

Collective Agreement

between

Faurecia Automotive Seating
Canada LTD

and

United Steelworkers of America
Local 8694

Begins:
03/27/2003

Terminates:
05/17/2006

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THE AGREEMENT entered into this 27th day of March, 2003.

BETWEEN:

FAURECIA AUTOMOTIVE SEATING CANADA LTD.
(hereinafter referred to as the "Company")
Of the first part,

AND

UNITED STEELWORKERS OF AMERICA
On behalf of Local 8694
(hereinafter referred to as the "Union")
Of the second part.

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and its employees covered by this Agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operation of the Company's business, and to establish wages, hours and working conditions for the said employees, and to protect their safety and health while at work as set forth in this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Company recognizes the Union as the sole Collective Bargaining agent of all employees of the Company in Metropolitan Toronto and the City of Mississauga save and except supervisors, persons above the rank of supervisor, office and sales staff.
- (b) The terms and conditions set forth in this Agreement shall have full force and effect for all

employees in the Bargaining Unit as described in Clause 2.01 (a).

- 2.02 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit as set forth in Clause 2.01.
- 2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context applies.
- 2.04 An employee of the Company whose job is not in the bargaining unit shall not normally work on any job which is in the bargaining unit, except in emergencies or for the purposes of training and instructing employees, or in the performance of experimental work.
- 2.05 The Company will keep the Union advised in writing of the names and areas of responsibility of its supervisors and persons above the rank and the Union shall not be required to recognize any such official until it has been so notified.
- 2.06 The Union shall advise the Company in writing of the names and area of each of its stewards and the names of its local officers and Committeepersons and the Company shall not be required to recognize any such official until it has been so notified.
- 2.07 The parties hereto agree that there shall be regular meetings during working hours between Management and the Grievance or Plant Committee to discuss matters of mutual interest provided that the agenda of these subject to be discussed is provided by the parties at least three (3) to four (4) working days prior to the meeting and further provided that such meetings shall not take place more often than once in any calendar month and unless the parties hereto mutually agree. Management agrees to upgrade the contents of the ~~Union/~~Management meetings by

turning these meetings into a more open forum on Company direction and higher level decision participation.

- 2.08 In the event that the Company ceases its operation or operations and closes its plant or plants or any part of its plant or plants and transfers the same or similar operations to a location anywhere in Ontario, the United Steelworkers of America will be recognized by the Company as the bargaining agent and the existing Collective Agreement shall be in full force and effect. Displaced employees will be given the opportunity to transfer as per seniority. The unbroken service of any employee who chooses to relocate with the Company shall be recognized for the purpose of establishing seniority. Existing employees shall be given the first opportunity to relocate before any new hiring.
- 2.09 (a) Recognizing that contracting out decisions are made in order to remain competitive by lowering the Company's overall cost and that it is essential for the Company to possess the flexibility to contract out in order to lower overall cost, or because of the lack of suitable equipment the Company will discuss with the Union decisions to contract out work normally done by members of the bargaining unit, which would result in a lay off.
- (b) Work will not be contracted out if members of the bargaining unit with seniority who can perform the work are on lay off, provided that timelines and cost factors are reasonably equitable. The Company will discuss with the Union the proposals to contract out should these two (2) factors or other considerations indicate the necessity to contract out.

ARTICLE 3 – NO STRIKES – NO LOCKOUTS

- 3.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strikes, picketing, slow down or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Company and the Union agree that as a condition of employment, all employees who on the date of this Agreement are members of the Union in good standing and all new employees shall become members of the Union and shall maintain their membership in the Union.
- 4.02 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly.
- 4.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also

be sent to the Union office designated by the Area Coordinator.

- 4.04 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;

This information shall be sent to both the Union address identified in Article 4.03 above, in such form as shall be directed by the Union to the Company.

- 4.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 4.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 4.07 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any part of their representatives or members because of any employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 4.08 It is further agreed that there shall be no discrimination against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status religion nationality, ancestry or place of origin,

family relationship, lawful political affiliation, or lawful political activities engaged in and out of working hours and off Company property.

- 4.09 It is agreed that the Union and the employees will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Company without the permission of a Plant Manager or his/her designee, or **as** may be expressly provided for this Agreement.
- 4.10 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code and the Canadian Bill of Rights.
- 4.11 Notwithstanding anything contained in this Article, the Company shall not be required to discharge or otherwise discriminate against any employee whose membership in the Union has been terminated on any ground other than the refusal of such employee to tender Union dues as required as a means of maintaining membership in the Union.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the Management of the plant and the direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function for the Company to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer and suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that **he/she** has been discharged or disciplined without cause may be the subject of

a grievance and dealt with as hereinafter provided;

- (c) make, enforce, alter, from time to time, reasonable rules and regulations to be observed by the employees. The Company agrees to discuss with the Union prior to implementation;
- (d) determine the nature and kind of business conducted by the Company; the kinds and locations of plants; equipment and materials to be used; the control of materials and parts; the methods and techniques of work; the content of the jobs; the schedules or production: the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof, and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

ARTICLE 6 – PLANT COMMITTEE

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee which shall be composed of not more than four **(4)** persons (there may be one **(1)** substitute). In addition to the Chief Steward(s), (1) per division. The Union may appoint or otherwise select and the Company will recognize for the day shift up to four **(4)** stewards at the **Vipond** Division; (3) stewards at the Norfinch Division and for any afternoon shift two (2) stewards at the **Vipond** Division and one **(1)** steward at the Norfinch division, and for any night shift one **(1)** steward at each division. It is agreed that all Union stewards, committeepersons and other local Union officials shall be regular employees of the Company during their time in office and shall not be eligible to serve until they become permanent employees and have been placed on the seniority list.

- 6.02 The Union Grievance Committee shall consist of three (3) persons (there may be one (1) substitute) who shall be employees of the Company and the Bargaining Committee shall consist of five (5) persons (there may be one (1) substitute) who shall be employees of the Company. The Staff Representative of the United Steelworkers of America may be present at Step 3 of the Grievance procedure and join in the negotiation of the Collective Agreement.
- 6.03 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 6.04 The Union undertakes to secure from its officers, stewards and members, their cooperation with the Company and with all persons representing the Company in a supervisory capacity.
- 6.05 It is understood that the Union stewards and members of the Union Committee have their regular duties to perform on behalf of the Company and if it is necessary to investigate or negotiate a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor; such permission will not be unreasonably withheld. When their investigation requires them to enter another department or jurisdiction of a supervisor other than their own they shall inform this other Supervisor of their purpose and cooperation shall not be unreasonably denied. When resuming their regular work, they will report back to their immediate supervisor.
- 6.06 Union stewards, committee persons and other officials of the Local Union who are absent from their regular duties while investigating or negotiating grievances or engaged on other official business with Management will be compensated for such time at their regular

straight time hourly rate during their normal working hours. Up to three (3) members of the bargaining unit may attend arbitration hearings when required.

- 6.07 The officials of the Local Union who are absent from their regular duties while negotiating revisions to the Collective Agreement with Management will be compensated for such time at their regular straight time hourly rate during their normal working hours.
- 6.08 (a) The Company agrees to continue its present practice of providing the Union with an office in each plant, ie, one in the Toronto/Norfinch plant and one in the Mississauga/Vipond plant, which shall include a desk, chair, filing cabinet and telephone.
- (b) The Union President shall be permitted up to eight (8) hours per day and forty (40) hours per week on a Monday to Friday basis for Union business.

The Company shall pay the Union President eight (8) hours per day at his/her regular rate for a total of forty (40) hours per week. The Union President shall be offered overtime work opportunities within his/her job classification and home division.

- This provision shall apply to employees named as alternates to function as Union President when the Union President is absent from the Plant for five (5) or more consecutive working days.
- (c) Local Union President and Vice President shall be permitted to receive outside calls and to make calls directly without interference related to Union business.
- (d) In the event of emergency, employees should receive their telephone messages immediately.

Normal messages should be given to the employee in the normal manner.

- 6.09 The Company agrees that the President and Chief Steward will have preference of day shift. Where the Union President is absent for a period of one (1) week or more, the Vice President shall have the option of day shift.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 If a staff or other authorized Union representative who is not employed by the Company wishes to speak to Local Union representatives about grievances, or other official business concerning the Union and/or Management, he/she shall advise the Plant Manager or his/her designee which shall make arrangement for them to confer privately on Company premises. Such discussions will be arranged so that they will not needlessly interfere with production.
- 7.02 When an employee receives a written reprimand, he/she shall have a Union steward present.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement are agreed that it is the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.
- 8.02 An employee who has a complaint shall discuss the matter with his/her supervisor in the presence of the steward if such presence is requested by either party. The supervisor shall give a decision within one (1) working day. If the supervisor's decision is not satisfactory to the employee concerned, then the formal grievance procedure may be resorted to. In

the absence of the steward or chief steward, a Local Union official may substitute.

