

**COLLECTIVE AGREEMENT**

BETWEEN

**LEAR CORPORATION**

AND

**UNITE ONTARIO COUNCIL**

AND

**LOCAL 1885**

**EXPIRY DATE: DECEMBER 14, 2005**

opeiu/343/lr

DUPLICATE  
BY

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**LEAR CORPORATION**

(hereinafter called "the Company")

and

**UNITE ONTARIO COUNCIL**

(hereinafter called "the Union")

Expiry Date: December 14, 2005

**ARTICLE 1 - GENERAL PURPOSE**

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

**ARTICLE 2 - RECOGNITION AND COVERAGE**

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for its associates at Metropolitan Toronto and the City of Mississauga save and except:

- (a) Supervisors;
- (b) Persons above the rank of Supervisors;
- (c) Office and Sales staff and students employed during the school vacation period.

The Company agrees that the Union is the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for its associates at any other plant in a twenty-five kilometer radius from the plant in Mississauga that is directly related to the plant, its business and which has common plant management save and except as noted in (a), (b), and (c).

- 2.02** The word "associate" wherever used in this Agreement shall mean any or all of the associates in the bargaining unit as defined above, except where the context otherwise provides.
- 2.03** Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.
- 2.04** Non-bargaining unit employees will not perform work normally assigned to the bargaining unit except in the following situations: (1) cases of documented customer driven emergencies; (2) start up or experimental work; (3) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned not to exceed one (1) hour per shift unless mutually agreed upon.
- 2.05** The Company agrees not to subcontract work that is normally and historically performed by bargaining unit associates if it has the manpower, skills, equipment and facilities to do such work.

No bargaining unit associates with the present skill and ability will be on layoff while work that is normally and historically performed by bargaining unit associates is being performed by outside contractors, providing such work can be competitively performed by such associates, within the time limits to produce and deliver the products as required.

The Company agrees that there will be meaningful discussion between the Company and the Union prior to work being outsourced.

### **ARTICLE 3 - UNION SECURITY**

**3.01** The Company agrees to deduct once per week from:

- (a) present associates; and
- (b) any future associates from date of hire an equal amount to such monthly dues as are uniformly levied under the Constitution of UNITE. The amount of such dues will be certified to the Company by the Union.

The Company will remit the dues so deducted once each month to UNITE Ontario Council, Toronto, together with the list specifying the associates from whose pay such deductions have been made during the preceding calendar month and the Union will indemnify the Company and hold it harmless against any and all claims, demands and liabilities that may arise by reason of the Company's compliance with the foregoing provisions of this paragraph or of its reliance upon any authorization of list forwarded to the Company by the Union under such provisions.

**3.02** The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union, or because of his activity or lack of activity in the Union, or by reason of his race, creed, colour, ethnic origin, religion or sex.

### **ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency;

- (b) Hire, promote, demote, transfer, assign, direct, classify, retire and for just cause to suspend or otherwise discipline or discharge associates subject to the right of an associate to submit a grievance with the grievance procedure;
- (c) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the products to be manufactured, method of manufacturing, kinds and locations of machines and tools to be used, process of manufacturing, including the right to institute changes therein, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations and all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in this Agreement.

## **ARTICLE 5 - UNION COMMITTEES**

- 5.01** The Company recognizes the right of the Union to elect five (5) associates who have attained seniority, to act as a bargaining committee, who along with a full-time representative of the Union, will meet with the Company to discuss matters which are properly the subject of negotiation concerning amendments to the current Agreement and proposals for the renewal and modification of the Agreement. The Company will pay the Negotiation Committee for lost wages, during negotiations.
- 5.02** The Company recognizes the right of the Union to elect stewards, and they may be part of the grievance committee. The grievance committee **will** consist of the president, chief steward and shift steward or their designates.

