

98  
COLLECTIVE  
AGREEMENT

between

**LEAR**<sup>TM</sup>  
*Corporation Canada Ltd*

Ajax Plant  
and

CAW  TCA  
**CANADA**

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
and its

**Local 1090**

EFFECTIVE: MAY 1, 1998  
EXPIRING: APRIL 30, 2001



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## PREAMBLE

The objective of the **Lear Corporation 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 intention 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 co-operatively working together to provide **Lear Corporation Canada Ltd.** employees in Canada with improved job security.

**This agreement is made the 1st day of May 1998, between Lear Corporation Canada Ltd., 660 Monarch Ave., Ajax, Ontario hereinafter referred to as the “Company” and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1090, hereinafter referred to as the “Union”.**

**General Purpose**

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 1 - RECOGNITION**

- 1.01 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.
- 1.02 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.
- 1.03 The Company agrees all new hires both full-time and temporary will be hired as employees of the Company effective immediately upon commencing bargaining unit work.

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

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

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

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

- 3.02 The Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.
- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the plant committee before publication. The Union shall be given a reasonable period of time to review and respond to the changes.
- 3.04 Nothing in this agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.05 The Company and Union agree that, in the exercise of each of their rights and in the administration of this agreement, they shall endeavour to do so in a fair and reasonable manner.

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

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



**ARTICLE 5 -  
UNION MEMBERSHIP AND CHECK-OFF**

- 5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall, as a condition of employment, become and remain members of the Union, for the term of this agreement.
- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.
- 5.03 (a) The Company will, upon completion of an authorization card, signed by an employee covered by clause 5.01 of this agreement, for the duration of this agreement, deduct from the pay cheque for the second pay period of each month, the regular monthly dues of such employees, and remit monies to the Financial Secretary of the Local Union of the National Union CAW-Canada by the tenth (10th) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.
- (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the second pay period of any month, dues deduction shall be deferred to their next pay period subject to 5.05.
- (c) Initiation fees shall be taken off on a different pay period than the dues deduction period, immediately after an employee has completed his probationary period.

(d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit, or who has died.

(e) **Union dues will be voluntarily deducted from the monthly pension benefit payable to a retired employee at a rate of two dollars (\$2.00) per month and will be forwarded to the Financial Secretary of the Local Union.**

5.04 The Company agrees to supply the CAW National Representative with a list of all employees' names, addresses, phone numbers, and postal codes upon ratification of this agreement. The Company further agrees to provide the Financial Secretary of the Local Union with a quarterly list of names, addresses, phone numbers and postal codes of all employees including new hires.

5.05 No deduction shall be made from the pay of any employee covered by clause 5.01 of this agreement, in any month, where such employee has worked less than a total of forty (40) hours.

Paid vacation days and paid holidays will be considered as days worked.

5.06 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

- 5.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this article.

**ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Union shall be represented as follows:
- (a) By **six (6) stewards**: two (2) on days; two (2) on afternoons and **two (2) on midnight shift. In the event of a layoff to less than fifty (50) employees on a shift, one (1) steward will be reduced, by seniority.**
  - (b) By a six (6) person plant committee, five (5) of whom will be retained on the day shift and shall be composed of a Chairperson, Health and Safety Union Co-Chair, Benefits Representative, plus two (2) committeepersons. The sixth (6) Committeeperson will be from the Skilled Trades and will continue to function on his/her normal shift.

Union representatives at the time of their election or appointment must have been employees of the Company with seniority.

The duty of the above representatives shall be to represent the employees in the processing of complaints and grievances as outlined in the collective agreement.

- 6.02 The Union will inform the Company in writing of the names of the Union representatives and subsequent change in the names of such representatives, and the Company will not be required to recognize representatives until such notification from the Union has been received.

- 6.03 A Union representative and/or grievor shall report to and obtain permission from their supervisor or their representative, whenever it becomes necessary to leave their work, for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the collective agreement. Such permission will be granted within a reasonable period of time without undue delay. The Company may need a reasonable period of time to find a replacement. The Union representative and/or grievor shall report back to their supervisor or their representative at the time they return to work.
- 6.04 Company approved time off work by Union representatives or grievors, will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to in-plant Union business. Union representatives will advise their supervisor of their destination and general nature of their business and the time anticipated to transact such business.
- 6.05 (a) The Chairperson shall be granted the full time of his/her shift with pay to perform his/her function under the terms of this Collective Agreement and shall be paid by the Company at a rate of the highest paid classification covered in this agreement and will not be compensated for more than eight (8) hours overtime in any one work week unless **additional hours are pre-authorized by the Company.** The Chairperson will be returned to his/her posted classification and shift upon leaving office.
- (b) The Benefits Representative and the two (2) day shift Committee persons shall be granted full time off his/her shift with pay to perform his/her function under the terms

of this Collective Agreement and shall be paid by the Company two dollars (\$2.00) per hour above their regular classification rate and will not be compensated for more than eight (8) hours overtime in any one work week unless **additional hours are pre-authorized by the Company.** The Benefits Representative and Committee persons will be returned to his/her posted classification and shift upon leaving office. The Company will give the Union's Benefits Representative a copy of the C-7 forms of all injured workers. **The Company will pay the Union Benefits Representative or any other Union Representative acting on his/her behalf, all lost time due to representing workers during appeals at the Workplace Safety and Insurance Board or Employment Insurance**

- 6.06 (a) The Company shall recognize the plant committee for the purpose of meeting with management for the administration of the Collective Agreement and contract negotiations and such meetings shall be recognized as paid time as per clause 6.04 and 6.05 above. Whenever possible, the requesting party shall give two (2) working days notice with an agenda of the matters to be taken up at such meeting.
- (b) The Company agrees to meet with the plant committee upon request at least once a month during the term of this agreement for the purpose of discussing issues relating to the workplace which affect the Union or any employee bound by this agreement.
- 6.07 The Company agrees to recognize and deal with a representative from the CAW National Union and or the President of the Local Union, as part of the negotiating committee.

- 6.08 The Union will be allowed to post on three (3) 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.
- 6.09 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.
- 6.10 The National Representative and/or the President of the Local Union may be present at meetings with management when requested by the plant committee and where possible forty-eight (48) hours prior notice has been given to the Company.
- 6.11 The Company will permit the Union to hold elections of Union representatives on the Company's premises. The locations, and times for voting will be determined by mutual agreement between the chairperson and Human Resources Manager and will not interfere with the production process.
- 6.12 When an employee wishes to see his/her Union representative he/she shall notify his/her supervisor who will inform the representative of the request subject to clause 6.03.
- 6.13 The Union may designate an alternate who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of a Union representative being absent from the plant. The alternate must be a seniority employee who is scheduled to work during such absence.

- 6.14 The Company agrees to provide the Union with reasonably sized, fully equipped offices including phones, desks, filing cabinets, chairs, **3 additional computers, 2 additional printers and access to a fax machine and copier as follows:**
- (a) A private office for the Chairperson
  - (b) A private office for the Benefits Representative**
  - (c) A private office for the Health and Safety Co-chair**
  - (d) A private office for the Committeepersons**
  - (e) A private office for the Stewards**
- 6.15 The Company will grant upon request of the President of the local Union, or the chairperson, permission for up to five (5) Union members in total 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/her designate. It is understood that in the event of an emergency situation resulting in less than required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business and leaving and returning time of those granted such permission,
- 6.16 The Company agrees to provide a leave of absence with pay for three (3) days for the representatives in 6.01 elected following the ratification of this Agreement for the purpose of the Union educating them as to their rights and obligations under the collective agreement.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 Any complaint alleging violation, misinterpretation or misapplication of the terms of this agreement or applicable government legislation relating to rates of

pay, wages, hours of work or any other working conditions shall first be taken up orally by the employee and their steward with the employee's immediate supervisor.

- (a) If, after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing by the steward, on the form provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances should, as far as is possible, identify the article, clause or clauses of this agreement which are claimed to have been violated.
- (b) On a group complaint, the steward shall first discuss such complaint with the immediate supervisor. Either party may request that one or more employees are present during such discussion. If the complaint remains unsatisfied, the Steward may then reduce the complaint to writing and signed by the aggrieved employees, it shall then constitute a grievance.
- (c) Grievances may be processed immediately to Step Three, if mutually agreed between the Company and the Union.
- (d) It is agreed that when the nature of the complaint is such that the Steward requires assistance, he/she may request through the supervisor the presence of the committeeperson during such oral discussion.
- (e) It is agreed and understood that all complaints and grievances should be presented within three (3) working days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party.



#### 7.02 STEP ONE

The written grievance, as defined above, shall be presented by the steward to the supervisor. Within two (2) working days of this presentation, the recipient will render his/her decision personally to the steward, noting his/her conclusion in writing and countersigning the grievance form. **Any grievance settlements at this step will be without prejudice or precedent.**

#### 7.03 STEP TWO

If no agreement is reached at Step One, then, within three (3) working days of that decision, the committeeperson shall take up the grievance with the department manager, or his/her designate. Within three (3) working days of this presentation, the recipient will render his/her decision personally to the committeeperson, noting his/her conclusion in writing and countersigning the grievance form. If the department manager or his/her designate and committeeperson mutually agree, the employee, steward and supervisor involved may participate in Step Two.

#### 7.04 STEP THREE

If no agreement is reached at Step Two, then, within five (5) working days of that decision, the chairperson may appeal the grievance to the Human Resources Manager or his/her designate. The grievance will then be discussed at a meeting between the plant committee and the Company. Such meeting shall be arranged between the Human Resources Manager and the chairperson and will be held within five (5) working days of the grievance being submitted to Step Three unless mutually agreed otherwise.

Within five (5) working days after such meeting, the Human Resources Manager or his/her designate, shall give a written answer on the grievance to the chairperson.

- 7.05 Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Company. The Union may withdraw, without prejudice to any case, a grievance which has been referred to any step of the grievance procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure. Grievances not responded to within the time limits may be processed to the next step by the moving party.
- 7.06 (a) Where a grievance involves the payment of back wages and the employee has sustained his/her charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee. However, if the circumstances of the case made it impossible for the employee to know that they had ground for such claim prior to the date, the claim shall be limited retroactively to a period of twenty (20) working days prior to the date the claim was first filed in writing.
- (b) When an employee receives back pay on a grievance he/she shall be paid on a separate cheque, (provided the back pay is more than sixty dollars (\$60.00) within five (5) working days of the final disposition unless the circumstances make it impossible in which case they shall be paid within fifteen (15) working days unless mutually agreed otherwise.

The employee will also receive a memo on a back pay of less than sixty dollars (\$60.00).

- 7.07 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance to commence at Step Three.
- 7.08 Any issue involving the interpretation and/or application of any term of this agreement will be considered a policy grievance and may be initiated by either party directly with the other party between the chairperson and Human Resources Manager. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to arbitration as provided in Article 8.

When a policy grievance has been upheld, the Company will be required to make back pay as per clause 7.06 (a) and (b) where applicable.

- 7.09 Group grievances will be processed in the normal manner and will be signed by the employees so affected commencing at Step One.
- 7.10 Any grievances resolved or withdrawn and that decision is subsequently appealed through the appeals procedure established by the Union's Constitution or any other appeal procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the next step of the grievance procedure. It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance between the time of the original disposition and the time of the reinstatement as provided herein.

## ARTICLE 8 -ARBITRATION

- 8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fifteen (15) working days after the reply at Step Three.
- 8.02 The Company selected arbitrators shall be:  
A. Hinnegan  
I. Hunter  
R. Kennedy  
M.K. Saltsman
- The Union selected arbitrators shall be:  
M. Teplitsky  
W. Kaplan  
D. Harris  
P. Picher
- As grievances are submitted to arbitration the parties will alternate selecting arbitrators from each other's list. An arbitrator may not be selected for a second case until all four (4) arbitrators from that list have been selected.
- The parties may mutually agree to replace any of the above arbitrators with another mutually agreed arbitrator.
- 8.03 The sole arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 8.04 The decision of the sole arbitrator, shall be binding and final upon both parties. The sole arbitrator, shall be restricted in the award, to the provision of this collective agreement, and shall not in the award, add to, delete from, or otherwise alter or amend any provisions of the agreement.