- 8.03 No grievance shall be considered where it is filed more than ten (10) full working days after the events given rise to the grievance were known or could reasonably have been known.
- 8.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Stet. 1

The aggrieved employee shall present his/her grievance (which shall be written on a form supplied by the Union and approved by the Company) to his/her Supervisor. The grievor shall have the assistance of the steward if he/she so desires. The Supervisor shall give a written decision in one (1) working day following the presentation of the grievance given to him/her. If the Supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Stet. 2

Within two (2) working days after the decision is given at Step 1, the aggrieved employee shall, with the Chief Steward, present the grievance to the Department Manager, who shall discuss it in the presence of the grievor(s), and render a decision in writing within two (2) working days following the presentation of the grievance given to him/her. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows: in case the Chief Steward is absent for that day, another official of the Union may act as a substitute.

Step 3

Within four (4) working days after the decision is given under Step 2, the grievance may be submitted

to the Plant Manager or his/her designee, who shall be a member of senior Management. The Plant Manager or his/her designee and such persons as Management may desire shall meet within a week with the Grievance Committee and the Grievor, who at the request of either party, may be accompanied by a Staff Representative of the International Union. The Plant Manager or his/her designee will render a decision in writing within five (5) working days following such meeting.

- 8.05 (a) If final settlement of the grievance is not reached at Step 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Single Arbitrator as provided herein under Arbitration, at any time within thirty (30) calendar days after the decision is given under Step 3, and if no such written request for arbitration is received within the time limit, then the grievance shall be deemed to have been abandoned. The time limit of thirty (30) calendar days may be extended for a further thirty (30) calendar days upon request.
- (b) The time allowance provided in this Article may be extended by mutual agreement between the parties in writing. If the time allowance, or any extension thereof, is not observed by the party who is alleged to have violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including arbitration.

8.06 Policy Grievance

If the Company is alleged to have violated any provisions of this Agreement and such violation affects the interest of the Union as a party to this Agreement, a grievance may be initiated by the Union at Step 3 of the Grievance Procedure.

8.07 Group Grievances

Where an alleged violation affects a significant number of employees in a department, the Union may sign the grievance on behalf of the aggrieved employees and initiate it at Step 2 of the Grievance Procedure.

ARTICLE 9 – ARBITRATION

- 9.01 The parties to this Agreement are agreed that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which had been properly carried through all steps of the Grievance Procedure as set forth in this Agreement and which has not been settled, may be referred to arbitration at the written request of either parties hereto.
- 9.02 Any grievance to be arbitrated shall be referred to a Single Arbitrator selected in rotation from a list agreed to by the parties.
- 9.03 The decision of the Single Arbitrator shall be binding upon both parties.
- 9.04 The Single Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.05 Each of the parties hereto shall jointly bear the remuneration and expenses of the Single Arbitrator.
- 9.06 The Arbitrators shall rotate on each subsequent arbitration but should anyone be unable to act within sixty (60) calendar days, he/she shall be passed over to the next on the list.
- 9.07 If during the life of this Agreement, one of the Arbitrators agreed to by the parties withdraws from

the list, the parties shall appoint a replacement by mutual agreement in writing.

- 9.08 Selection of a Single Arbitrator pursuant to clause 9.02 of this Article shall be made from the following list.

P.J. Brunner
K. Burkett

R.L. Kennedy
M. Teplitsky

ARTICLE 10 – DISCHARGE CASES

- 10.01 A claim, by an employee who has completed the probationary period that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is submitted at Step 3 of the grievance procedure within seven (7) working days after the employee ceases working for the Company. Such special grievance(s) may be settled by:

- (a) confirming the Management's action in dismissing the employee; or
- (b) reinstating the employee with full seniority and compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Single Arbitrator.

- 10.02 Before an employee is discharged, the Company shall have the Chief Steward or an officer of the Local Union, together with the employee who is to be discharged, provided both are available in the plant, and give the employee written reason for discharge. Copies of the reason for discharge shall be provided to the Local Union President, the Local Recording Secretary, and the Staff Representative. The employee shall be given a reasonable period of time

to consult with the Local Union officer regarding the discharge.

10.03 Warning Slips and Suspensions

No warning slip shall be held against the record of an employee for a period longer than nine (9) months. Copies of written warnings shall be provided to the Chief Steward and the Local Union President.

10.04 In the event of a disciplinary suspension or demotion; the suspension and demotion shall be voided after eighteen (18) months from the date of issue. The Company shall be disqualified from using voided warnings as listed above in the grievance or arbitration procedure.

10.05 No discipline shall be used against an employee if the employee was not represented by a Steward at the time of issuance.

ARTICLE 11 – MANAGEMENT GRIEVANCES

11.01 Any grievances instituted by Management may be referred in writing to the Union Grievance Committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union Grievance Committee shall meet within four (4) working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to arbitration as provided for in the Arbitration Procedure herein at any time within ten (10) calendar days thereafter, but no later.

ARTICLE 12 – SENIORITY

12.01 (a) The Parties recognize that job opportunity and security shall increase in proportion to length of

service. It is therefore agreed that in all cases of filling a job vacancy, transfer, layoff and recall after lay off, shift selection, and bumping, senior employees shall be entitled to preference.

- (b) In recognition, however, of the responsibility of management for the operation of the plant, it is understood and agreed that in all cases referred to in Article 12.01 (a) management shall have the right to pass over any employee if it is established that the employee does not have the ability to perform the work within a reasonable trial period of up to one (1) week. The foregoing shall not apply to classifications in job levels 5, 6, 7 and 8.

Training programs shall be established in accordance with the Training Statement — Article 26.15.

For lay offs up to five (5) days, excluding Saturdays and Sundays, bumping may take place within the department.

For lay offs of greater than five (5) days, excluding Saturdays and Sundays, bumping may take place Company wide in this Agreement.

- (c) The Company agrees to introduce all new employees to the Local Union President or the Shop Steward on the first day hired, and shall allow a fifteen (15) minute orientation period with the new employee in a suitable location on Company premises during the work day.

12.02 Seniority as referred to in this Agreement shall mean the length of unbroken service in the employ of the Company and shall be on a company wide basis.

12.03 (a) An employee will be considered on probation for a period of forty five (45) working days within a

six (6) month period from his/her date of hire in order that his/her suitability for retention beyond that period may be properly assessed by the Company. The decision to retain a probationary employee shall be at the sole discretion of the Company. Any day an employee reports for work shall be considered a day worked.

Immediately following the completion of the probationary period, an employee shall acquire seniority which will date back to his/her last date of hire.

- (b) The Company shall provide the Union with names, addresses and classifications of all new employees within one (1) week of starting their employment with the Company.

The Company shall notify the Union when an employee completes his/her probationary period.

- (c) Except as expressly provided under this Article probationary employees shall not be subject to the terms and conditions of the Agreement.

However, the discharge or suspension of a probationary employee may be subject to the Grievance and Arbitration Procedures of this Agreement.

- 12.04 The seniority list will be revised every four (4) months; a copy of the list will be posted in the plant(s) and a copy given to the Union. When two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name at date of hire. If an employee does not challenge the position of his/her name on the seniority list within the first five (5) working days from and including date of posting of this seniority list, then he/she shall be deemed to

have proper seniority and this listed date shall stand. However, not withstanding the foregoing, if any employee can subsequently prove that a clerical error in the seniority list was made by the Company, the list shall be corrected.

Seniority list shall contain the following information;

- Name of employee
- Employment starting date, job level and Job Classification.

12.05 Seniority shall accumulate in the following circumstances only:

- (a) When off work due to lay off, sickness or accident in which case seniority will continue for twelve (12) calendar months; in the case of injury compensable under the Workplace Safety and Insurance Act, seniority shall continue to accumulate for twenty four (24) calendar months. Where an employee has two (2) years or more service, in cases of sickness, accident or layoff, the period shall be extended to twenty four (24) calendar months.
- (b) When off work due to personal leave of absence.
- (c) When off work due to leave of absence on Union business.
- (d) When absent on vacation with pay or on plant holiday.
- (e) When actually at work for the Company

12.06 Seniority shall terminate and an employee shall cease to be employed by the Company when he or she:

- (a) Voluntary resigns their employment with the Company or retires;

- (b) **Is** discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) **Is off** work for a continuous period of twelve (12) months, in the case of lay off or disabling sickness or non-compensable accident. Where an employee has two (2) years or more service and is off work for a continuous period of twenty four (24) months plus six (6) months for each completed 5 years of service in the case of lay off or disabling sickness or non-compensable accident. This shall not apply in the case of employees absent due to sickness or non-compensable accident where there is any reasonable likelihood of their being able to return to work in the future.

The Parties further agree that vacation pay as afforded to employees off work as a result of sickness or non-compensable injury as afforded by Article 23.09 shall only be payable for periods of not more than twenty four (24) months.

- (d) If he/she is recalled to work after a lay off by courier or registered letter sent to his/her last known address on the records with the Company and fails to notify the Company within three (3) working days of their acceptance of the recall, or if he/she fails to report to work within seven (7) working days of receipt of notice or recall and fails to establish that he/she was prevented from reporting to work by reason of sickness or any other reasonable cause;
- (e) Fails to return to work upon the termination of an authorized leave of absence unless for unavoidable cause;
- (f) **Is** absent from work for three (3) or more continuous days without providing a satisfactory reason.

- 12.07 Any employee's reinstatement after sick leave will be conditional on him/her supplying, when requested, a certificate from a physician that he/she is fully recovered from the sickness which caused his/her absence.

Where an employee has provided a medical certificate and the Company is not satisfied with the certificate the Company will pay the reasonable physicians charge for obtaining additional medical information as may be required by the Company.

- 12.08 It shall be the duty of the employee to notify the Human Resources Department of the Company promptly and in writing of any change of address. If an employee fails to do so, the Company will not be responsible for failure or notification to return to work from lay off.

- 12.09 (a) In the event that a bargaining unit employee is transferred to a job which is outside of the bargaining unit and is subsequently returned to the bargaining unit his/her seniority date shall be adjusted to the date of their return to the bargaining unit. Placement within the bargaining unit shall be in accordance with clause 19.01.

It is understood that such employee will be credited with all years of service with the Company for the purpose of vacation calculations.

- (b) The Company shall advise the Local Union President of transfers into and out of the bargaining unit.

12.10 Technological Change

The Parties to this Agreement recognize that change and improvements in the methods, processes and means of operating is desirable and shall therefore be encouraged. However, the Parties also recognize that such substantial changes and improvements can have a far reaching effect on the job status of the

employees. For the purpose of this Agreement, technological change shall mean a significant change in method of process and means of operating which result in a job redundancy.

- (a) When the Company introduces technological change they shall meet with the Union Committee to discuss the installation, the number and classifications of employees affected by such change.
- (b) In the event an employee is displaced from their job as a result of technological change the Company agrees to assist in the training of such displaced employee, in consultation with the Union, to a bargaining unit position consistent with the employee's seniority as set out in this Agreement provided that the employee is willing and capable of learning within a reasonable training period up to a maximum of forty five (45) work days.

ARTICLE 13 – REDUCTION IN THE WORK FORCE **(LAY OFF)**

- 13.01 Except as otherwise provided for in this Agreement, any reduction of the workforce shall be by department within a division and shall be confined to that department.
- 13.02 For the purpose of this Article, departments shall be defined as follows:

Toronto Division:	Mississauga Division:
Heat Treat	Press Transfer
Tool & Die	Quality Assurance
Press Set-up	Maintenance
Shipping/Receiving & Material Handling	Shipping/Receiving & Material Handling
Maintenance	Tool Room
Quality Assurance	All Others
Plating	
All Others	

- 13.03 In the event of a lay off, Union Stewards and members of the Local Union Executive Committee shall be retained provided that there is work available which they are qualified and willing to perform.

Preference under this clause shall apply as follows:

- (a) Chief Stewards, Stewards, and members of the Executive Committee have this preference within the division in which they are employed.
 - (b) The President and the Chief Steward will be granted a trial period of two (2) weeks on a job at the same or if none is available at a lower job level if reasonably qualified.
 - (c) The Local Union President shall have Company wide seniority.
- 13.04 Employees shall be laid off in the following order within their department:

- (a) probationary employees;
- (b) employees according to inverse seniority;
- (c) the decision to lay off employees who have the same seniority date will be deducted by reverse alphabetical sequence of their surname at date of hire. If the surname is the same it will be decided by reverse alphabetical sequence of their first name.

In cases where time permits, the Company will endeavor to first lay off employees who freely volunteer. Within the thirty (30) day period prior to the expiry of their recall rights such employee will be advised of their employment status. Such notice will be sent by courier or registered mail to the last known address from the records of the Company.

- 13.05 Seniority shall be on a Company wide basis for the purpose of layoffs of over five (5) working days. The Union will be advised of pending layoffs in advance.
- 13.06 In the event of a lay off exceeding five (5) working days but not expected to exceed ten (10) working days, every employee to be laid off shall be given either two (2) days advance notice or where due notice is not given, two (2) days pay in lieu thereof at his/her regular straight time hourly rate.
- 13.07 In the event of a layoff exceeding ten (10) working days but not expected to exceed six (6) weeks, every employee affected shall be given five (5) days advanced notice or when due notice is not given, five (5) days pay in lieu thereof at his/her regular straight time hourly rate; in excess of six (6) weeks but not exceeding thirteen weeks, ten (10) days notice or pay in lieu of.
- 13.08 The Company will provide the Union with a mailing ~~list~~ for all present employees and for all new employees. Such list will be updated in October of each year.

The Company agrees to provide the Union with employee phone numbers provided the numbers are not unlisted.

ARTICLE 14 – RECALL

- 14.01 In the event of an increase in the workforce, employees will be returned to their original job classification from reassignment or layoff, seniority being the governing factor. Original job classification in this context shall mean the job classification the employee was last hired into or accepted into on a job posting.

ARTICLE 15 – HOURS OF WORK & OVERTIME

- 15.01 A day is a twenty four (24) hour period beginning with the start of the employee's shift. The basic workday for all employees covered by this Agreement shall consist of eight (8) hours in a twenty four (24) hour period and shall include the established rest periods.
- 15.02 Employees shall receive a thirty (30) minute paid lunch period arranged so that continuity of the operation is maintained.
- 15.03 The normal workweek for all such employees shall be forty (40) hours, Monday through Friday.
- 15.04 Authorized leave of absence shall be credited on the basis of basic hours as set forth in clauses 15.01, 15.02 and 15.03 above.
- 15.05 The Company shall post schedules of starting and quitting times. Such schedules shall not be changed without as much notice as is reasonable in the circumstances, five (5) working days, and shall be discussed with the Union prior to such change.
- 15.06 The above hours in no way shall be construed as being a guarantee of any hours of work per day or per week.
- 15.07 An employee will be paid at one and one half (1-1/2) times his/her regular straight time hourly rate for all hours worked in excess of eight (8) hours in any one (1) day. Any employee shall be paid two (2) times his/her regular straight time hourly rate for all hours worked in excess of eleven (11) hours in any one (1) day.
- 15.08 An employee whose normal workweek is Monday through Friday shall be paid for all hours worked on a Saturday at one and one half (1-1/2) times his/her regular straight time hourly rate, and for all hours

worked on a Sunday at two (2) times his/her regular straight time hourly rate.

- 15.09 Employees who work on a day designated as a paid holiday shall be paid holiday pay based on their regular hours (normal eight (8) times their regular straight time hour rate), plus time and one half (1-1/2) for all hours worked but shall be credited with not less than four (4) hours pay at time and one half (1-1/2) in addition to holiday pay.
- 15.10 Where in unusual circumstances a Saturday is by agreement of the parties hereto substituted for a normal work day which would have been worked at regular rate, overtime premium shall not apply except as would be applied in the case of such normal work day.
- 15.11 There shall be no compounding of overtime hours and if overtime is paid on any hour of work that hour shall not be used for the purpose of computing overtime under any other provision of this Article.
- 15.12 Hours worked after midnight to complete a scheduled shift shall be deemed to have been worked on the day shift started.
- 15.13 Definition of Shifts
- (a) A shift starting on or after 7:00 am but before 10:00 am is a day shift.
 - (b) A shift starting on or after 10:00 am but before 5:00 pm is an afternoon shift.
 - (c) A shift starting on or after 5:00 pm but before 7:00 am is a night shift.
 - (d) The working time before a lunch period is the first half shift and the working time after the lunch period is the first second half shift.
- 15.14 Rest Periods
A rest period of ten (10) minutes away from their

work area shall be provided during the second or third hour of the first half of the shift and at the end of the second half of the shift. Employees may punch out any time during the second half shift break and leave the premises. The Company will recognize the second half shift break as hours worked.