8.05 The parties will equally bear the fees and expenses of the sole arbitrator. **The Company shall bear the cost of the Chairperson and a Committee Representative's time and wages who appear at the arbitration. In the case of a commissioner hearing, the entire committee will be eligible to attend and their time and wages will be paid for by the Company.**

**The Company shall also bear the cost of any employee who is summoned by the Company as a company witness during an arbitration.**

8.06 Any extension of the time limits may be made by either party by mutual consent, in writing.

8.07 **As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post third step grievance to a grievance commissioner. It shall be the responsibility of the party desiring the services of a grievance commissioner to inform the other party, in writing, within fifteen (15) working days after the reply at Step 3. The following procedure shall apply:**

(a) **The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance commissioner (where more than one, acting in rotation) who will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred to him/her hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 8 and Article 9, section 9.05.**

(b) **Through the grievance commissioner, the parties desire the expeditious means for the effective**

disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the grievance commissioner are set out in this article.

- (c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:
  - i) be consistent with the provisions of this agreement;
  - ii) be confined to the grievance(s) referred to him/her.
- (d) The Union and the Company shall each be responsible for one half the expenses and fees payable to the grievance commissioner.
- (e) The parties, when referring a grievance to a grievance commissioner, shall also provide him/her with the Step 1 summary (or as amended by the agreement of the parties) and the decisions of the management representative at Step 3.
- (f) The parties shall supply the grievance commissioner, and each other, with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the grievance commissioner.
- (g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what

information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearings.

- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the grievance commissioner may permit or require, but the grievance commissioner shall not be obligated to conform to the rules of evidence.
- (i) The grievance commissioner must render his/her decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his/her decision has been rendered, the grievance commissioner shall deliver brief reasons, but such reasons shall not form part of his/her decision. The list of grievance commissioners identified to expedite the disposition of the grievances under Article 8 are the following:

Union Selected	Company Selected
M.Teplitsky	I.Hunter
W. Kaplan	R.Kennedy
- (j) The parties shall jointly write to the grievance commissioner whose name is next in the sequence of rotation seeking a date for a hearing. The rotation shall be alternated between the Union nominee and the Company nominee.
- (k) Should any of the grievance commissioners constituting the panel of grievance commissioners

withdraw or resign from the panel, then the party who nominated the grievance commissioner who has withdrawn or resigned shall forthwith submit to the other party a list of four (4) nominees from which shall be selected one (1) nominee to replace the grievance commissioner who has withdrawn or resigned.

- (1) **Should the grievance commissioner in rotation be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to him/her, then he/she shall be passed over to the other grievance commissioner on the list.**

#### **ARTICLE 9 - DISCIPLINARY ACTION**

9.01 The following procedure will apply when the Company intends or contemplates suspending or discharging an employee:

- (a) The Company will notify the employee and the Union, in writing, within two (2) working days of the alleged violation becoming known to the Company.
- (b) The Union will be permitted up to **two (2)** working day to investigate the alleged violation from the time of such notification.
- (c) During such investigation, the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out, any discipline imposed will then be implemented.
- (d) When the discipline has not been resolved following the completion of the Union's investigation, a hearing must be held within three (3) working days of the completion of the Union's investigation, unless mutually agreed otherwise. The hearing will



be held at a mutually agreed time and date. The hearing will be held between the Company and the plant committee and the employee and the supervisor may be present at such hearing if deemed necessary by either party.

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

9.02 However, 9.01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant.

In such case, the Company may immediately remove such employee from the premises.

When the discipline has not been resolved, a hearing will be arranged as in 9.01 (d) after the fact and such hearing will be held within one (1) working day if such action is for a period beyond the shift in which he/she was sent home.

9.03 If the employee suspended or discharged feels he/she has been unjustly dealt with, he/she may file a grievance within two (2) working days of such action being taken, and the grievance may be arbitrated.

9.04 The time limits provided for in this Article may be extended by mutual agreement, in writing, on an individual case basis.

9.05 It is mutually agreed that an arbitrator shall have the right to modify penalties in suspension and discharge cases only, but shall not have the right to alter any employee's seniority.

9.06 The employee and the Union will be given a copy of any warning, reprimand, suspension or disciplinary layoff entered on any employee's personnel record, within two (2) working days of the alleged violation becoming known to the Company. In imposing discipline on a current charge, management will not take into account any prior infractions which occurred more than twelve (12) months previously.

**9.07 The Supervisor shall ensure that a Union Representative is present when an employee is taken to an office for an interview concerning discipline or prior to being sent home as per Article 9.02.**

#### **ARTICLE 10 - SENIORITY**

10.01 An employee shall be regarded as a probationary employee until he/she has been in the employ of the Company for forty (40) working days during any twelve (12) consecutive months. After completion of the above probationary period, the employee shall then be assigned a seniority date **as of his/her first day of work.**

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

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

10.03 A working day for purposes of the probationary period shall be any shift in which the probationary employee performs at least four (4) hours work or receives four (4) hours pay from the Company.

- 10.04 When two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name. **The status of their seniority shall not decrease or advance because of a name change.**
- 10.05 The Company will post an up-to-date seniority list every three (3) months. Copies of the seniority list will be provided to the chairperson.
- 10.06 Seniority shall be defined as the status of the employee based upon his/her established unbroken length of service with the Company from the date of last hiring by the Company. Such seniority will only commence after first entering the bargaining unit and shall be limited by clause 10.08.
- 10.07 The seniority of an employee shall be broken for any one of the following reasons:
- (a) If they voluntarily quit.
  - (b) If they are discharged and such discharge is not reversed through the grievance procedure.
  - (c) If they are laid off from the Company for a period in excess of three (3) consecutive years, or their length of seniority, whichever is the greater, up to a maximum of five (5) consecutive years.
  - (d) If they fail to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by registered mail, to their last known address. However, if their failure to report to work is due to sickness, accident or other cause beyond their control, they shall not forfeit their seniority rights if they notify the Human Resources

Department of the Company within the said five (5) working days after receipt of such notice and if they report to the Company for work immediately after the cause of their absence is removed. It is understood that an employee shall not lose his/her seniority if satisfactory evidence is furnished to the Human Resources Manager for such failure to report upon his/her return to work. 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, excluding premium days, without a valid reason.
- (f) If they accept other employment while on leave of absence except with the express permission of the Company and the Union.
- (g) When they retire except as provided under the disability retirement section of the Company pension plan.

10.08 An employee transferred to a position outside the bargaining unit who is transferred back to the bargaining unit will only be credited with the seniority he/she had acquired while in the bargaining unit. Employees transferred out of the bargaining unit may choose to transfer back into the bargaining unit anytime during the first six (6) months since they left the bargaining unit. When transferring an employee back into the bargaining unit he/she shall exercise his/her seniority over the most junior employee whose job he/she is able to perform. This provision is applicable once only and any further transfers will result in the employee losing all previous seniority.

10.09 (a) **The plant committee shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work available they are able to perform except that the retention of the committee during a layoff or plant shutdown shall be as follows:**

**The full committee shall remain for the initial four (4) weeks of any layoff/shutdown activity and be able to perform their union duties on a full time basis.**

**After four (4) weeks, if there are less than two hundred (200) employees actively at work, two (2) committee persons, who shall be selected by the Union, will be returned to their previously held jobs and shifts or to any job available that they are able to perform and they shall retain preferential seniority.**

**If there are less than one hundred (100) employees actively at work, the chairperson plus one (1) other committeeperson, who shall be selected by the Union, will remain in office. The other committeepersons will be returned to their previously held jobs and shifts or to any job available that they are able to perform and they shall retain preferential seniority.**

**If there are less than fifty (50) employees actively at work, only the chairperson will remain on full time union duties and the committee persons will be returned to their previously held jobs and shifts or to any jobs that they are able to perform and they shall retain preferential seniority.**

**The chairperson shall be the last employee laid off.**

- (b) Stewards shall have preferential seniority **on their** respective shift during their terms of office and shall be the last employees laid off in their area provided there is work available they are able to perform. **In the event of a layoff to less than fifty (50) employees on a shift, one (1) steward will be reduced, by seniority.**

**ARTICLE 11 - TEMPORARY VACANCIES**

11 .01 (a) Within the Classification/Department

The Company and Union recognize the need to immediately fill temporary absences of one (1) working day or less. Such vacancies will first be filled through the use of Utility Operators who may be assigned to any job that needs to be filled in any classification or department.

In the event of additional requirements, the Company will first use lead hands from the affected department. In the event of additional requirements the Company may go to any classification of their choice within the department and offer the job by seniority and the most junior employee will have to accept the assignment. The procedure in this paragraph is temporary while the Company is canvassing employees from the equalization group from other shifts to fill the vacancy.

(b) Outside the Classification/Department

Temporary transfers are movements of employees from one classification and/or department to another classification or 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/she is able to perform the work to be done. If the senior employees do not accept the temporary transfer, the most junior employee will fulfil the transfer.

- (c) An employee who is temporarily transferred pursuant to (a) or (b) above will be paid as follows:
  - (1) If the transfer is to a lower paid job, the employee will continue to be paid at his/her regular rate of pay.
  - (2) If the transfer is to a higher paid job, the employee shall receive the higher rate.
- (d) In every circumstance, the supervisor will consult with the Union Steward.

#### **ARTICLE 12 -JOB POSTINGS**

- 12.01 If a permanent job vacancy exists, or a new job is created within a classification, such an opening will be posted within five (5) working days on the plant bulletin boards for a period of three (3) working days. During such time, seniority employees may make application for such vacancy. The posting will identify the following: Shift, Department, Classification and Job.
- 12.02 An employee successfully transferred through the job posting shall only be entitled to two (2) such transfers in any one (1) calendar year.
- 12.03 A permanent job vacancy under this article shall be awarded to the applicant with the greatest seniority, provided he/she is able to perform the work required.

12.04 An employee transferred pursuant to clause 12.03 shall demonstrate his/her ability to perform the function satisfactorily within up to five (5) working days. The time period may be extended by agreement between the Company and the Union.

12.05 Three (3) subsequent vacancies, created by the original posting, will be filled by a posting when the original and subsequent vacancies have been filled by a successful candidate.

If it needs to be filled, such vacancy will be posted within five (5) working days except in extenuating circumstances. Any subsequent vacancy will be filled at the discretion of the Company following discussion and review with the committeeperson.

**In conjunction with the collective agreement, it is at the discretion of the Company, after reviewing with the Union, how to fill the fourth subsequent vacancy.**

**Normal practice has been to fill the vacancy with the lowest seniority person in the plant who holds no permanent position; however, due to the increase in wage and the nature of the position, it has been agreed that the Company will post any higher paying position that becomes available after the third subsequent has been filled to allow seniority employees to apply.**

**The above job will be posted with no subsequents thereafter.**

12.06 An employee will have the right to decline a job posting at any time during the trial period and will revert back to his/her former job; however, such trial period shall count as a transfer as per clause 12.02.



Should an employee not qualify within the trial period, he/she will revert to his/her former job; however, such trial period shall not count as a transfer as per clause 12.02.

**Should an employee decline a job posting prior to transfer, this will not be considered as a transfer for purposes of Article 12.02.**

12.07 The Company will give the Union a copy of each job posting with the names of all applicants listed thereon.

12.08 The Company has the right to maintain a balance of experienced employees in a department, so that the operation of the department will not be unreasonably restricted, when moving or transferring accepted job posting applicants except that the Company must transfer an accepted applicant within ten (10) working days of being accepted on a job posting unless mutually agreed otherwise

#### **ARTICLE 13 - LAYOFF AND RECALL**

13.01 When the Company deems it necessary to reduce the work force, the Company, whenever possible, will give employees at work five (5) working days clear notice of layoff. The Union will be provided with a list of employees who are scheduled for layoff under this section.

13.02 For layoffs less than two (2) working days, the Company will layoff its employees by seniority, department and shift from the beginning of the layoff. The Company will layoff its employees by seniority across the shifts after the second day of layoff.

13.03 When the Company deems it necessary to reduce the workforce by a layoff, other than is provided in 13.02, the following procedure will apply:

- a) Probationary employee(s) will be laid off **first**;
- b) The junior employee(s) in the affected job will exercise their seniority over the most junior employee(s) in their classification, **department and shift**;
- c) The junior employee(s) in the affected classification will exercise their seniority over the most junior employee(s) in their department and shift provided they are able to perform the job within the normal training/trial period;
- d) The employee(s) laid off from the affected department **and shift** will exercise their seniority over the most junior employee(s) in their department across shifts whose job they are able to perform;
- e) **The employee(s) laid off from the affected department will exercise their seniority over the most junior employee(s) in the facility whose job they are able to perform;**
- f) The resultant junior employee(s) shall then be laid *off*;
- g) **In the event that an employee exercising his/her seniority as per this clause is physically unable to perform the job held by the most junior employee, he/she may request to move up the seniority list to the next junior employee with less seniority holding a job which he/she is capable of performing. The Company will provide physical demands analysis, as required.**

When more than one (1) employee is involved in any step of the layoff procedure, employees will be given their choice of vacant jobs involved by seniority.