15.15 Overtime

- (a) Employees shall cooperate with the Company in working necessary overtime but overtime shall be voluntary. However, once an employee has agreed to work overtime, he/she shall not subsequently decline except for a good and sufficient reason. An employee shall be given notice of overtime as far in advance as is practicable. Where plant operating circumstances permit, employees shall be given notice on the Thursday shift for weekend overtime.

In emergency situations, an employee may be required to work overtime unless for a good and sufficient reason, is excused.

- (b) Employees working overtime for two (2) hours or more shall be allowed a ten (10) minute break at the end of their eight (8) hour shift.
- (c) No overtime shall be scheduled on the day that a Union membership meeting is being held. The Union will inform the Company of any special Union meeting three (3) days prior to such meeting so that no overtime will be scheduled for that day.

- 15.16 (a) Overtime shall be equitably distributed among those normally performing the work in a classification and a record showing overtime worked by employees in each classification shall be maintained and readily available for scrutiny by employees in the division. Such

record shall be copied to the Union Steward on a monthly basis.

- (b) In place of outside workers, regular employees should be given an opportunity to work overtime in any other division other than their own.
- (c) Employees shall be charged with overtime refusal if they decline the overtime opportunity, fail to work a previously accepted overtime opportunity, if they are not at work when the overtime is made available. When absent for any reason (other than vacations) five (5) working days or more, the absent employee will be charged with the average overtime worked during their absence. An employee newly moving into an overtime sharing group will assume the overtime average for that overtime sharing group.
- (d) An employee with a recognized medical restriction which limits their working hours will be charged the average hours of his/her overtime group.

15.17 Overtime shall be "equalized" over a period of six (6) months from April 1 to September 30 and October 1 to March 31. At the end of each six (6) month period the following shall apply:

- 1) The average number of hours of overtime worked in each classification will be calculated.
- 2) The average so calculated will be reduced by fifty (50) hours to establish a payment trigger.
- 3) Employees whose overtime hours worked and charged in the relevant period are less than the payment trigger shall be paid the difference between the payment trigger and their overtime hours worked and charged.

Overtime will be reconciled with the employee with the least amount of overtime being placed at zero (0) and those employees with more overtime credited with the amount of overtime above zero. Except in situations where the amount has been paid out as mentioned above.

Overtime will be adjusted to zero (0) effective April 1, 2000 and at the commencement of each overtime equalization period.

A record of overtime will be maintained and given to the Chief Steward and posted in the division on Tuesdays.

- 15.18 (a) In the case of daily overtime when an employee is offered such overtime and he/she declines to work, he/she shall be credited with but not paid for the overtime hours provided at least four (4) hours notice has been given prior to the overtime opportunity.
- (b) In the case of weekend overtime when an employee is offered such overtime and he/she declines to work, he/she shall be credited with but not paid for the overtime hours provided he/she has received notice on the Thursday shift prior to the overtime opportunity.
- 15.19 Employees requested to work more than ten (10) consecutive hours shall be given a meal allowance of \$8.50.

15.20 Weekend Shift Operation

- (a) Weekend Shift Operation shall be scheduled only for track stamping (Vipond).
- (1) Selection
The opportunity to work weekend shift and all vacancies shall be filled in accordance with Article 19.

- (2) **Locking In/Opting Out**
Employees accepting weekend shift arrangements, agree to a commitment of twelve (12) months, provided such a shift and hours of work remain available.
- (3) **Probationary Period**
Completion of twelve (12) weekends worked will complete the probationary period.
- (4) **Plant Paid Holidays**
(Completion of four (4) weekends worked entitles payment for plant paid holidays.)
Payment for each plant paid holiday shall be at eight (8) hours pay at his/her standard hourly rate, subject to clause 24.04 and 24.05. This refers to holiday pay in lieu of actual time off on designated paid holidays.
- (5) **Rate of Pay**
Employees will be paid twenty (20) hours at their standard hourly rate for each twelve (12) hour shift worked or pro rated if a shorter shift is worked.
- (6) **Hours of Work and rotation**
Two (2) twelve (12) hour shifts Saturday and Sunday commencing 11:00 p.m. to 11:00 a.m. and the 11:00 a.m. to 11:00 p.m. rotated as the employees prefer.
Three (3) paid twenty (20) minute breaks during each shift. For employees assigned to the weekend shift operation shall run from Saturday to the following Friday.
- (7) **Overtime**
Hours worked in excess of twelve (12) hours shall be paid and on and one half (1-1/2) times the standard hourly rate.

Weekend overtime will be offered first to employees working a five (5) day shift Monday to Friday.

- (8) Reporting Pay or Call In Pay
Amend to provide a minimum of ten (10) hours at the employee's regular hourly rate.
- (9) Vacations
Two (2) twelve (12) hour scheduled shifts shall be equal to one (1) week vacation allowance.
- (10) Bereavement Leave
Should a Saturday or Sunday be involved in bereavement leave as defined in Article 21, twenty (20) hours pay will be paid for each day missed from work.
- (11) Short Term Disability
Short Term Disability shall be paid on the basis of twelve (12) hours equaling one half (1/2) the benefits on a basis of first day of accident, first day of hospitalization and on missing twelve (12) hours of work.
- (12) Extra Work
This overtime wording applies only to clause 15.20.
When an employee assigned to the weekend shift operation agrees to work an additional shift outside the weekend shift operation, he/she shall be paid at his/her regular straight time hourly rate of pay for such hours worked until he/she actually works forty (40) hours in the week. After working forty (40) hours in the week, he/she shall be paid at one and one half (1-1/2) times his/her regular straight time hours for all hours actually worked in excess of forty (40) hours in such week.

- (13) Pension
For purposes of Pension contributions, each twelve (12) hour shift worked — pro rated for less than full **shifts**, will be deemed equal to twenty (20) hours worked.
- (b) When it is agreed for any reason to substitute a shift outside the regular assigned hours defined above, overtime rates shall not be paid.
- (c) All of the above provisions shall be applicable only to employees while they are actually assigned to twelve (12) hour weekend shifts.
- (d) The weekend shift **as** outlined in this Clause may be implemented, increased from one (1) shift to two (2) shifts, reduced or ceased with two (2) weeks notice.

ARTICLE 16 – SHIFT PREMIUMS

16.01 Effective the date of ratification shift premiums of fifty five (\$0.55) cents per hour shall be paid to each employee for all hours worked on the afternoon **shift** and sixty three (\$0.63) cents per hour for all hours worked on the night shift.

Effective May 18, 2004 shift premiums of fifty seven (\$0.57) cents per hour shall be paid to each employee for all hours worked on the afternoon shift and sixty six (\$0.66) cents per hour for all hours worked on the night shift.

Effective May 18, 2005 shift premiums of sixty (\$0.60) cents per hour shall be paid to each employee for all hours worked on the afternoon shift and seventy (\$0.70) cents per hour for **all** hours worked on the night shift.

ARTICLE 17 – CALL IN PAY

- 17.01 An employee who has completed their regular shift and left the Company premises and who is called back to perform work shall be paid a minimum of four (4) hours at time and one half (1-1/2) and be paid double time (2x) for all hours in excess of four (4) hours.

ARTICLE 18 – REPORTING ALLOWANCE

- 18.01 An employee permitted to come to work without being properly notified that there will be either no work or less than four (4) hours work available, and who is sent home because of lack of work before he/she has worked four (4) hours, shall receive a minimum of four (4) hours pay at their prevailing hourly rate subject to the applicable overtime premium, provided, however, that the provision of this Article shall not apply in any case in which the lack of work is caused by a labour dispute or by any reason beyond the control of the Company or in any case in which an employee is offered four (4) hours of work for which he/she is qualified and he/she refused such work.

ARTICLE 19 – JOB POSTING

- 19.01 Every permanent vacancy for positions expected to be of more than one (1) month's duration and every newly created position shall be posted on the plant bulletin board for five (5) full working days. Such posting shall state the classification, grade level, and the location. An employee desiring a position must make application in writing to Management within five (5) working days of the first day of posting. The Company shall post the names of all job posting applicants and the name of the successful applicant on the bulletin board. The

successful applicant will be advised within ten (10) working days from the date that the vacancy was posted and be placed on the job within three (3) weeks from the date that he/she was named the successful applicant. It is recognized that in unusual circumstances, the time limits in this paragraph may **be** extended by mutual agreement. The Company's decision shall be based on the factors set out in Clause 12.01 **(a)** and **(b)**. Job opportunities are to be made available first to senior employees before advertising and hiring from outside.