- 13.04 When there is a **vacancy** in the workforce, employees shall be recalled in the reverse order of layoff and all employees, seniority permitting, shall **have the option to revert to the job and shift they held prior to having been transferred as a result of the layoff procedure. An employee will retain the option to return to his/her job and shift for a period not to exceed twelve (12) months from date of original displacement. Should an employee decline a recall or be awarded a job posting, he/she shall forfeit any future recall opportunities to his/her former job.**
- 13.05 If a laid off employee does not choose to exercise his/her right to bump as defined in 13.03 he/she will remain on layoff until:
- (a) After thirty (30) calendar days, upon advising the Company, in writing, he/she will be given the opportunity of being recalled when there is a need to increase the work force, seniority permitting, or
  - (b) After sixty (60) calendar days, upon advising the Company, in writing, an employee shall be returned to work replacing the junior employee in the bargaining unit within five (5) days from the Monday following his/her intent to return, or
  - (c) There is a need to increase the workforce in the facility, employees will be recalled from layoff in line with their seniority. Employees may choose to waive the recall if there are junior employees with seniority still on layoff. An employee must accept recall when there are no longer any employees with seniority laid off and there is a need to increase the workforce.
  - (d) An employee returning during the week will not qualify for short work week benefits under this clause.

13.06 Employees on sick leave 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.

**ARTICLE 14 - LEAVES OF ABSENCE**

14.01 A leave of absence of up to one (1) week may be granted by the Company to seniority employees as follows:

- (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. If the Company does not respond within such two (2) working days, the leave of absence will automatically be granted.

14.02 A leave of absence of more than one (1) week and up to thirty (30) calendar days may be granted by the Company to a seniority employee as follows:

- (a) The employee must give at least five (5) working days notice unless waived by the Company.
- (b) The request must be in writing with reasons for the leave.
- (c) The request must be for a valid reason and must not be to seek or obtain employment elsewhere.

- (d) The Company may refuse a request for leave of absence if the leave will have an adverse affect on the Company's ability to operate the plant efficiently.
  - (e) Any refusal by the Company will be in writing with an explanation.
  - (f) Extension of the thirty (30) calendar day period may be granted by mutual agreement between the Company and Union.
- 14.03 (a) An employee with seniority who is unable to work because of illness or injury, and who **provides the Company with satisfactory medical evidence** shall be granted a medical leave of absence while disabled, equal to his/her seniority at the date of disability or five (5) years, whichever is greater, provided however, that such leave shall cease when the employee attains age 65.
- (b) They will be returned to work, provided they furnish satisfactory medical evidence of their recovery. **If the medical evidence is provided prior to the beginning of his/her shift, he/she will be returned to work immediately. If the medical evidence is provided after the beginning of the shift, he/she may be returned immediately but no later than the next work day. The Company will have up to three (3) days to place the employee if his/her prior function no longer exists.**
- 14.04 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 off with pay will be granted to an active employee on the birth of a child.

#### 14.05 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 their 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 their leave of absence annually.

#### 14.06 EDUCATION LEAVE

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

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

- (b) On expiry of each term or semester, the employee shall provide the Company with proof of attendance.
- (c) Leave may be extended for additional periods not to exceed one (1) each year.
- (d) Provided the student's course of instruction is related to his/her employment opportunities with the Company, seniority shall accumulate during the leave. Attendance at primary or high school shall be regarded as meeting this provision.

Health care benefits will continue for a period of one (1) year under this paragraph. If continued beyond one (1) year, the employees may elect to pay for benefits as provided in the plan.
- (e) While attending a course of instruction not meeting the requirements of(d) above, seniority will not accumulate.
- (f) Health care benefits will cease with the granting of the leave as defined in (e) above, however, employees may elect to pay for benefits as provided in the plan.
- (g) 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 employees to work following such notice, with seniority applying only in the bargaining unit. Employees granted leaves under (e) above will be returned based on their adjusted seniority.
- (h) The Company agrees to pay a maximum of seven hundred dollars (\$700.00) per year in tuition and books for a course taken by an employee which is work related and the employee has successfully completed such course or courses.

14.07 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund **three cents (3¢)** per hour per employee for all compensated hours for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, CAW and sent by the Company to **CAW PEL Training Fund, 205 Placer Court, Willowdale, ON M2H 3H9.**

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

14.08 SOCIAL JUSTICE FUND

**The Company agrees to contribute one cent (1¢) per hour worked to the CAW Social Justice Fund effective January 1, 1998. The Company agrees to forward the contributions quarterly to the CAW Social Justice Fund, 205 Placer Court, Willowdale, ON M2H 3H9.**

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

**CAW Social Justice Fund  
205 Placer Court  
Willowdale, ON M2H 3H9**



#### 14.09 BEREAVEMENT LEAVE

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

An employee will be granted one (1) day compassionate leave of absence with pay in the event they are unable to attend the actual funeral because of travel. Such leave of absence shall be for immediate family (spouse, **including common-law**, parents, child, brother, sister, grandparents, and grandchild).

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

#### 14.10 JURY DUTY

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown or company witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty, or as a witness and on which he/she otherwise would

have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours 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 witness during non-scheduled working hours. Such employee will be granted their shift off with pay, the shift following or the shift prior to the day they report for jury duty or as a witness.

In order to receive payment, an employee must give management prior notice that they have been summoned for jury duty or as a witness and must furnish satisfactory evidence that they report for, or performed jury duty, or appeared as a witness on the days for which they claim such payment.

- 14.11 Upon application the Company 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. **Seniority shall not accumulate during the period of approved leave of absence.**

During this leave there will be no continuation of benefits including pension accrual during the leave.

An employee returning to work will displace the junior employee in the bargaining unit providing he/she can perform the job.

- 14.12 Seniority shall accumulate during the period of any approved leave of absence for seniority employees except as provided in clause 14.06 (e) **and 14.11.**

- 14.13 After any leave of absence, except as provided in clause 14.06 (g) and 14.11, an employee will be placed in his/her former job if it still exists or his/her former classification and shift, seniority permitting, except as provided otherwise in this agreement.

#### **ARTICLE 15 - HOURS OF WORK**

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

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

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Midnight Shift	11:00 p.m. to 7:00 a.m.

The above hours includes a thirty (30) minute paid lunch.

- 15.03 The day shift and afternoon shift rotate bi-weekly and the midnight shift is a steady shift.

- 15.04 (a) If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. Employees will be given at least five (5) working days advance notice, whenever possible.

**(b) It is up to the individual to find another employee wishing to change shifts within their classification.**

**Each employee must be capable of performing the duties without training.**

**The supervisor on each shift will be notified prior to the shift change. They must agree prior to the shift change and ensure equal capabilities and that the area is not adversely affected.**

**Shift changes will occur at the beginning of a work week for a minimum of one full work week.**

**Any shift change requested beyond one work week, the Company will ensure that seniority employees are considered first. The Company will then provide the employee and the Union with the name.**

**Any request for shift change will not extend beyond two weeks unless in extenuating circumstances mutually agreed by the Company and the Union. Under no circumstances will shift changes be allowed as a means of attaining steady shifts.**

**Employees switching shifts will assume each others' hours for the purpose of equalization for the period in which the switch takes place.**

- 15.05 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.
- 15.06 (a) A fifteen (15) minute rest period for all employees shall be scheduled in the first half of the shift and a ten (10) minute break will be scheduled in the second half of the shift.
- (b) There will be a five (5) minute rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least two (2) hours, a fifteen (15) minute paid rest period at the end of two (2) hours providing the overtime extends beyond such two (2) hours, and thirty (30) minute paid lunch period four (4) hours after the commencement of such overtime, provided the overtime is in excess of four (4) hours.

**ARTICLE 16 - OVERTIME**

16.01 Overtime premiums shall be established as follows:

- (a) Time and one-half will be paid for all time worked prior to an employee's normal starting time and beyond an employee's normal quitting time in any day in the regular work week.
- (b) Time and one-half will be paid for all time worked on Saturday.
- (c) Double time will be paid for all time worked on Sunday except when it is part of an employee's normal Monday midnight shift.
- (d) Double time will be paid for all time worked on a paid holiday covered under this agreement in addition to holiday pay.

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

**OVERTIME GROUPS:**

- 1. EMB**
- 2. Final Assembly**
- 3. Jumpseat**
- 4. Materials**
- 5. Q.A.**
- 6. Sanitation**
- 7. Shipping and Receiving**
- 8. Utility**
- 9. 20%

These equalization groups may be modified by mutual agreement.

- (b) Overtime will be offered first to the person who normally performs the job in the equalization group on the prior shift provided he/she is within twenty-four (24) hours of the other employees in their equalization group on their shift. After that, overtime shall be distributed as nearly equal as possible by rotation of employees from the prior shift. 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.

**Failure to follow this provision or if the error in the assignment of overtime has been brought to management's attention by the employee and/or Union representative prior to the overtime being worked will result in payment to the affected employee(s) for overtime hours lost at the applicable overtime premium. Otherwise, the remedy will be to offer the hours lost to the affected employee at a time that is mutually convenient to the employee and his/her supervisor. Failure to follow the remedy provision and the Company violates the equalisation will result in payment for said overtime hours to the affected employee(s).**

- (c) In the equalization of overtime hours, the employee must have lowest hours with highest seniority who is capable of performing the same duties as the employee that he/she 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.
- (d) Probationary employees shall not be offered overtime until all qualified seniority employees on the shift have been offered the overtime.

16.03 When the Company **must schedule production to match** its customer's schedule, such overtime (up to eight (8) hours per week) will be mandatory. Where possible, no less than twenty-four (24) hours' advance notice will be given to employees required to work such overtime. All other overtime will be voluntary.

16.04 (a) If employee requirements cannot be fulfilled in the first four (4) hours of a normal shift, the prior shift must be contacted by phone and if the need is in the last four (4) hours, the following shift must be contacted by phone. The calls will be made in an attempt to obtain volunteers who normally perform the job.

(b) If employee requirements still cannot be fulfilled, qualified employees from other individual areas presently working will be asked to work if they can perform the job.

Phone calls for volunteers: The Union Steward will be present while calls are being made. **He/she will verify that the calls and the distribution of the overtime are correct at the time the calls are made. Failure to have a Union representative or, an employee if no Union representative is available, present during said calls will result in payment for overtime hours available and offered.**

16.05 If an employee volunteers for Saturday overtime, he/she must comply with the hours required unless arrangements with the supervisor are made prior to the beginning of the overtime shift.

In the case of absenteeism or extra need, 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.

- 16.06 Employees required to work Sunday and holiday overtime will be selected from a master/seniority equalization list.

**Sunday and holiday overtime will first be offered to employees based on department across the three (3) shifts with lowest hours and highest seniority.**

Employees outside the department will be selected from the master/seniority equalization list provided they are capable of performing the available work without training.

**The twenty-four (24) hour limit does not apply.**

All employees will be charged overtime hours on a master equalization/seniority list for Sundays and holidays.

**Except in extenuating circumstances, all employees required for Sundays and holiday overtime will be canvassed on their shift prior to overtime being worked.**

The remedy for failure to abide to this provision is to offer the employee the next available Sunday or holiday overtime opportunity.

- 16.07 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) working days to train on an individual job.

**All bargaining unit jobs, except skilled trades jobs, will be available for cross training.**

- a) **An employee can cross-train only in his/her department.**



**b) Employees wanting to be cross-trained will be on a first come/first served basis. Supervisor will be required to maintain a list of cross-training.**

16.08 The Steward on shift will be given the opportunity to update his/her equalization sheets on a daily basis.

16.09 Overtime employees from other shifts will be required to fill vacancies needed without displacing employees that normally perform the work.

**16.10 If an employee agrees to work overtime and then fails to show up, he/she will be subject to discipline under the plant work rules regarding absenteeism.**

#### **ARTICLE 17 - REPORTING-IN-PAY**

17.01 An employee who has not been notified in advance “not to report for work” and who reports for his/her scheduled shift, will be given at least four (4) hours’ work, and if no work is available, he/she will be paid for a minimum of four (4) hours, at his/her normal hourly rate.

This obligation on the Company will not prevail if no work is available because of power shortage or failure of power supply or for any other conditions beyond the control of the Company.