Reclassification shall not be considered a vacancy.

The Company agrees to post vacancies occurring Company wide.

A Union Officer may make application on behalf of an employee on vacation and leave of absence.

The most senior trained applicant shall be placed on the job in accordance with Article 12.01 **(b)**. The Company shall advise the Chief Steward if the senior applicant is not initially selected for the job or is returned to his/her former job in accordance with clause 19.02. Should no employees apply for the posted vacancy or all applicants are exhausted in accordance with Clause 19.02, the Company shall allocate the suitable junior employee from job levels five and six in the Division to the position. After exhausting the foregoing procedure, then the Company may hire from outside.

Apart from temporary transfers, no employee shall be transferred from a classification to another classification without posting. The President shall receive a copy of all job postings.

- 19.02 When an employee receives a job posting, he/she shall receive a training period as set out below in order to assess their suitability:

Level 5 to 6	seven (7) working days
Level 7 to 9	twelve (12) working days
Level 10 and 11	twenty (20) working days
Level 12 and over are not covered	

When an employee fails to demonstrate his/her suitability within the training period, he/she shall be returned to their former job classification.

If the employee advises the Company within the training period they wish to be taken off the job the employee would return to their former job classification.

- 19.03 If the same vacancy reoccurs within one (1) month of the posting date, then re posting is not required.
- 19.04 The Company shall have the right to temporarily fill a vacant job immediately, pending the job posting process and selection. Should an employee with seniority who is temporarily filling the vacancy apply for the job under the provisions for job posting along with other applicants, then the experience gained during the temporary assignment shall not be considered in determining qualification for the job. Senior employees from the classification chosen by the Company to fill the temporary vacancy on their shift shall be given preference.
- 19.05 An employee who is for the convenience of the Company temporarily transferred to work for a period of one (1) hour or more in a classification having a higher rate of pay than the current classification of the employee shall be paid the rate of the higher paid classification. An employee who is temporarily transferred for the convenience of the Company to work in a classification having a lower rate of pay than his/her current classification, this employee shall be paid at the rate of his/her current classification. Temporary transfers shall not be of more than one (1) calendar month duration unless

otherwise agreed by the parties hereto and job posting shall not apply.

- 19.06 No job shall be posted while there are employees on layoff with recall rights or on assignment resulting from layoff who are qualified to perform it. Employees with recall rights shall be recalled by seniority to fill vacancies in job levels 5, 6, 7 and 8.

ARTICLE 20 – HEALTH & SAFETY

- 20.01 The Company and Union shall maintain a Joint Health and Safety Committee at each Division, consisting of not more than three (3) members including the Local President (there may be one (1) substitute) at each division to be elected or appointed by the Union and not more than three (3) members appointed by the Company.
- 20.02 The general duties of the Joint Health and Safety Committee shall be:
- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
 - (b) To assist in the investigation of work related accidents.
 - (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
 - (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes

shall indicate what action has been taken with respect to suggestions or recommendations previously made.

- (e) The Union Chairperson shall be one (1) of the three (3) members of the Joint Health and Safety Committee shall have the right to accompany all Ministry of Labour Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) The Company shall advise the Local Union President and Staff Representative of the circumstances surrounding work related accidents.
- (g) The Company, the Union and the employees will comply with the Occupational Health and Safety Act of Ontario, Revised Statutes of Ontario, 1990 as amended by SO 1992.

20.03 (a) Protective Devices, Wearing Apparel and Equipment

Where the nature of the tasks assigned to an employee requires the use of special protective equipment or clothing, such equipment or clothing other than safety footwear shall be supplied by the Company and shall remain the property of the Company. Work clothes to be provided to all employees and to be maintained by the Company at their expense. Two (2) pairs of work clothes per week to be provided for every employee.

(b) Safety Footwear

The Company agrees to reimburse all employees with seniority for the cost of one (1) pair of safety shoes per calendar year and replacement for a second pair as required upon presentation, to the value of:

Effective on ratification — \$120.00
Effective May 18, 2004 — \$125.00
Effective May 18, 2005 — \$130.00

As a condition of employment, all employees in the bargaining unit shall be required to wear approved safety footwear while at work.

A person who cannot, for legitimate medical reasons, wear safety footwear may, where the nature of the work so permits, be allowed to wear footwear otherwise permitted under the appropriate statute, unless such employee works at a job where special safety footwear is required under such statute, in which case the employee may obtain special safety footwear at their cost and the Company shall reimburse the employee up to the maximum annual allowance, or where possible, the employee shall be transferred to a job where statutory requirements for special footwear do not pertain.

Probationary employees will be reimbursed as provided upon completion of their probationary period.

(c) Prescription Safety Glasses

The Company shall reimburse any employee upon need and only once every two (2) years to a maximum of:

Effective on ratification — \$195.00
Effective May 18, 2004 — \$200.00
Effective May 18, 2005 — \$205.00

Upon proof of purchase of approved safety prescription glasses (frames and lenses). Payment must be approved by the Department Manager. The Company will assist an employee in ordering such glasses, if the employee so requests.

20.04 Suitable protective coats shall be made available by the Company in the Shipping/Receiving area and to provide reasonable protection from rain and cold when loading the unloading trucks.

20.05 Uniforms – Truck Drivers

Employees classified as “truck drivers” shall be provided with suitable summer and winter uniforms which shall be maintained on a “fair wear and tear basis”.

ARTICLE 21 – BEREAVEMENT LEAVE

21.01 When a death occurs in the immediate family of an employee who has seniority under the terms of this Agreement, the employee upon request will be allowed the necessary time off. Immediately following the date of death, at their regular straight time hourly rate for time lost from normal working hours to a maximum of three (3) days. For the purpose of this section, immediate family shall mean spouse, children, mother, father, brother, sister, mother in law, father in law, grandchildren and grandparents.

ARTICLE 22 – JURY DUTY

22.01 An employee who is selected for service as a juror or as subpoenaed witness will be compensated for loss of pay due to such service. Such compensation will be based on his/her regularly scheduled hours at his/her straight time hourly rate less the fee received for their service. The employee will be requested to provide proof of service and the amount of pay received therefor. Where such service exceeds one (1) day, the employee shall keep the Company informed as to the probable periods and duration of such service.

ARTICLE 23 – VACATION AND VACATION PAY

- 23.01 The vacation year for the purpose of entitlement shall be from July 1st through June 30th of the **following** year.
- 23.02 Vacation must be taken by all employees entitled thereto and cannot accumulate or be taken in subsequent vacation years.
- 23.03 For the purposes of vacation pay calculation, total earnings shall mean all wages received, including vacation pay paid, from the Company as taxable income during the twelve (12) month period ending June 30th prior to the vacation period.
- 23.04 Vacation pay will not be issued until July 1st in each year (except in the event of termination of employment).

If an employee takes vacation prior to July 1st the employee, provided written request is made two (2) weeks in advance, shall receive an estimated amount of vacation pay for the vacation taken. The balance of vacation pay shall be paid on July 1st, and in any event, no later than July 15th.

- 23.05 Preference of the time at which employees wish to take their vacation will be given consideration but the Company reserves the right to make the final decision.

The Company agrees seniority will be the deciding factor in any conflict between employees.

- 23.06 The Company agrees to post the notice of plant shutdown for the vacation purposes by May 15th each year.

In the event that customer requirements dictate that the plant shutdown be changed, the Union will work with Management to meet customer demands.

The Company will post the work to be performed during the plant vacation/shutdown and the plant affected. Selection for such work will be made by seniority in the plant subject to the employee(s) being able to perform the work required with instruction in appropriate safe operating procedures

23.07 An employee who has less than one (1) year's seniority as of June 30th on the current vacation year will receive four percent (4%) of their total earnings for vacation pay

23.08 The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation time and vacation pay is determined by their length of service as of June 30th each vacation year in accordance with the following schedule:

<u>Vacation Entitlement</u>	<u>Time</u>	<u>Vacation Pay % of Earnings</u>
1 year and less than 5 years	2 weeks	4%
5 years and less than 10 years	3 weeks	6%
10 years and less than 20 years	4 weeks	8%
20 years and less than 28 years	5 weeks	10%
28 years and over	6 weeks	12%

23.09 (a) Where due to authorized absence because of sickness or injury commencing prior to the date of ratification, and an employee's vacation pay would be less than the equivalent of one (1) week's pay at the base rate for each week of vacation entitlement, he/she shall receive an amount equivalent to his/her weekly base rate for each week of vacation to which he/she is entitled.

(b) i) Where due to authorized absence because of sickness or injury commencing on or after the date of ratification, an employee who has worked 500 hours but less than 1000 hours in the preceding

vacation year shall receive an amount equivalent to 50% of his/her weekly base rate for each week of vacation to which he/she is entitled.

- ii) Where due to authorized absence because of sickness or injury commencing on or after the date of ratification, an employee who has worked 1000 hours or more in the preceding vacation year shall receive an amount equivalent to his/her weekly base rate for each week of vacation to which he/she is entitled.

ARTICLE 24 – PAID HOLIDAYS

24.01 The following shall be recognized as paid holidays:

New Years Day	Labour Day
Easter Monday	Thanksgiving Day
Good Friday	One (1) Day before Christmas
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One (1) Day before New Year's Day

One (1) floater day *to* be taken each year of the Collective Agreement on a date agreed between the Company and Union.

24.02 Holidays falling on a Saturday or a Sunday will be observed on the following Monday except by mutual Agreement between the parties such holidays may be observed on the preceding Friday and reasonable advance notice shall be posted.

24.03 Where a statutory holiday falls midweek, it shall be observed on the previous Monday or the following Friday as agreed upon between the parties hereto at least one (1) month in advance of the holiday and notice shall be posted.

- 24.04 To qualify for payment of a holiday, an employee must have worked the shift immediately preceding and immediately following the holiday unless his/her absence is authorized by the Company. Notwithstanding the other provisions of this clause, 24.04, in the case of the Christmas Holidays an employee absent immediately preceding or immediately following the holiday will not lose payment for more than one (1) day as result of such absence.
- 24.05 Notwithstanding Clause 24.04, where an employee is on a leave of absence or lay off up to and including the day on which the holiday is observed, and such leave of absence or lay off commenced not more than two (2) weeks prior to the day the holiday is observed, he/she shall receive pay for that holiday. An employee shall receive Christmas Holiday pay providing that such leave of absence or lay off commenced not more than four (4) weeks prior to the first day of the Christmas Holidays.
- 24.06 Holiday pay shall be calculated on the basis of an employee's straight time hourly rate times eight (8) hours.
- 24.07 In the event that one or more of the paid holidays to which an employee is entitled fall within an employee's vacation period, he/she will be granted an additional day or days vacation or the holiday pay in lieu thereof.

ARTICLE 25 – INSURED BENEFITS

- 25.01 (a) The Company agrees to pay one hundred percent (100%) of the premium for the following benefits for all employees in the bargaining unit who have completed their probationary period.
- (1) Non-occupational sickness and accident benefit is seventy (70%) of the employees earnings on a 1-1-6-26 basis. (1st day

hospitalized or injured, 6th day of sickness, up to 26 weeks.)

Hospitalized for purposes of this Article will mean being admitted to a hospital for a period exceeding one (1) day or being required to attend at a hospital for scheduled day surgery involving the use of local or general anesthetic but shall not include attendance at a hospital emergency department for other than such scheduled day surgery.

(2) Life Insurance

Effective on ratification — \$42,500

Effective May 18, 2004 — \$45,000

Effective May 18, 2005 — \$47,500

(3) Accidental Death and Dismemberment (A.D.&D.)

Effective on ratification — \$42,500

Effective May 18, 2004 — \$45,000

Effective May 18, 2005 — \$47,500

(b) And for employees and their dependents:

(1) The Ontario Health Insurance Plan (OHIP)

(2) Supplementary Health Care prescriptions on a thirty five cents (\$0.35) dispensing fee basis. Booklets of benefits supplied to employees.

(3) A Dental Plan (equivalent to Blue Cross

Effective on ratification

— on the 2002 ODA Schedule

Effective May 18, 2004

— on the 2003 ODA Schedule

Effective May 18, 2005

— on the 2004 ODA Schedule

	Cap	CO-Pay
Basic Care #7	\$2,500 per year	0%
Rider #1: Endodontics, Periodontics And Surgical Services	\$2,500 per year	0%
Rider #2: Complete and Partial Dentures, Denture Repairs and Relines	\$2,500 per year	0%
Rider #3: Effective on ratification — \$1,500 per lifetime Effective May 18, 2004 — \$2000 per lifetime Effective May 18, 2005 — \$2,500 per lifetime	50% Orthodontics 50% Orthodontics 50% Orthodontics	

25.02 Long Term Disability

The Company agrees to pay one hundred percent (100%) of a long term disability plan to provide for sixty-six and two thirds percent (66.6%) of wages per month up to age 65:

Effective on ratification — \$2,600 maximum (for claims originating on or after the date of ratification)
 May 18,2004 — \$2,700 maximum
 May 18,2005 — \$2,800 maximum

25.03 The Union and the Company agrees to direct the current contribution of the pension plan to an alternative plan as may be directed by the Union.

- (a) The Company will continue to contribute to the pension at the rate of:

Effective on ratification — eighty five (\$0.85) cents
 Effective May 18, 2004 — ninety (\$0.90) cents
 Effective May 18, 2005 — ninety five (\$0.95) cents

- (b) The Company will contribute forty (40) hours per week at the applicable rate for employees on WI after **sixty** (60) days until LTD qualification. **The** Company will **also** contribute forty (40) hours per week at the applicable rate for employees on WSIB after sixty (60) days until return to active work.

25.04 The parties agree that the rebate from Employment Insurance shall continue to be applied by the Company towards the costs of benefits.

- 25.05 (a) The Company shall continue to pay the premiums for all employees for the month following the month of layoff.

The Company shall continue to pay the premiums for all employees for two (2) months following the month of lay off for those employees with more than three (3) years seniority.

- (b) Probationary Employees will receive benefits in the month following the month in which they are hired.
- (d) Employees off work because of sickness or accident shall have their premiums paid for the above plans to a maximum of two (2) years.

25.06 Benefits at Retirement

The Company will provide an optional Dental and Health Care Insurance to all retirees, and all premiums for such benefits shall be payable by the retiree should they wish to have such coverage. Premiums will be paid on a 50/50 co-pay basis for dental and health insurance until age 65.

25.07 The Company will give the Union copies of the policies of "Insured Benefits".

ARTICLE 26 – GENERAL

26.01 Bulletin Boards

The Company agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Company for such purposes. It is agreed, however, that such notices must first be approved by the Company except in the cases of meeting notices and education material.

26.02 Leave of Absence

- (a) The Company may grant a personal leave of absence without pay if an employee request it in writing from the Management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant. Requests shall not be unreasonably denied and shall be granted or denied in writing. Once a leave of absence has been granted, it shall not be withdrawn.
- (b) An employee with seniority, with the exception of the Union President, selected as a delegate to any Union Convention shall be granted a leave of absence without pay. The Union agrees that request for such leaves of absence shall not be unreasonable or excessive.
- (c) An employee selected to participate in a Union educational program shall be granted a leave of absence without pay for such specific purpose.
- (d) With respect to (b) and (c) above, the Union shall whenever possible give the Company at least one (1) week's notice in writing of such request. It is agreed that the Union will cooperate with the Company in not allowing a particular area of the Company in a division to be reduced below a proper level of efficiency due to the absence of any such delegates or students.

- (e) Leave of absence for Union purposes shall be without pay except that the Company will pay the regular straight time rate for the normal working hours and shall bill the Local Union monthly for reimbursement. The Union shall reimburse the Company within one (1) week of receipt of such bill.
- (f) The Company agrees to provide leave of absence for employees who wish to apply for the Canadian Citizenship Test. It is further agreed that reimbursement of wages up to twelve (12) hours at regular straight time hourly rate shall be paid to employees who complete the Canadian Citizenship Test and who have received the certificate.
- (g) The Company shall grant an employee leave of absence without pay and without benefits of not more than two (2) years for Union business provided the employee has requested the leave in writing and the Union has approved the request. This leave may be extended an additional two (2) years.

26.03 Pregnancy and Parental Leave

In cases of pregnancy, employees shall be granted a leave of absence without pay upon request entering the sixth month of pregnancy and continuing until up to three (3) months following delivery. The Company agrees that it will extend such period of leave either before or after delivery upon receipt of medical evidence supporting the need for such additional leave.