#### **ARTICLE 18 - CALL-IN-PAY**

18.01 When an employee has left the premises, after completion of his/her normal shift and has left the plant and is called upon to return to the plant for emergency duties, that employee will be paid for the time actually worked at the applicable overtime rate. Employees called back under this provision will be guaranteed a minimum of four (4) hours of work or pay at the applicable overtime rate.

## **ARTICLE 19 - JOB CLASSIFICATIONS**

19.01 Job classifications are set out in Appendix "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.

19.02 When the Company establishes a new job classification and rate, or changes 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.

## **ARTICLE 20 - VACATIONS**

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

- 20.02 The Company provides vacation **with pay for seniority** employees who meet the eligibility requirements. The amount of vacation is determined by their length of service as of June 30 each vacation year.
- 20.03 No employee shall receive less vacation pay than that to which he/she would be entitled under existing law at the time such vacation pay is payable.
- 20.04 The vacation year shall begin on July 1, and end on the following June 30.
- 20.05 Each employee who completed one (1) year or more of service as of June 30 will receive vacation pay and shall be granted leave of absence for vacation purposes, in accordance with the following schedule:

	VACATION
1 year and less than 3 years	2 weeks 4%
3 years and less than 5 years	2 weeks 5%
5 years and less than 10 years	3 weeks 6%
10 years and less than 15 years	4 weeks 8%
<b>15 years and less than 18 years</b>	<b>4 weeks 9%</b>
<b>18 years and less than 25 years</b>	<b>5 weeks 10%</b>
25 years and over	6 weeks 12%

**Should an employee in any of the above categories have worked and experienced during the vacation year a leave of absence due to illness or accident in excess thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings or a stated number of hours as provided below.**

**Should an employee in any of the above categories who has worked a minimum of 1,000 hours and experienced,**

**during the vacation year, a layoff in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings or a stated number of hours pay as provided below.**

YRS OF SERVICE	HOURS
1-3	80
3-5	100
5-10	120
10-15	160
15-18	180
18-25	200
25+	240

20.06 Vacations must be taken in the vacation year in which they are earned. The employees are required to take a minimum of two (2) weeks off work or the full amount if less than two (2) weeks has been earned. 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 Company reserves the right to schedule vacations either individually, or in groups, during the period July 1 through June 30. Preference will be given to the employees having the greatest seniority.

The Company will post the annual vacation shutdown by May 1. Employee Request Forms will be handed out by May 1, and will be returned by May 15. Employees will be notified by June 2, whether or not the vacation time can be granted as requested. Otherwise, every effort will **be** made to grant the employees request, considering

the needs of production and given preference by seniority. Any slip not returned by May 15 will be given last preference, regardless of seniority.

20.07 An employee who has earned a vacation under the terms of this article and is terminated, or quits from active employment on or after July 1, shall receive any unpaid vacation allowance due to them. Vacation shall not be accumulated year to year.

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

20.09 Vacation allowance shall be computed as follows:

Total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending June 30, prior to the vacation year. It is understood that, as long as GM Oshawa schedules its vacation shutdown the first two (2) weeks of July, vacation pays will continue to be calculated from June 16 to June 15 each year. Once the customer changes to a later shutdown, the Company will recalculate the vacation pays to pick up the last two (2) weeks of June in such calculation.

20.10 Effective **July 1, 1998**, there will be an additional **forty (40)** hours of paid vacation including COLA each year for all employees with one (1) or more years of service. **(increasing to sixty-four (64) hours effective May 1, 2000) The forty hours (40) (sixty-four (64) hours effective May 1, 2000) may be scheduled in eight (8) hour increments** which may be taken consecutively. The employee must make his/her request in writing to the supervisor five (5) days prior to the time requested. This time limit may be waived by the supervisor in special cases.

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

In the event **the forty (40) hours or part of the forty (40) hours (sixty-four hours effective May 1, 2000)** is not used by June 30 of the following year, the employee will receive payment at his/her rate of pay including COLA at that time.

- 20.11 An employee who has satisfactory medical evidence that he/she was hospitalized, or was otherwise disabled to a similarly serious extent, preventing him/her from taking or continuing his/her scheduled vacation, shall be eligible for weekly indemnity benefits and may reschedule that portion of their vacation disrupted by the disability. The time of the postponed vacation shall be mutually agreed between the employee and the Company.
- 20.12 If work is required during a vacation shutdown period, the opportunity to work will be offered to employees by seniority unless special skill is required. An employee who works during the shutdown may decline to take such vacation, but will be paid vacation pay accordingly.
- 20.13 A vacation bonus of **nine hundred** (\$900.00) dollars will be paid each year of the agreement to employees eligible for vacation in the prior vacation year during the month of December (by December 15). (1st payment December 15, 1998, 2nd payment December 15, 1999, final payment December 15, 2000), **employees will have the option of directing to a R.R.S.P.**

For the purpose of calculating the 1,000 hours jury duty, bereavement leave, union leave, and hours absent while on **WSIB** benefits shall be considered as hours worked.

**An employee who has worked less than 1,000 hours** during the prior vacation year will receive a pro rated bonus based on reduction of five (5) percent for each fifty (50) hours or fraction thereof by which the employee failed to meet 1,000 hours worked.

- 20.14 The company agrees that any employee who quits, is terminated, on layoff, or retires and meets the 1,000 hour requirement will be entitled to receive his/her earned vacation bonus.

#### **ARTICLE 21- HOLIDAYS**

- 21.01 During the life of this collective agreement, the Company agrees to observe any paid holidays agreed to between GM Oshawa and the CAW. Such holidays will not be less than fifteen (15) per contract year. Such holidays will be observed on the day on which GM observes them.

In the event that the Company acquires multiple customers, the parties agree to discuss how best to ensure that customer needs are satisfied should the holiday schedules differ. The number of holidays will not change from those observed at GM Oshawa or the annual minimum.

- 21.02 **All seniority employees on the payroll as of the date of such holiday will be paid as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit his/her holiday pay if:**  
**He/she is absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless he/she is excused in writing by the Company. However, an employee shall not lose more than the pay for one (1) such holiday for any one occurrence. Lateness of up to four (4) hours will not be considered as failure to have worked the full scheduled shift. For the purposes of the clause, full**

**scheduled shift shall mean that scheduled for the plant excluding premium days. However, an employee scheduled to work overtime and who actually works the overtime on the day following his/her full scheduled shift prior to the holiday shall not be disqualified if he/she didn't work the full scheduled shift.**

- 21.03 (a) Employees laid off in a reduction of the work force during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday provided that they would otherwise qualify and provided they work their last scheduled work day. Employees with the necessary seniority who have been laid off in a reduction of the work force in the month of December will be considered eligible to receive pay for the holidays assigned to the Christmas period of that respective year in accordance with the schedule contained in Section 21.01 of this Article.
- (b) Any seniority employee absent from work due to illness or injury which is covered by Weekly Indemnity or WSIB benefits shall receive the difference between what he/she is receiving and the holiday(s) pay that he/she would normally receive on an eight (8) hour shift and provided he/she has worked in the last twelve (12) months. An employee scheduled to return to work on a holiday(s) from sick leave who doesn't qualify for Weekly Indemnity or WSIB benefits for such day shall receive his/her normal holiday pay.
- 21.04 When a holiday, specified above, falls within an eligible employee's approved vacation period, and they are absent from work during their regular scheduled work week because of such vacation, they shall receive an extra day off for each holiday and they shall be paid for such holiday.



21.05 Employees requested to work on a specific holiday and accept work but fail to report for and perform such work, and their absence is not for a reasonable cause, shall not receive holiday pay under this holiday pay section for that specific holiday only.

21.06 When an employee is on layoff or **medical leave** and returns to work following the holiday, but during the week in which the holiday falls, he/she shall be eligible for pay for that holiday.

**An employee, on an approved leave of absence, will be paid for the holiday, as per 21.02, provided that the leave of absence may not extend for more than fourteen (14) days prior to the holiday or fourteen (14) days beyond the holiday.**

21.07 Should the annual vacation shutdown begin on a qualifying day following a paid holiday such qualifying day shall be waived.

#### **ARTICLE 22 - WORK ASSIGNMENTS**

22.01 The Company agrees that in the establishment of job assignments that it shall do so on the basis of fairness and equity in that such assignments shall be based on reasonable working capacities of normal experienced employees working at a reasonable pace producing quality work using prescribed methods.

**22.02** Should a dispute arise concerning a job assignment, it shall be investigated by the Company and the Union without undue delay. A Union Health and Safety Representative and/or Ergonomics Representative will be involved with the investigation. The Company will provide copies of all relevant information required for such investigation upon request.

- 22.03 The employee must accept the job assignment and continue working until such investigation is completed. The employee will receive assistance, if required, until such time as the Company has thoroughly reviewed the complaint and has either altered the work assignment or determined that the work assignment meets the requirements of clause 22.01.
- 22.04 Should the matter remain in dispute, the Union may grieve such, beginning at Step Three of the grievance procedure.
- 22.05 The Union shall have the opportunity of bringing in representatives qualified in evaluating such job assignments.
- 22.06 When the Company intends to significantly change or eliminate a classification or any job, the Company will first review such with the Union. Changes are subject to 22.01 above.

**ARTICLE 23 - INSURANCE AND PENSIONS**

**23.01 During the term of this agreement, beginning May 1, 1998, the Company will provide the following benefits for all bargaining unit employees (excluding probationary employees) in accordance with the following:**

**(a) Life Insurance**

**Provide for Life Insurance of \$30,000 effective May 1, 1998, and \$32,000 effective May 1, 1999, and \$34,000 effective May 1, 2000.**

**Retirees - Provide for \$5000.00 paid up life insurance for employees who retire on or after May 1, 1998.**

**Provide for AD&D of \$25,000 effective May 1, 1998, and \$27,000 effective May 1, 1999, and \$29,000 effective May 1, 2000.**

Effective November 1, 1995 Optional Life up to \$100,000 paid by the employee.

Additional optional coverage for dependants as follows:

\$25,000 - \$30,000 for spouses

\$10,100 - \$12,000 for children

(b) **Weekly Indemnity:**

Eligibility for payment: First day of accident, fifth calendar day of sickness, first day of hospitalization including first day for surgical procedure **that is recognized under O.H.I.P. Schedule of Insured Services and performed in a hospital, doctor's office or medical clinic**, maximum twenty-six (26) weeks (thirty-nine (39) **weeks effective May 1, 1999**) for any given accident or sickness. Benefits will be two-thirds (2/3's) of an employee's gross earnings for the previous twenty (20) weeks prior to the disability divided by the total number of such weeks or two-thirds (2/3's) of an employee's normal hourly rate including COLA and shift premium, whichever is the greater.

**Also, the insurance carrier will allow a worker to submit claim forms for pre-approval prior to any pre-scheduled surgery. The surgery can be verified with a note from the physician who performed the surgery.**

No weekly indemnity benefits will be paid for any day which an employee has received pay for more than four (4) hours and such day shall not be considered as the first day of sickness, disability if such employee has received pay for more than four (4) hours.

The Company will provide for Weekly Indemnity or Long Term Disability benefits while an employee's **W.S.I.B.** claim is being processed or is under appeal subject to meeting the disability qualifications for such benefits. Employees will provide a waiver at the time of applying for such benefit for reimbursement when the **W.S.I.B.** claim is approved.

**Physician's Fees: The Company will not pay for Physician's Fees for completion of the initial E.I. or Insurance Carrier Medical Forms. Any additional medical evidence after the first submission being requested by the Company or the Carrier will be paid by the Company, provided that the initial claim form has been completed as required. If the employee cannot meet the return to work date or there is no return date specified as indicated on the Disability form, any request for additional medical evidence will be paid by the employee.**

A period of care will be considered to have started when they have been seen and treated personally by a physician. If an employee is unable to be seen and treated personally by a physician, the Company will accept proof of diagnosis and treatment by a physician over the telephone in establishing the commencement of a period of care. The consulting physician must complete an attending physicians statement confirming the diagnosis **and** treatment rendered by telephone.

Employees on layoff who are unable to return to work when recalled due to illness or injury (Workers Compensation cases excluded) will be eligible to receive Weekly Indemnity provided they have not been laid off in excess of ninety (90) calendar days and meet the disability qualifications for such benefits.

If an employee is denied an Unemployment Insurance Maternity benefit, the Company will pay Weekly Indemnity benefits during the period of normal pregnancy leave, as defined in the Ontario Employment Standards Act.

**DISABILITY DISPUTE RESOLUTION PROCESS**

**The Company and the Union wish to see weekly indemnity and long term disability claims processed in a fair and expedient manner. The following provisions will be implemented effective May 1, 1998.**

**a) Notice of Denial or Suspension of Disability**

**Benefits:**

- (i) The insurance carrier will contact an employee's attending physician directly when requiring additional medical information to ensure there is no undue delay in processing claims.**
- (ii) In the event the Company or Insurance Carrier wishes to challenge any claim which meets the basic criteria of being under the active and continuous care of a legally licensed physician and who is following the treatment prescribed by that physician, then it shall pay the claim pending sending the employee to a physician of their choosing.**
- (iii) The Company or Insurance Carrier will provide an employee on disability leave with advance notice of intention to suspend benefits. No suspension of benefits will take place provided the employee is continuing to be treated by a legally licensed physician until the procedure in (b) below has been followed.**

- (iv) **The Union's Benefits Representative will receive a copy of all correspondence related to any intended denial or suspension.**
- b) **Dispute Resolution Process**  
Where there is a dispute between two (2) physicians on the ability of the employee to return to work, the dispute shall be handled in the following manner:
- (1) **The employee shall continue on disability claim during the period of dispute to a maximum of four (4) weeks.**
  - (2) **The Company will instruct the carrier to provide the physicians with a physical demands analysis. The physicians will be asked to discuss the case by phone to see if there is agreement.**
  - (3) **If the physicians still disagree, the Union and the Company shall review the matter and determine the appropriate examiner (i.e. general practitioner; specialist) for a third party independent medical opinion (IMO). The IMO shall be binding.**
  - (4) **The Company will give the employee 48 hours advance written or verbal notice of the scheduled third-party examination.**
- c) **Conditions in the Dispute Resolution Process**  
During the Dispute Resolution Process as described in Section B, the following conditions shall apply:
- (1) **Reasonable effort will be made to determine why an employee failed to show up for a scheduled examination.**
  - (2) **The examination report (both verbal and written) will include a statement of "able to**

work”, “not able to work”, or “able to work with restrictions”. The written notification of results to the employee determined to be “able to work” or “able to work with restrictions” will include instructions to report to the plant physician to inform him/her of the employee’s *status*.

**d) Termination of Disability Benefits**

Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employee is “able to return to work”, disability benefits shall terminate as of the date of the examination or, if later, the date that the examination results are made available to the employee.

**e) Modified Work**

The availability of modified work will not be a factor in terminating an employee’s disability claim. If the employee is able to return to work with restrictions, but such work is not available or the employee does not have the seniority to qualify for the position, the employee will remain on disability.

**f) Cost of Medical Note**

Where the Company or the carrier requires a medical note, including but not only a third party IMO, the Company shall cover the cost of the note.

If the employee must travel more than 20 kilometres (one way) for a medical examination required by the Company or the carrier, the Company shall reimburse the employee at the rate of twenty-two cents (\$0.22) per kilometre.

**(c) Semi-Private Hospital Insurance:**

Company to pay 100% of premiums for semi-private hospital insurance.

- (d) Major Medical equivalent to Green Shield Plan T-4. No deductible 100% coverage.

**Amend definition of spouse to include a partner of the same sex.**

**Services of a speech pathologist, podiatrist or chiropodist, naturopath, osteopath, chiropractor (chiropractor includes \$10.00 towards non-OHIP portion) increased to an annual maximum of \$400.00.**

**Psychologist services increased to \$50.00 initial visit and \$35.00/hour for subsequent visits (includes counsellor with Master in Social Work) increased to an annual maximum of \$400.00.**

- (e) **Hearing Aid Benefit - \$750 per hearing aid in any three (3) year period. Covered expenses include charges for cost installation, repair and maintenance, batteries of hearing aid or aids.**

**(f) Prescription Drug Plan:**

Green Shield Plan 7 to include that brand name drugs will be substituted with a generic drug unless the physician specifically indicated "no substitution", on the prescription.

One dollar (\$1 .00) deductible.

**(g) Dental Plan:**

Green Shield Plan 15 or its equivalent. 100% paid benefit with the most current O.D.A. fee schedule in effect from time to time.



**Annual maximum effective May 1, 1996 is \$1750.00. This amount will be increased to \$2000.00 per year effective May 1, 1999.**

Orthodontic maximum effective May 1, 1996 is \$1750.00, increasing to **\$2000.00 lifetime effective May 1, 1999.**

**(h) Vision Care:**

Present benefit coverage is \$200.00 in any twenty-four (24) month period.

**Effective May 1, 1999 - \$210.00**

**Effective May 1, 2000 - \$220.00**

**May 1, 1998 - \$80.00 for dependent children in alternate years for prescription changes only.**

**(i) Long Term Disability:**

The current qualifying period is 41 weeks and effective **May 1, 1999 the qualifier is thirty-nine (39) weeks.**

Provide for L.T.D. plan with monthly benefit of \$1300.00 effective May 1, 1997, **and \$1500.00 effective May 1, 1999.**

**If employee's seniority exceeds twelve (12) months at time of disability, employee is eligible for five (5) years or length of service whichever is greater to a maximum of ten (10) years or if seniority is ten (10) years or more until age sixty-five (65).**

**LTD benefits payable shall be reduced by Disability or Old Age Benefits under any existing or future legislation.**

**Master policy definition for totally disabled to change to reflect Manulife's definition.**

j) **Out-of-Province/Canada coverage**  
**Greenshield Plan QJ or equivalent**

k) **Group health benefit coverage for all future and past retirees, their spouses and dependents. In the event of the death of the employee, group health benefits will continue for spouse and dependents. Effective May 1, 1998.**

**Cost of premium**

**10 years' service - 50%**

**15 years' service - 75%**

**20 years' service - 100%**

23.02 (a) Employees on Weekly Indemnity or **W.S.I.B. Benefits will continue to receive benefit coverage in 23.01 up to five (5) years or length of service, whichever is greater. Employees on Long Term Disability will continue to receive benefit coverage as stipulated in 22.01.**

(b) Employees on layoff will continue to receive benefit coverage in 23.01 up to but not including the first day of the fourth month following the date of layoff. Employees so covered may continue benefit coverage for a further **twelve (12) months** by paying to the Company the prevailing group premium rates payable by the Company on the employee's behalf provided that the employee's payment is received by the Company no later than the 15th of each month in which premiums are due. Employees may select all or **part** of the benefit coverage as follows:

Drug & Major Medical

Dental

Vision

Life Insurance

23.03 Pension Plan:

**In the pension plan document, credited service for union representative leave will be amended to state that it will comply with the Ontario Pension Act.**

**Note: Death benefit applying to all years of service - subject to confirmation.**

The following improvements will be implemented in the pension plan for bargaining unit employees:

- (a) The following regular early retirement provisions shall be added to section 4.2 of the plan:
  - (i) Retirement at age 60 with 10 or more years of service.
  - (ii) Retirement at or after age 55 with age plus service totalling 85 with a reduction factor of 1/2 of one per cent for each full month below age 60.
  - (iii) Effective April 30, 1998 retirement at or after age 55 with 30 or more years of service.
- (b) The following special early retirement provision shall be added to the plan:
  - (i) Retirement at the Company's option, if the member has reached age 55 and has 10 or more years of service.  
  
In the event of retirement under this provision, unreduced early retirement benefits shall be paid.
- (c) A supplement shall be payable to all members who retire under the early retirement provisions as outlined above. Effective May 1, 1998, such supplement shall be equal to **\$18.00** per month per year of service to a maximum of \$540.00 and shall be payable until age 65.

- (d) Effective **May 1, 1998** a special allowance shall be paid to members who retire under the 30 & out provision as outlined above. The special allowance shall be paid from retirement date until age 60, and shall be equal to an amount which, when added to the basic and supplement, shall equal **\$1800.00**.
- (e) The basic benefit shall be applicable to all years of service and shall be equal to the following:
- May 1, 1998: \$33** per month per year of service  
**May 1, 1999: \$34** per month per year of service  
**May 1, 2000: \$36** per month per year of service
- (f) All retirees except vested retirees shall have their benefits increased an additional **one dollar fifty cents (\$1.50) May 1, 1998** and an additional **one dollar fifty cents (\$1.50) May 1, 1999**.
- A special payment of \$5000.00 will be paid to any employee who retires during the life of this contract under normal retirement conditions, excluding any employee who retires on the thirty (30) years and out retirement provision, or who retires on a disability retirement pension.**
- (g) Future credited service effective October 12, 1995 shall be provided for on the same basis as is contained in the CAW -Lear Corporation Kitchener plant pension plan, which shall include the provisions for service accrual while on layoff, WI, WSIB and Union leave.
- (h) The plan will be amended to provide for survivors' benefits on the same basis as is currently provided in the "Kitchener Plan", i.e. a survivor benefit for

spouses of employees who die prior to retirement, but who on the date of death were eligible to retire and a survivor benefit for spouses of employees who proceed to retirement.

- (i) Disability pension benefits will be offset by any L.T.D. or **W.S.I.B.** benefits a disabled employee receives.
- (j) A Board of Administration shall be established, consisting of three (3) Union members and three (3) Company members. The duties, responsibilities and powers of the Board shall be the same as that of the board pursuant to the "Kitchener Plan".

#### **23.04 TRANSITION AND BRIDGE BENEFIT**

**In the event of death of an employee with five (5) years of service, a lump sum payment of \$5,000.00 will be made to his/her surviving spouse or dependent children.**

#### **ARTICLE 24 - LEGAL SERVICES PLAN**

- 24.01 The Company agrees to begin funding at the rate of nine (9) **cents** per hour effective May 1, 1998 per straight time **hours** worked. The CAW Legal Services Plan will be implemented as of May 1, 1997 in the same form as that which is in effect in the Kitchener and Whitby agreements. **In addition, the Company will establish a contingency fund of twenty-five thousand dollars (\$25,000.00) so that in the event the fund is depleted, the twenty-five thousand dollars (\$25,000.00) may be used to pay for legal services. The contingency fund cost will be recovered by the withholding of funding until the contingency money is recovered. The contingency fund will then be restored. This contingency funding will terminate April 30, 2001.**

**ARTICLE 25 -  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

25.01 Supplemental Unemployment Benefit Plan

Effective October 12, 1995 such plan will form Exhibit "B" of this agreement and will contain the contributions and benefits as described in the Kitchener agreement, with access to the current fund effective September 1, 1996.

**ARTICLE 26 - GENERAL**

26.01 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.

26.02 Pay Cheques

(a) 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. The Plant Chairperson will be notified of any deviation.

- (b) When an employee has a pay shortage of sixty dollars (\$60.00) or more, the discrepant amount will be paid on the day following the regular pay day.

26.03 Leads Hands

**Commencing November 1, 1998 future Lead Hand jobs will be posted.**

A Lead hand leads a group of people in his/her department. He/she may be required to perform the regular duties of his/her normal classification and in addition, assigns work to the individuals in his/her department. An employee may only be a lead hand in his/her regular department and shall have no rights over and above the other employees in his/her regular classification or department. He/she will be placed in his/her normal equalization group for overtime purposes. He/she will report directly to the supervisor of the department and will not be involved with the hiring, separation or formal disciplinary procedures of the Company. Lead hands shall be subject to all terms of this agreement. His/her duties will not consist of overtime call-in, handling of attendance sheets or employee personnel files.

26.04 Change of Address/Telephone Number

An employee will notify the Human Resources Department within five (5) working days of any change of address or telephone number. The employee will complete an Employee Request form, (in duplicate, and the employee will sign the form) and receive a receipt.

In cases where the employee is on layoff or leave of absence, such notice will be given by registered mail. The employee will receive a receipt from the Company that they have given such notice.

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

26.05 Union Introduction

The Company agrees that when a new employee is hired, **the employee will be introduced to his/her Union Representative. The Union will be allowed twenty (20) minutes if needed or requested.**

26.06 Employee Assistance

In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism, turnover and other disruptions of the work force. Furthermore, it can adversely affect safety, job performance, and employee moral.

The Company recognizes the importance of a continuous co-operative effort between its' management, Union Representatives and its' members in this regard. It is appropriate for the Company and the Union to review and discuss these problems from time to time, with a view to providing assistance to addicted employees, consistent with these employees attitudes towards their problems.

Such assistance shall include, but is not necessarily limited to, identification of the problem at its earliest state, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of management and Union alike to recognize and deal responsibly and constructively with such problems as they arise.