Parental leave shall be governed by the Employment Standards Act for Ontario.

26.04 Failure to Return from a Leave of Absence

Every leave of absence shall be requested and authorized in writing except in emergencies where

written request is impractical, but in such cases, the employees shall inform or arrange to have the Company grant such leaves of absence as under Clause 26.02 if there is good and sufficient reason. An employee who fails to return from leave of absence upon expiry thereof shall cease to be employed by the Company unless:

- (a) He/she is granted an extended leave of absence prior to the expiry date of the original; or
- (b) His/her failure to return is due to an unavoidable cause.

26.05 Injured Employees

An employee injured while at work and being incapacitated shall be required to be attended by a Medical Doctor and shall be paid his/her straight time hourly rate for the balance of their shift. The Company may require medical evidence that the employee was unable to perform his/her regular work.

26.06 Modified Work Program

The Company and Union are jointly committed to rehabilitating disabled employees, to meaningful employment.

Our primary goal is to return employees to their regular duties.

The Company and Union recognize the benefits of a formal Rehabilitation Program to provide meaningful employment for both permanently and temporarily disabled employees whether the disability is work related or not. Only the full co-operation and participation from everyone at **Faurecia Automotive Seating Canada Ltd.** will make this program a success.

Procedure — Occupational and non-occupational

Upon return to work on modified duties, the Company requires an employee to supply a FAF (Functional Abilities Form) on a Company provided form. On receipt, the Company shall provide a copy of the FAF to the appropriate Union Representative. The Human Resources Department and the Supervisor shall review the FAF to ascertain suitable work available and shall respond in writing on the company form with a copy to the Union representative at least one (1) working day before the employee's return to work. If the Union representative wishes to discuss the return to work, he/she shall contact the Human Resources Department in the Plant. Upon the employee's return to work, if questions related to the modified work program arise, either before or after, the issue shall be discussed forthwith and the employee, the Company Representative and Union Representative.

26.07 The Company agrees to show the amount paid for Union dues on an employee's T4 slip.

26.08 Credit Plan

The Company agrees to deduct from the earnings of each employee who submits voluntary check-off authorization, such amount as the employee has authorized to be transmitted on his/her behalf to the PACE Credit Union. The monies so deducted shall be transmitted to the PACE Credit Union together with the list showing the names of the employees for whom the deductions were made and the amount to be credited to the account of each employee. Such check-off authorization shall remain in effect until it is revoked or changed by the employee.

26.09 Personal File

Employees shall have the right to access their personal employment file held by the Company. The Company agrees to make such file available to the

employee subject to reasonable notice. An official of the Union may be present if requested by the employee.

26.10 Educational Fund

The Company will contribute two cents (\$0.02) per regular straight time hour worked per employee to the Union Education Fund.

26.11 Humanity Fund

The Company will contribute one cent (\$0.01) per regular straight time hour worked per employee to the Humanity Fund.

26.12 Life Line

The Company agrees to fund the Life Line Program at the rate of five (\$5.00) dollars per year per employee on payroll.

26.13 Anti-Sexual and Anti-Racial Harassment

- (a) Sexual harassment provisions are to be part of this Agreement as per definitions from the Ontario Human Rights Code S6.
- (b) The Company shall maintain an environment which is free from sexual and/or racial harassment.
- (c) For the purpose of this clause "sexual harassment" includes:
 - (1) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (2) implied or expressed promise of reward for complying with a sexually oriented request; or
 - (3) implied or expressed threat or reprisal, in

the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexually orientated request; or

- (4) sexually orientated remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

(d) For the purpose of this clause "racial harassment" includes:

- (1) engaging in the course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by the Company, supervisor or co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

26.14 The Job classes set out in Schedule "A" of this Agreement are not intended to be changed or deleted, nor shall the jobs themselves be altered or amended except as otherwise provided in this Agreement.

When it is necessary to change an existing job class or create a new job class, the Company shall negotiate with the Union the job content, department and rate of pay. Failing to find a satisfactory resolution to the matter, the Union may pursue the matter under the grievance procedure.

26.15 Training Statement

The Company and Union will jointly establish a Joint Training Committee, consisting of two (2) members from the Company and two (2) members from the Union, totaling four (4) for each plant. The purpose of

the Training Committee will be to review the training requirements and recommend an appropriate training delivery schedule for employees.

The Joint Training Committee will be co-chaired by the Union and Company, representatives of the Joint Training Committee and representatives who participate in the functions of the Committee will be paid in accordance to the provisions of the Collective Agreement.

The Joint Training Committee will jointly develop an annual training plan that will recommend what kind of training, when the training will be delivered and where the training will take place for bargaining unit members.

Training will be developmental in relation to operational needs. Skills will be taught in addition to those simply limited to a particular job.

The Joint Training Committee will recommend a long term training strategy for employees acknowledging the principle of seniority. Employees must have the opportunity to access appropriate training, and to upgrade their operations skills.

The Joint Training Committee will jointly develop a needs analysis that will attempt to balance training requirements of current and future productivity needs.

Budgetary constraints will determine the extent and frequency of training schedules, but will not undermine training requirements. The Company will assume all reasonable training expenses recommended by the Joint Training Committee.

The Joint Training Committee will meet a minimum of once a month or more frequently if required to cover the following areas:

- (a) assessment of educational needs, training needs assessment, environment, organizational goals, functional departments and individuals;
- (b) course design and development: selection and formation of data, course content, course modules, and organizing;
- (c) course administration; teaching techniques, modes of learning, locations, timing and resources required;
- (d) evaluation: internal validation, learning outcomes, employee's reaction, job changes, and organizational reaction.
- (e) The Company will act on all reasonable recommendations from the Committee and will make every effort to implement these recommendations.

If training is required for the Committee, the Company and Union will agree on the schedule and the materials presented.

26.16 Best Program

The parties agree to the need for proficiency in English language reading and writing skills and basic mathematics skills. It is agreed that the Company and the Union would jointly share the costs of establishing the BEST program on a one (1) year two (2) semester trial basis at the Vipond facility. The Program will be limited to ten (10) students per semester who will receive instruction through two (2) hour classroom sessions, two (2) times per week on a schedule to be mutually agreed upon. One (1) classroom hour per session shall be on paid time. The Company shall provide an appropriate on site instruction facility and will pay the wages of the instructor, who shall be a regular employee and pay their wages during their training

period. It is understood that continuance of the program will be based on program content employee participation.

26.17 Joint Apprenticeship Committee

During the 2000 negotiations the parties discussed the establishment of a Joint Apprenticeship Committee. The Committee will be composed of three (3) members appointed by the Union; one (1) from each division, who shall be a skilled trades and three (3) members appointed by the Company. The Committee will meet to discuss and determine standards for apprenticeship. The Committee will be established by September 1, 2000.

26.18 Plant Closing

This will express the understanding reached by the parties during negotiations with respect to the duration of the Collective Agreement dated May 18, 1997, relating to the following matter concerning severance.

In the event of a total permanent closure of the Company's operations and a total cessation and discontinuance of the Company's business in either Toronto Division or the Mississagua Division:

- (1) The Company agrees to notify the Union at least six (6) months prior to the cessation of production. Following such notification the Union will have the right to discuss and explore with the Company any possible means of averting the closure.
- (2) In the event of such closure, every terminating (full-time) employee who has been continuously employed for one (1) year or more shall be entitled to severance pay in an amount equal to the employee's regular wages for a regular non-overtime work week multiplied by the sum of:

- (a) the number of the employee's completed years of employment; and
- (b) the number of the employee's completed months, not included in (a) above, of employment divided **by** 12;

Every terminating (full time) employee who has been continuously employed for ten (10) years or more shall be entitled to severance pay in an amount equal to twice the employee's regular wages for a regular non-overtime work week multiplied by the sum of:

- (a) the number of the employee's completed years of employment; and
- (b) the number of the employee's completed months, not included in (a) above, of employment divided by 12; but shall not exceed thirty (30) weeks regular wages for a regular non-overtime work week.

In order to clarify the above, the parties agree that the severance pay shall not apply to temporary closures of the Company's operations, partial closures of the Company's operation or lay **offs** resulting from the competitive nature of the industry, or lay **offs** resulting from any other reason. These severance payments will be inclusive of any severance payments required under the Ontario Employment Standards Act and will not be considered wages or part of a total earnings for purposes of vacation pay.

- (3) After formal notification of closure, the Company agrees to continue the Group Insurance Benefits provided under the Collective Agreement for a maximum of three (3) months following the end of the month in

which the employee was terminated from employment, except that such coverage will terminate when an employee completes the probationary period if he/she secures permanent employment with another employer.