The Company will strive to co-operate with the Union in supporting and emphasizing the objectives of an employee substance program.



The Company will pay sickness and accident benefits for employees who are undergoing a prescribed rehabilitation process.

The recognized Substance Abuse Representative will be permitted a reasonable amount of time with pay during his/her regularly scheduled shift to provide necessary assistance to employees. An alternate will be identified on **each shift to handle** emergency situations.

26.07 Hiring Rate

Probationary employees will receive 85% of the base rate stipulated in Appendix "A" of this agreement.

26.08 Appendices

- (a) Attached hereto and forming a part of this Agreement is Appendix "A" covering Job Classifications and applicable Wage Rates for production and skilled trades workers.
- (b) Attached hereto and forming a part of this Agreement is Appendix "B" covering the Cost-of-Living Allowance.
- (c) Attached hereto and forming a part of this Agreement is Appendix "C" covering the Skilled Trades.
- (d) Attached hereto and forming a part of this Agreement is Appendix "D" covering Letters of Intent.
- (e) Attached hereto and forming a part of this Agreement is Appendix "E" covering the Benefit Booklet.

**ARTICLE 27 - HEALTH AND SAFETY**

- 27.01 (a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees.

- (b) The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful work environment.
- (c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with the Ontario Occupational Health and Safety Act (R.S.O. 1990, c. 0.1) and its regulations in effect on September 1, 1995. **If services become unavailable, the parties will meet to come up with remedies.**

27.02 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.

27.03 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.,

and lift truck drivers. 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. The parties agree that the Joint Health and Safety Committee will review other areas of the plant and any additional areas designated as requiring safety footwear will be included in the eighty-five dollar (\$85.00) subsidy. A calendar year is defined as January 1st to December 31st.

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

The Company agrees to maintain and or improve present practices and review with the Health and Safety Committee, any additional requirements.

27.05 The Union/Management Health and Safety Committee will be maintained during the life of this agreement. The Committee shall consist of eight (8) members, four (4) of whom shall be appointed by the Company and four (4) of whom shall be appointed or elected by the Union. One (1) of the Union's Representatives shall be full time and retained on the day shift. The other three (3) Union Representatives will rotate and function as required. The full time representative will be paid by the Company two (\$2.00) per hour above their regular classification rate and will not be compensated for more than eight (8) hours overtime in any one work week unless **additional hours are preauthorized by the Company.** He/she will be returned to his/her posted classification and shift upon leaving office.

The Union Representatives will be trained as Certified Representatives, with the cost of such training to be paid by the Company. **Extra training will be by mutual agreement and the Company will pay the cost.**

**On health and safety complaints, the on shift Union Health and Safety representative will investigate with the affected employee and immediate supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the on shift union representative requires assistance, he/she may request through the supervisor the presence of the Union Co-Chair.** Following a failed attempt to reach a bilateral solution with a management certified representative, the Company recognizes that a certified worker representative will have the unilateral right to shut down equipment in accordance with the Occupational Health and Safety Act.

**The Union Health and Safety representatives shall be allowed the opportunity to meet privately for one hour, twice per month, paid by the Company. Such meetings shall take place at a mutually convenient time and day.**

27.06 Members will be paid by the Company to carry out functions which will include but not be limited to the following:

- (a) Meet at least monthly at a mutually agreed time and date 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 programs.
- (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) For purposes of making health and safety inspections, the National Union Health and Safety Staff Representative(s) will, with proper advance notice, have access to the plant and locations where members of the Union are employed, when accompanied by the Company Health and Safety Director or their designate.
- (d) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such.
- (e) 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.
- (f) When a condition exists and tests are needed, the Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide and air flow and will train the Union Health and Safety Representatives in their use. When the conditions of the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

when a potentially hazardous condition exists and testing is required to make a determination regarding the existence of such hazard, the Company will, within practical limits, make available the appropriate testing equipment upon request of the Joint Health and Safety Committee.

- (g) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.
- (h) The Company will provide access to any software the Company has at its disposal related to H&S and worker compensation issues to the Union Health and Safety Representatives.
- (i) When a Union Health and Safety representative is not available when required, the Union full time Health and Safety representative will be called in.

27.07 The Company will continue to disclose the identity of all known physical agents or toxic materials to which workers are exposed. Also symptoms, medical remedies and antidotes at the request of the Union.

27.08 (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 their 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.
- 27.09 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.
- 27.10 **The Company and the Union jointly recognize the rights of employees to refuse work in accordance with the Occupational Health and Safety Act, S. 43. R.S.O. 1990 (c.0.1.)**
- (a) **An employee has the right to refuse hazardous work which may harm the employee or any other person in the workplace.**
  - (b) **When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the on shift union health and safety representative who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.**
  - (c) **The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refuses unless the second worker is advised of the reason for the refusal in the presence of the on shift union health and safety representative.**
  - (d) **If the Union and the Company cannot agree on a remedy to the work refusal, the government inspector shall be called in.**

- (e) **No employee shall be discharged, penalized, coerced, intimidated or disciplined by the Company for acting in compliance with this article.**
- (f) **For the employee who refuses work under this article and all employees affected by the refusal and any direction under this article, there shall be no loss of pay, seniority or benefits during the period of refusal.**
- (g) **The Company agrees that all members of the joint health and safety committee have the right to investigate dangerous circumstances at the workplace.**

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

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

27.12 The Company will install a "lock-out system" on machinery and equipment in conformity with the Ministry of Labour. A lock-out training program shall be jointly developed and delivered by members of the Joint Health and Safety Committee within ninety (90) calendar days of the signing of this agreement. Such training shall be no more than four (4) hours in length for maintenance personnel.

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



- 27.14 (a) If an employee is injured on the job, he/she will be paid for the balance of the initial shift on which he/she has been sent home or to a hospital or doctor by the medical staff of the Company because of such injury. This shall also apply for time that an employee requires to be treated by the Company's medical staff. **The Company will have a union health and safety representative present when requesting an employee to sign a form 7 from the Workplace Safety Insurance Board.**
- (b) If an employee is injured in the plant and the Company wishes to place him/her on a job within their capabilities, the employee shall be paid their own rate or the rate of the job **including applicable shift premium, whichever is greater.**
- (c) Employees returning from WSIB, while still partially disabled, shall be paid as per (b) above except that when the WSIB is still providing the employee with partial benefits, he/she shall receive the rate of the job.
- (d) If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant or to the employee's home.

It is further agreed that an employee will be paid for time lost due to subsequent treatments related to an occupational injury or illness when such treatments cannot be arranged outside of their regular working hours.

- 27.15 When an employee returns to work or the Company receives notice from **the WSIB** and the Company is furnished with permanent/temporary restriction(s) whereby the employee is requesting and the doctor is recommending

modified accommodation be considered, the Company nurse and the Union's Benefit Representative will review the restrictions and then meet with the Production Manager for the purpose of identifying whether the employee's job can be modified to accommodate the employee within his/her restrictions and where practical to do so.

In the event the employee's job cannot be modified, the plant committee and the Company will convene a meeting for the purpose of identifying other jobs in the plant that could be recommended as suitable to accommodate the employee. Modified positions will be offered to the most senior employee(s) requiring accommodation, provided the modified position fits within the worker's restrictions. Every effort will be made to maintain the employee's previous rate of pay. A representative from the **Worker's Safety Insurance Board** will be included in the procedure where applicable.

**The seniority provisions of the collective agreement, such as the job posting procedure, shall only be set aside to accommodate disabled employees if the Union agrees. The lay-off and recall provisions of the collective agreement shall apply in the same manner as if the person had not been disabled. Injured workers cannot displace regular workers from their jobs.**

**An employee will be offered any vacancy on the modified work program that is available on his/her shift. The modified job(s) being offered must be within the employee's restrictions.**

**If no vacancies exist on the employee's shift, then the vacancies on the other shifts will be offered to the employee. The employee will be given his/her choice of shift and job, provided the modified jobs being offered are within the employee's restrictions.**

**When all of the identified jobs on the modified work program are filled or no vacant modified jobs are within the employee's restrictions, and seniority employees need accommodation, the following bumping procedure will apply:**

- i) The senior employee will bump across three (3) shifts the most junior employee who is performing a modified job, provided the job is within the senior employee's restrictions.**
- ii) If the modified job is not within the restrictions of the senior employee, then the senior employee will be allowed to move up to the next junior employee who is performing a modified job.**

**This process will continue until the senior employee has either:**

- i) exhausted his/her seniority or,**
- ii) the restrictions of the senior employee prevent him/her from performing a more junior employee's modified job.**

**If an employee cannot be accommodated at the completion of this process, he/she will be referred back to the WSIB or other lost income benefits where applicable. The Company will offer immediate assistance when reinstatement of the applicable benefit is needed for workers who do not have enough seniority and could not be accommodated on modified work.**

**The Company will notify the Union, in writing, whenever there are changes to identified modified jobs.**

27.16 It is agreed that a joint ergonomics sub committee of the Health and Safety Committee will be established. There

will be two (2) members from the Union and two (2) members from the Company. The members of this sub committee will receive appropriate training established by mutual agreement of the Company and Union.

(a) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the company shall hire a consultant. The Committee shall have input in such selection to ensure that the consultant selected is qualified to address the ergonomic concern.

(b) The Committee shall consider all issues pertaining to proper application of ergonomic principles.

27.17 Each year on April 28, at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

27.18 In addition to 27.05, the Company agrees to provide a leave of absence with pay for up to fifteen (15) working days for the Union Health and Safety Representative and the plant committee to participate in CAW Health and Safety Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

27.19 Whenever possible, the Company agrees to inform the Joint Health and Safety Committee in advance of any changes including, but not limited to, plant layout, new equipment/ machinery or substantial modifications to any job.

#### **ARTICLE 28 - PLANT MOVEMENT**

28.01 Except where prohibited by law, whenever the Company transfers operations from any plant covered by this agreement to another plant owned, leased, acquired or built by the Company, in Canada, 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 with their full Company seniority including all the benefits provided for in this agreement.

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

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

- (a) The plant location is at least eighty (80) kilometres from the plant at which he/she last worked and he/she moves their residence as a result of such relocation, and;
- (b) His/her application is received by the Company within six (6) months after commencing employment at the new plant.

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

KILOMETRES BETWEEN PLANT LOCATIONS	SINGLE	MARRIED
80 – 159	\$795	\$1,765
160 – 479	885	1,945
480 – 799	960	2,040
800 – 1,599	1,155	2,410
1,600 or more	1,345	2,770

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future governmental legislation, the amount of Relocation Allowance provided under this paragraph when added to the amount of Relocation Allowance

provided by such legislation shall not exceed the amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

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

**28.06** In the event of a layoff which is expected to result in seniority employees being permanently laid off, such laid off employees who make application through the Company will be given due consideration of a seniority basis over other applicants who have not previously worked for the Company for job openings in other CAW represented Lear Corporation Canada Limited plants. An employee hired under this provision shall retain recall rights per their collective agreement. They shall begin in their new plant as a seniority employee with their date of hire in the new plant being their seniority date. Their company accumulated seniority will be recognized for eligibility purposes of vacation entitlements as provided in the new plant.

**28.07** Any seniority employee may make application through the Company for possible future job openings as indicated in clause **28.06** above and the Company shall give due consideration to any such application. Any employee hired as per this clause shall retain seniority rights in this plant until such time as they have successfully completed their probationary period in the new plant.

**28.08 - SEVERANCE PAY PLAN**

- a) This Plan will become operative in the event of:**
- i) A full plant closure.**
  - ii) Employees with at least five (5) years of service who are laid off in excess of twenty-six (26) consecutive weeks.**

- b) Employees will be eligible for benefits under the Severance Pay Plan once they have exhausted their SUB entitlements.
- c) Benefits under this **Plan** will consist of a Severance Pay amount payable by the Company, and such amount shall be **determined in** accordance with the employee's years of seniority as of the last day worked prior to the employee's layoff. The payment amount will be in accordance with the following table:

Years	Permanent	
	Job Loss	Closure
5 less than 6 years	8,200	16,800
6 less than 7 years	9,000	18,000
7 less than 8 years	10,600	20,600
8 less than 9 years	11,900	21,900
9 less than 10 years	13,200	23,200
10 less than 11 years	22,200	25,000
11 less than 12 years	23,300	27,000
12 less than 13 years	24,500	29,000
13 less than 14 years	25,700	31,000
14 less than 15 years	26,800	33,000
15 less than 16 years	28,000	35,000
16 less than 17 years	29,200	37,000
17 less than 18 years	30,300	39,000
18 less than 19 years	31,500	41,000
19 less than 20 years	33,000	43,000
20 less than 21 years	35,000	45,000
21 less than 22 years	37,000	47,000
22 less than 23 years	39,000	49,000
23 less than 24 years	41,000	51,000
24 less than 25 years	43,000	53,000
25+	45,000	55,000

- d) Severance Pay benefits will be inclusive of legislated severance pay.**
- e) Acceptance of Severance Pay benefits will sever the employee's seniority.**
- f) Employees who accept Severance Pay benefits shall be granted an additional 1.9 years of credited service under the hourly employee's Pension Plan.**

**Should the plant experience a severe permanent reduction of the employment level, the parties will meet to discuss ways to maintain employment levels. Methods of maintaining the employment level may include buyout provisions or changes to current language.**



ARTICLE 29 - DURATION

29.01 ~~The agreement shall become effective on May 1, 1998 and shall remain in full force and effect until midnight, April 30, 2001 and unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire~~

**Rick VanHeukelom**      **Wayne McKay**  
**Director,**                      **CAW National Representative**  
**Labour Relations**

**Tim Tracey**                      **John Gatens**  
**Human Resources**              **President,**  
**Manager**                              **CAW Local 1090**

**Richard Pink**                      **Steve Batchelor**  
**Asst. Human Resources**      **Chairperson**  
**Manager**

**Christine Ebelthite**              **Rick Swoffer**  
**Asst. Human Resources**      **Committeeperson/**  
**Manager**                              **Benefits**

**Mark Whittaker**                      **Rodney Hargrove**  
**General Production**              **Committeeperson/**  
**Supervisor**                              **Health & Safety**

**Pauline Beggs**  
**Committeeperson**

**Ron Baker**  
**Committeeperson**

**Wojciech Zykus**  
**Committeeperson/**  
**Skilled Trades**

**APPENDIX "A" -  
JOB CLASSIFICATIONS AND WAGE RATES**

This Appendix "A" referred to in Article 26 and forming part of this agreement, made between Lear Corporation Canada Ltd., and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union, dated this 1st day of May, 1998.

<b>Departments/ Classifications</b>	<b>Effective May 1/98</b>	<b>Effective May 1/99</b>	<b>Effective May 1/2000</b>
<b>EMB</b>			
Assembler	\$20.41	\$20.82	\$21.23
Repair Operator	\$20.76	\$21.17	\$21.58
Lead Hand	\$20.91	\$21.32	\$21.73
<b>FINAL ASSEMBLY</b>			
Assembler	\$20.41	\$20.82	\$21.23
Tracks	\$20.41	\$20.82	\$21.23
Testers	\$20.41	\$20.82	\$21.23
Repair Operator	\$20.76	\$21.17	\$21.58
Cushion Line Assembler	\$20.41	\$20.82	\$21.23
Sequencer	\$20.76	\$21.17	\$21.58
Trim Picker	\$20.41	\$20.82	\$21.23
Lead Hands	\$20.91	\$21.32	\$21.73
<b>JUMPSEAT</b>			
Assembler	\$20.41	\$20.82	\$21.23
Repair Operator	\$20.76	\$21.17	\$21.58
Lead Hand	\$20.91	\$21.32	\$21.73
<b>MAINTENANCE</b>			
Electrician	\$26.99	\$27.52	\$28.07
Plant Millwright	\$26.99	\$27.52	\$28.07
EMB Millwright	\$26.99	\$27.52	\$28.07
Lead Hand	\$27.49	\$28.02	\$28.57

<b>Departments/ Classifications</b>	<b>Effective May 1/98</b>	<b>Effective May 1/99</b>	<b>Effective May 1/2000</b>
<b>MATERIALS</b>			
<b>Material Handler</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Cycle Counter</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Stores Room Attendant</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Lead Hand</b>	<b>\$20.91</b>	<b>\$21.32</b>	<b>\$21.73</b>
<b>Q/A</b>			
<b>ILD Technician</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>SQ/Rattle Technician</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Discrepant Handler</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Inspector</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Lead Hand</b>	<b>\$20.91</b>	<b>\$21.32</b>	<b>\$21.73</b>
<b>SANITATION</b>			
<b>Janitor</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Compactor Operator</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Driver</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>SHIPPING/ RECEIVING</b>			
<b>Ship/Rec Clerk</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Forklift Operator</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Lead Hand</b>	<b>\$20.91</b>	<b>\$21.32</b>	<b>\$21.73</b>
<b>UTILITY</b>			
<b>U/O Plant Wide</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>U/O Departmental</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>20%</b>			
<b>Assembler</b>	<b>\$20.41</b>	<b>\$20.82</b>	<b>\$21.23</b>
<b>Shift Premiums:</b>			
	<b>Afternoons</b>	<b>Midnights</b>	
<b>May 1, 1998</b>	<b>\$1.00</b>	<b>\$1.40</b>	
<b>May 1, 1999</b>	<b>\$1.10</b>	<b>\$1.50</b>	
<b>May 1, 2000</b>	<b>\$1.10</b>	<b>\$1.50</b>	

**APPENDIX "B" -  
COST OF LIVING ALLOWANCE**

This Appendix "B" referred to in Article 26 and forming part of this agreement, made between Lear Corporation Canada Ltd., and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union, dated this **1st day of May 1998**.

All employees in the bargaining unit shall be granted a cost-of-living allowance determined in the following manner:

The Cost of Living Allowance will be adjusted based on the Consumer Price Index, published by Statistics Canada based on CPI (1986 = 100) deviation to yield (.073 = \$0.01).

**Sixty-five (\$0.65) cents of the current Cost of Living Allowance of seventy (\$0.70) cents in effect at April 15, 1998 will be folded into the wages and the remaining five (\$0.05) cents will remain as a float.**

Effective Date Of Adjustment First Pay Period			Based on CPI Published In
Beginning on or after:			
<b>July 15, 1998</b>	<b>1999</b>	<b>2000</b>	<b>July</b>
<b>October 15, 1998</b>	<b>1999</b>	<b>2000</b>	<b>October</b>
<b>January 15, 1999</b>	<b>2000</b>	<b>2001</b>	<b>January</b>
<b>April 15, 1999</b>	<b>2000</b>	<b>2001</b>	<b>April</b>

The above deviation shall be accumulated by the CPI during the three preceding dates of adjustment.

The Cost of Living allowance will be included in computing overtime pay, holiday pay, call-in pay, vacation pay, bereavement pay, jury duty pay and weekly indemnity benefits.

In computing the adjustment of COLA due in **July 1998** and after, a table will be constructed using the Index number 133.7 published by Statistics Canada.

## APPENDIX "C" - SKILLED TRADES

### SECTION 1

The term Journeyman/Journeywoman as used in this Agreement shall mean any person

- (a) Who presently holds a Journeyman's/Journeywoman's classification in a skilled trade occupation;
- (b) Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;
- (c) Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he/she claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A CAW/UAW Journeyman's/Journeywoman's Card will be accepted as proof;
- (d) Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above;
- (e) Prior to an employee's starting date, the Company shall present to the Union documented proof of the respective trade that the new employee is applying for.
- (f) Future employees entering a trades classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "A".
- (g) The Company and the Union agree to review the feasibility of instituting an apprenticeship program during the life of the collective agreement.

### SECTION 2 -

#### REDUCTION OF SKILLED TRADES WORK FORCE

Preamble

There shall be no bumping between Skilled Trades and the rest of the bargaining unit except that should a trades classification

be permanently discontinued or eliminated, such employee(s) displaced may exercise their full Company seniority to bump the junior employee(s) in the bargaining unit.

- (1) If employees are to be reduced from any skilled classification, such junior employees will be laid off in order of their seniority from such Skilled Trade classification.
- (2) Recall shall be made in reverse order of layoffs.
- (3) The classifications of EMB Millwright and Millwright shall be combined for the purposes of layoff and recall.

### **SECTION 3 - TOOL ALLOWANCE**

The Company agrees to arrange with a Tool Supplier for the purchase of tools required in the performance of a trade for each Skilled Trades employee. The Company further agrees to pay for a tool allowance annually up to **three hundred (\$300.00) dollars. Employees will be allowed to carry over to the next year, any unused portion of the annual \$300.00.**

Any tool purchases beyond the allowance may be paid through a payroll deduction. The Tool Allowance will apply to those skilled trades classifications listed in Appendix 'A'. **The payment will be paid on the following payroll.**

In addition, the Company agrees to pay the cost of license renewals for Skilled Trades when required by law.

### **SECTION 4 - LEAD HANDS**

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

**Commencing November 1, 1998, future lead hand jobs will be posted.**

## SECTION 5 - EDUCATION

- (a) Where an employee desires to further his/her work knowledge in his/her particular Skilled Trade by taking courses related to his/her trade, the Company agrees to assist him/her with such training when he/she complies with the following procedure:
  - (1) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course;
  - (2) Receives the approval of the Human Resources Manager or their designate before proceeding to take such course;
  - (3) Satisfactorily completes such course.
- (b) Reimbursement for tuition and required text books will be made, **by the Company up to \$900.00 (nine hundred dollars)** after the employee provides satisfactory evidence of successful completion of the course.
- (c) Such courses must be taken during the employee's non-working hours. Employees working afternoon shift shall have time off from work to attend classes without pay. Approval under this clause will be for up to one (1) year, with extensions if necessary, provided each section is successfully completed.

Successful completion of courses under this Clause will be recorded on the employee's personnel record.
- (d) **The Company will provide training and education for the applicable trades for new equipment and/or processes being brought into the plant. Whenever possible or feasible, such training will be prior to the equipment and/or process being brought into the plant. All training will be at the Company's expense.**

## **SECTION 6 - DUES SKILLED TRADE COUNCIL**

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

## **SECTION 7 - CLOTHING**

All Skilled Trades employees must wear safety footwear, and the Company will provide Skilled Trades employees with cloth hand wipes upon request **and their choice of coveralls or shirts and pants.**

**The Company will pay 100% to a maximum of \$85.00 per pair, for two (2) pair of safety boots per employee per year.**

## **SECTION 8 - VACATIONS**

Employees in the Skilled Trades shall schedule their annual vacations at mutually convenient times by June 2 each year. Should the Company not require such employees during the annual vacation shutdown period and they have previously scheduled their vacation at some other time, then they shall not be required to take vacation time during the shutdown period.



## **SECTION 9 -WEEKEND MAINTENANCE**

### **WEEKEND MAINTENANCE WORKERS**

#### **1. Hours of Work**

**One (1) shift of twelve hours on each of Saturday and Sunday.**

**Three (3) ten minute breaks.**

**Lunch (1) thirty minute paid lunch period.**

**It is agreed that the Company and the Union will make a joint application to the Employment Standards Branch for consent to these hours of work arrangements.**

#### **2. Employees assigned as weekend maintenance workers will work a twenty-four (24) hour week, consisting of twelve (12) hours on Saturday for which they will be paid at a rate of time and one half (1 1/2 X) their regular straight time hourly rate for each hour worked and twelve (12) hours on Sunday for which they will be paid at a rate of double time (2X) their regular straight time hourly rate including appropriate shift premium for hours worked.**

**Weekend workers whose assigned shift begins on or after 3:00 p.m. will be paid the appropriate afternoon shift premium. Weekend workers whose assigned shift begins on or after 11:00 p.m. will be paid the appropriate midnight shift premium.**

#### **3. Weekend Vacancies**

**Whenever the Company needs to populate the weekend maintenance workforce, it will post the number of positions needed. The most senior maintenance employee will be given first choice. After this step, vacancies will be filled by posting, according to Article 12.**

4. **Vacation and Vacation Pay**  
One (1) weekend (24 hours) vacation to equal one week of vacation.
5. **Holidays**  
A weekend not worked is equivalent to five (5) days or forty (40) hours. Any balance of negotiated holidays will be paid based on eight (8) hours at the normal base rate per holiday, plus appropriate shift premium. It is not the intent that weekend maintenance workers receive more holiday pay than their regular scheduled workers.  
Should regular scheduled maintenance workers be unavailable for work on paid holidays, the next opportunity will be offered to weekend maintenance workers. If there are still insufficient volunteers, the Company and the Union will meet to find a mutually agreed way of providing coverage.
6. **Pension Plan**  
Hours calculated as hours paid.
7. **Jury Duty**  
If pay is lost due to jury duty, the Company will make up the lost pay as outlined in this Agreement.
8. **Bereavement**  
In the case of bereavement covered by the collective agreement, if any day of weekend work falls between the date of death and the date of the funeral, the Company will pay the normal rate for the Saturday and/or Sunday involved.
9. **Weekly Indemnity**  
Accident/Hospital/WSIB - one half the present weekly benefit for each twelve (12) hour shift missed.  
Weekly Indemnity Sickness - Benefits will begin after they actually miss thirty-two (32) hours pay.