- (4) The Company and the Union agree to form a Joint Committee to work with the Federal Government Adjustment Service and Provincial Ministry of Labour to coordinate the use of Government programs to facilitate re-employment of our employees. Such programs would include employment counseling, financial planning, resume writing, job search techniques, etc.

ARTICLE 27 – WAGES

- 27.01 During the lifetime of this Agreement the Company agrees to pay and the Union agrees to accept the classifications and scale of wages as set forth in Schedule “ A hereto, which is hereby made part of this Agreement.
- 27.02 The Company agrees that all employees shall be paid weekly on Thursdays. The Company agrees to make direct deposit available to employees subject to the following:
- 1) Employees will be given the opportunity during the month of May each year commencing the year 2001 to advise the Company in writing if they wish to alter their decision regarding the use of direct deposit. Once made such decision shall apply for the following twelve (12) month period.
 - 2) Employees shall advise the Company in writing at least ten (10) working days in advance of a change.

- 27.03 The Company will continue its current practice of generating a manual cheque for pay shortages of four (4) hours or more. Such cheque will be generated within twenty-four (24) hours of an employee notifying the Company of such shortfall.

ARTICLE 28 – COPIES OF AGREEMENT

- 28.01 As soon as possible after the signing and ratification of this Agreement, the Company will distribute a printed copy to every employee covered by this Agreement. The Company will provide a reasonable number of Collective Agreements

ARTICLE 29 – TERMS OF AGREEMENT

- 29.01 This Agreement shall become effective on March 27, 2003, and shall continue in effect up to and including May 17, 2006.
- 29.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.
- 29.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as mutually agreed.
- 29.04 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act. Duly executed by the Parties hereto this 27th day of March, 2003.

For the Union:
Fil Falbo
Caleb Reid
Veronica Morgan
Nitish Roy
Joseph Fuscaldo
Mark Kasperski

For the Company:
Gerry Boudreau
Shonagh Leonard
Brian Cotter
Teresa Miller
Joanne Martin

LETTER OF UNDERSTANDING

During the 2003 negotiations, the parties discussed the importance of bargaining unit job security. It was recognized that “customer satisfaction” is of paramount importance.

One of the keys to customer satisfaction is the attainment and retention of customer driven plant recognition awards such as QS9000, TS16949 and ISO14001.

The parties agree to apply their best efforts to obtaining and retaining such recognition as a means to retain existing programs and attract new programs that will serve to enhance job security for the workforce.

The Company recognizes the importance of job security to its employees and plans on growing Vipond into the core track plant for the Company. It is the Company's intention to fill the Vipond and Norfinch facilities to reasonable and efficient capacity.

The Company will introduce and maintain the following new, existing or prospective programs at the Norfinch and Vipond facilities, subject to customer requirements, continued viability of the program(s) or availability of plant capacity:

Cochrane Stamping	Saturn
Malibu Sedan	Grand AM Convertible
Malibu Extended Sedan	Ford D2M
Grand AM Sedan	Chrysler SCSIII
Grand AM Coupe	Honda UM
Honda Civic	

- GMT360 track and assembly, and conventional stamping associated with this program.
- U222 track and assembly, and conventional stamping associated with this program.

In addition to the above, the Company continues to prospect for new business directly and through the Joint Ventures in order to continue the growth of the overall business base.

SCHEDULE "A"

Job Level	Effective March 27,2003	Effective May 18, 2004	Effective May 18,2005
5	\$16.48	\$16.88	\$17.28
6	16.74	17.14	17.54
7	17.23	17.63	18.03
8	17.75	18.15	18.55
9	18.90	19.30	19.70
10	20.34	20.74	21.14
11	21.62	22.02	22.42
12	22.66	23.06	23.46
12+	25.08	25.48	25.88
13	27.14	27.54	27.94

All new hires shall receive \$1.00 per hour less than the rate of the job level they were hired into until they have successfully completed the forty five (45) working day probationary period whereupon they shall receive the job rate as stated above.

Students hired during the school vacation period shall be paid \$2.00 less than level 5 job rate.

Assembler — GMT360 Packers

An employee performing the position of GMT360 Packer Operation shall be paid one dollar and one cent (\$1.01) above the wage rate of the Assembler Classification.

Group Leader

Skilled Trade Group Leader position shall be paid one dollar (\$1.00) above the highest wage rate for their particular trade. Such position will be subject to the Job Posting procedure outlined in Article 19.

Set-up & Operate

An employee classified as a Set Up and Press Operator who is assigned to set up and operate more than one (1) press and check quality of parts shall receive a rate of fifty cents (\$0.50) per hour above the Set Up and Operate rate of Level 9.

COLA

In the event that the CPI (1971=100) for May 1988, increases by more than 8% over the CPI for May 1987, the wages shall be increased by \$0.01 for each 0.5 increase that the CPI figure exceeds 8% to a maximum of \$0.20.

GRADE LEVELS

Level	Classifications
5	Plant Cleaner Checker Assembler — QA Racker Plater Magazine Stacker
6	Assembler Factory Clerk — Pressroom Punch Press Operator General Inspector — QA Spot Welder Machine Operator Utility and Repair
7	Broach Machine Operator Maintenance Support Clerk Lot Control Tumbling Operator Machine Operator “C” Set Up
8	Auto Track Assembler Mig Welder Auto Track Utility Repair Plater “B” Heat Treat Operator “B” Tool Room Helper QA Technician
9	Assembler Set Up Set Up Operator — Trainee Heat Treat Operator “A” Shipper Receiver Plater “A” Transfer Press Operator Receiving Inspector Truck Driver — Material Handler Set Up Operator — Punch Press Material Handler — Lift Truck Operator

Level	Classifications
10	Auditor QA Test Technician Lab Technician Set Up Punch Press Last Off Inspector Tractor Trailer Driver QA Inspector Press Room
11	Electro Mechanical Technician Machinist Mechanic " A Machine Set Up Operator Group Leader
12	Lay Out Tool and Gauge Inspector Tool & Die Maker "B"
12+	Industrial Millwright
13	Industrial Electrician Prototype Machinist Press Transfer System Technologist Too & Die Maker " A

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Norfinch

Department	Classification
Heat Treat	Heat Treat Operator "A" (9) Heat Treat Operator "B" (8)
Tool and Die	Tool and Die Maker "A" (13) Tool and Die Maker "B" (12) Tool Room Machinist (11) Tool Room Helper (8)
Press Set Up	Set up Punch Press (10) Set up Operator Punch Press (9) Machine Set Up Operator (11)
Shipping/Receiving and Material Handling	Material Handler — Lift Truck Operator (9) Truck Driver — Material Handler (9) Tractor Trailer Driver (10) Shipper/Receiver (9)
Maintenance	Machinist Mechanic "A" (11) Industrial Electrician (13) Electro Mechanical Technician (11) Industrial Mechanic (12+) Plant Cleaner (5)
Quality Assurance	Lab Technician (10) Receiving Inspector (9) QA Inspector Press Room (10) QA Technician (8) Layout Tool & Gauge Inspector (12) General Inspector QA (6) Auditor (10)
Plating	Plater "A" (9) Plater "B" (8) Tumbling Operator (7)

Norfinch (continued)

Department	Classification
Broaching	Broach Machine Operator (7)
All Others	Mig Welder (8) Lot Control (7) Machine Operator (6) Spot Welder (6) Machine Operator "C" Set Up (7) Group Leader (11)

Vipond

Department	Classification
Press Transfer	Press Transfer Operator (9) Set Up Operator Punch Press (10) Press Transfer System Technologist (13)
Quality Assurance	QA Technician (8) Receiving Inspector (9) QA Test Technician (10) Auditor (10)
Maintenance	Machinist Mechanic " A (11) Industrial Electrician (13) Electro Mechanical Technician (11) Industrial Mechanic (12+) Maintenance Support Clerk (7) Plant Cleaner (5)
Shipping/Receiving and Material Handling	Shipper Receiver (9) Material Handler — Lift Truck Operator (9) Truck Driver — Material Handler (9) Tractor Trailer Driver (10)
All Others	Mig Welder (8) Lot Control (7) Assembler (6) Spot Welder (6) Utility and Repair (6) Checker Assembly QA (6) Auto Track Assembler (8) Auto Track Utility Repair (8) Group Leader (11)
Tool Room	Tool and Die Maker " A (13) Prototype Machinist (13)

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