**10. Probation**

For the determination of the probationary period for weekend workers, a weekend worked will be equivalent for five (5) days.

**11. 10.07 (e) change “3 consecutive working days” to “2 consecutive working days”.**

For weekend maintenance workers Saturday and Sunday will not be considered “premium days” for the purpose of clause 10.07. (Absent & loss of seniority)

**10.07 (d) change “5 consecutive working days” to “7 consecutive calendar days” (recall from layoff).**

**13.01 (Layoff notice) change 5 working days to 7 calendar days when possible.**

For weekend maintenance workers, 10.07 (e) applies except that two (2) consecutive days shall apply.

**14.01 (Leave of Absence notice) change 5 working days to 2 working days.**

**15.04 (shift change notice) change 5 working days to 7 calendar days when possible.**

**12. Hours worked for hours paid in accordance with 20.13**

**13. Overtime**

If the Company requires hours worked on a Saturday or Sunday beyond these normally worked by the maintenance worker, they will be first offered to the maintenance employees working on the regular Monday through Friday work week.

Weekend overtime will first be offered to the skilled trades employees working the regular Monday through Friday work week.

#### **14. Implementation**

The Company will meet with the Plant Committee during the implementation to discuss any problem that may arise.

Should the Company decide to discontinue the "Weekend Maintenance" program, the Union and employees affected will be given at least one (1) month advance notice.

#### **SECTION 10 -APPRENTICESHIP PROGRAMS**

The Company and the Union agree to negotiate a CAW Apprenticeship Program by October 1, 1998 and to activate the program during the term of this collective agreement.

#### **SECTION 11 –**

##### **SUB CONTRACTING - SKILLED TRADES**

- a) Work normally and historically performed by bargaining unit employees will not be performed by outside contractors, if the Company has the manpower, skills, equipment, and facilities to do such work.
- b) No bargaining unit employee(s) with the present skill and ability shall be laid off while work belonging to the Company is being performed by outside contractors, providing such work can be performed by such employee(s).
- c) When sub-contracting involves work in the plant, the employees in comparable classifications within the bargaining unit or those bargaining unit employees who work with employees of outside contractors shall be scheduled to work at least the same number of hours as those worked by the outside contractor's employees. When sub-contractors are involved with the installation of new equipment, bargaining unit employees in comparable

classifications shall be assigned to assist or observe in the installation or alterations. If a bargaining unit employee notices flaws or problems with such equipment, he/she shall report same to his/her Supervisor.

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

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

## APPENDIX "D" - LETTERS OF INTENT

This Appendix "D" referred to in Article 26 and forming part of this agreement, made between Lear Corporation Canada Ltd., and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union, dated this **1st day of May, 1998.**

### NO. 1 - EMERGENCY PHONE CALLS:

It is agreed when employees receive emergency phone calls, the call will be recorded and relayed promptly to the affected employee.

### NO. 2 - RE: OUT SOURCING/SUB-CONTRACTING/ CONTRACTING OUT:

**It is the intent of the Company for the duration of this agreement, that work normally and historically performed by bargaining unit employees will not be performed by outside contractors, if it has the manpower, skills, equipment and facilities to do such work.**

No bargaining unit employees with the present skill and ability shall be on layoff while work belonging to the Company is being performed by outside contractors, providing such work can be competitively performed by such employees.

The Company agrees that there shall be meaningful discussion between the Company and the Union prior to any job being outsourced.

During the current negotiations, the parties discussed outsourcing's impact on the Union's members and the parties agree that discussions and reviews regarding such matters can bring into sharper focus, in specific instances, factors which can impact such decisions and provide the opportunity for meaningful Union input before such decisions are made.

**It is recognized such decisions are dependant upon the Company's ability to be cost competitive, technologically competent, and upon the degree to which the Company's resources can be allocated to further capital expenditures which might be required.**

**Accordingly, the Company will meet with the Plant Committee to provide a means of regularly addressing mutual concerns which pertain to outsourcing decisions and their potential impact upon the workforce.**

**It is understood that discussions regarding outsourcing involve information which must be kept confidential until the Company consents to its release.**

**NO. 3 - FIRST AID TRAINING:**

First Aid training shall be offered to employees on a voluntary basis paid by the Company.

**NO. 4 - DRUG TESTING:**

During negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the effective implementation of the Employee Assistance and Substance Abuse Program.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in

various jurisdictions. The parties agreed that the debate and case law in this area is still evolving and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public.

The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly.

Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace and will discontinue a requirement for certain employees to submit to drug testing.

**NO. 5 - WHMIS:**

The Company agrees to provide four (4) hours of training for employees who have not yet received WHMIS training, two (2) hours training to employees for annual update WHMIS training. Training to be jointly developed and delivered by the Joint Health and Safety Committee and Company and Union representatives on Company paid time.

**NO. 6 - SKILLED TRADES TOOL INSURANCE:**

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

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



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

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

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

#### NO. 7 - NON-DISCRIMINATION/HARASSMENT

##### 1. Introduction

Both the Company the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This Letter of Understanding shall be interpreted in accordance with and subject to the provisions of the Code.

##### 2. Complaint and Investigation Procedure

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the CAW

Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint committee.

**The parties will designate independent representatives from Human Resources and the Union and pay for their lost time, when necessary. The Company agrees to provide and pay CAW training for three (3) days for Management and Union representatives within three (3) months of the collective agreement, and eight (8) hours training for all employees within a year.** Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The Joint committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint committee may, if he/she so wishes, have Union representation present during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality.

Records of the investigation, including interviews, evidence and any recommendations **made by the Joint committee** will be securely maintained in the offices of the Company and the Union.

Upon the completion of the joint investigation, the Joint committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the plant chairperson. If the members of the Joint committee do not agree, the report may reflect differences in the findings.

The Human Resources Manager and the plant chairperson will then attempt to agree on what action, if any, should be taken as a result of the complaint and the findings of the Joint committee. Any agreed action will then be implemented.

If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged, the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing in this Letter of Understanding prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

#### No. 8 - TEMPORARY ABSENCE PROGRAM

The Company agrees to consider participating in any TAP requested by a seniority employee. The Company will not unreasonably deny any such request and, prior to any rejection, the Company will meet with the Plant Committee to review the reasons for such denial.

## **NO. 9 - DISCIPLINARY RECORDS**

On the ratification date of this Agreement, all disciplinary records except written warnings will be erased from all employees' records.

## **No. 10 - NORMAL WORK SCHEDULE**

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.

## **No. 11 - MODIFIED WORK PROGRAM**

**The Union and Company agree to maintain and implement a modified work program at the Lear Ajax plant. The current program dated November 12, 1996 will continue for the duration of the Collective Agreement. Any changes to the program will be subject to the approval of the Union and Company.**

## **No. 12 - UTILITY OPERATORS**

The Company and the Union will meet periodically to ensure that the Company is maintaining an adequate number of Utility Operators to meet the provisions of the collective agreement.

## **No. 13 - VENTILATION DUCTS**

Ventilation duct work and areas will be cleaned in Lear Corporation (Ajax), at least three (3) times per year.

No. 14 - EMPLOYEE FACILITIES

During these negotiations, it was agreed that the employee facilities such as washrooms, cafeteria and location of public phones would be improved as required.

No. 15 - BENEFITS REPRESENTATIVE

The Union Benefits Representative will be notified and allowed to attend any meetings or investigations regarding the WSIB which pertain to an injured worker.

No. 16 - PENSION PLAN

The Company agrees that they will amend the pension plan in the event that employees are laid off as a result of a plant closure or discontinuance of operations.

Such amendment will provide retirement at the Company's option or under mutually satisfactory conditions if the member has reached age 50, has at least 10 years of service, and is laid off due to plant closure or discontinuance of operations.

No. 17 - OVERTIME

**Due to the change in distribution of overtime in Article 16 clause 16.06, all overtime hours will be zeroed, on a one time basis only, on the Master Equalization List at May 1, 1998.**

No. 18 - SURVEILLANCE POLICY

**The Union expressed concern over the issue of undercover surveillance or the use of video cameras in the plant. The Company agrees not to participate in undercover surveillance nor will it use hidden cameras to monitor employees without prior notification to the Union.**

**No. 19 -  
LONG TERM LAID OFF EMPLOYEE ASSISTANCE**

During the course of negotiations, the parties held discussions concerning the problems of long term laid off employees. It was mutually agreed that subsequent to ratification, the Company and Union would meet to determine what assistance may be offered to assist the employees in securing the services available under government programs and/or make recommendations and give assistance in securing other employment.

**No. 20 - PARKING/WASHROOM**

The Company agrees to meeting with the Union within thirty (30) days following ratification to discuss and review the issue of washroom and parking capacity. The parties will be charged with developing an action plan to resolve these issues.

**No. 21 - COMPASS PROGRAM**

During the 1998 negotiations the parties discussed COMPASS. The parties agreed that within sixty (60) days of ratification, the parties will meet for the purpose of discussion, understanding and, if agreed, a full implementation of a COMPASS program. The parties understand that, prior to implementation, both parties must be in agreement and such program would be administered as a joint program.

**No. 22 - CAFETERIA SERVICES**

This letter will confirm that a joint Union-Management committee will be convened within thirty (30) days after ratification of the new Collective Agreement to fully investigate means of resolving issues that have led to a general sense of dissatisfaction with the cafeteria services. This Committee will be equally represented by Management and Union personnel and will be equally responsible to make joint recommendations

to the Plant Manager and to bring these concerns to a full and final resolution.

**No. 23 - FUNCTIONAL ABILITY**

The Company and the Union will review the Functional Ability Evaluation to ensure such evaluation is only directly related to the disability involved. Any dispute between the results of the FAE and an employee's attending physician may be referred to the Disability Dispute Resolution Process.

**No. 24 - INSURANCE**

During the 1998 negotiations, the Company and Union discussed the benefit insurance plan as it refers to differences in the Master Insurance Plan documents between Manulife and Mutual. The Company stated that there are no changes or differences in the intent of the plans, nor in the benefit level of the plans. The Company further states that it will not change the benefit level or the intent of the benefit coverage without agreement from the Union. However, the Company maintains that the choice of insurance carrier remains with the Company.

**No. 25 - LIFT TRUCKS**

During these negotiations, the parties discussed and have agreed that upon the expiration of the current lift truck lease agreement, the Company will replace the propane lift trucks with electric lift trucks.

**No. 26 - VOLUNTARY OVERTIME**

The Company will agree to the following:

All hours worked on voluntary Friday and Saturday midnight shifts will be offered to the coinciding shift that the hours are being worked on.

**For example; Voluntary overtime need from 11PM Friday up to 7am Saturday, will be offered to the midnight shift, unless in extenuating circumstances to a maximum of two (2) hours.**

**Voluntary overtime needed 7 AM Saturday up to 3 PM Saturday will be offered to the shift on days for that week, unless in extenuating circumstances to a maximum of two (2) hours.**

**Voluntary overtime needed 3 PM up to 11 PM Saturday will be offered to the shift on afternoons for that week, unless in extenuating circumstances to a maximum of two (2) hours.**

**In the event of an extenuating circumstance as in above, anytime worked beyond the two (2) hours' window will result in payment to the affected employee for the full time worked including the two (2) hours.**

**All hours will be canvassed from and charged to the regular weekly equalization lists for the departments.**

**In the case that volunteer requirements cannot be fulfilled, the Company will canvass the previous shift for volunteers and if needed, the following shift.**

**On volunteer plant wide clean up, the Company will canvass from all departments required for clean up including the utility operator department. A minimum of one (1) utility operator will be brought in for each department being asked, but no more than the number of U/O's assigned to that department.**

**Volunteer production requirements will be canvassed firstly by department (normally performs) for each department required.**

**Utility operators will be included in all training.**



**The Company will agree to meet with the Union prior to the voluntary overtime being scheduled in order to try to keep the distribution of voluntary overtime as nearly equal across the three shifts as possible.**

**No. 27 - GMT 800 JOB POSTINGS**

**For the purpose of GMT 800 Job Postings, Article 12.02 shall not apply for the start up of production.**

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22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

S	M	T	W	T	F	S
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## NOTES

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