- 5.03** Members of the grievance committee will be allowed reasonable time off during regular working hours if necessary to investigate grievances and to attend meetings with Management, and shall be compensated for necessary time **so** spent during their regular working hours at their regular straight time rate of pay.
- 5.04** The Company recognizes the right of the Union to elect 5 associates that shall act as an Executive Committee. In the event of a reduction of the work force under the collective agreement, members of the Local Union Executive will be retained at work on their home shift providing there is work available which they are qualified and willing to perform.
- 5.05** There will be a Union President who will be allowed eight (8) hours per day and a part-time Chief Steward who will be allowed four (4) consecutive hours per day for the fulfillment of his/her functions. The Chief Steward will co-ordinate and compile information on concerns and/or grievances for all three (3) shifts.
- 5.06** The Company will allow the Local Executive Committee to meet for two (2) hours per week and the Company will compensate them for one (1) hour at their regular straight time rate of pay.
- The Company will also allow the Local Stewards to meet every second week for two (2) hours and the Company will compensate them for one (1) hour at their straight time rate of pay.
- 5.07** The Company will recognize one (1) elected Union official for the purpose of participating with associates on plant committees and shift meetings initiated by management. Should such meetings not take place on their regular shift, they will be compensated at the appropriate rate of pay.



- 5.08** Associate(s) on an approved leave of absence for Union business will be paid by the Company, and the Union will reimburse the Company for the cost of all wages.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01** The Union will inform the Company, in writing, of the names of Union representatives and any subsequent change in names and the Company will not be required to recognize such representatives until notification from the Union has been received.
- 6.02** It is mutually agreed that associates shall not be eligible to serve as stewards until they have completed the probationary period and have been placed on the seniority list.
- 6.03** It is understood that the Union stewards and members of the executive committee have their regular work to perform on behalf of the Company and, if it is necessary to service concerns or grievances during working hours, they will not leave their work without obtaining the permission of their immediate supervisor and, will state their destination to their immediate supervisor together with the reason for the requested absence. When resuming their regular work they will report to their immediate supervisor, and, if requested, they will give a reasonable explanation for their absence. Permission will not be unreasonably withheld, it being understood that in the processing of concerns or grievances there will be a minimum of interference with the Company's operations.
- 6.04** The Company agrees to compensate elected Union officials for time lost in settling concerns and grievances at the associates' straight time of pay.

- 6.05** The Company will not be required to pay for any time spent by elected Union officials in serving concerns and grievances outside their regular working hours unless pre-authorized by the Company.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01** It is the mutual desire of the parties hereto that concerns be adjusted as quickly as possible, and it is understood that the associate has no grievance until he has first given his Supervisor an opportunity to adjust his concerns. The reply of the Supervisor will be given within no more than three (3) working days after the complaint was first referred to him. Any solution is without precedent.

If the concern regarding the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable is not resolved, the associate may take the matter up as a written grievance within five (5) working days after receiving decision from his Supervisor, as follows:

### **Step No. 1**

The Chief steward, steward or designate and grievor if necessary, will meet with the Department Manager or designate and Supervisor in an attempt to resolve the grievance. The Company will render their decision in writing within three (3) working days following the meeting at this Step. Failure to reach a resolution will move the concern to Step No. 2.

**Step No. 2**

Failing settlement at STEP **NO. 1**, the grievance may be taken up within three (3) working days after the decision is given under STEP **NO 1**, between the grievance Committee, Department Manager and Human Resources Manager. The Company will render their decision in writing within three (3) working days following the meeting at this STEP. Failure to reach a resolution will move the grievance to Step No. 3.

**Step No. 3**

Failing settlement at STEP **NO. 2**, the grievance may be taken up within ten (10) working days after the decision has been given at STEP **NO. 2**, between the Local Executive, Union Regional Representative, Department Manager, Human Resources Manager and Plant Manager. The Company will render their decision in writing within three (3) working days following the meeting. Failure to reach resolution will move the grievance to Step No. 4.

**Step No. 4**

Failing settlement at STEP **NO. 3**, the UNITE Director and Lear Corporation representative will be given an opportunity to review the case within three (3) working days prior to the Arbitrator being notified.

Failing a satisfactory settlement, it will be the responsibility of the party desiring arbitration to **so** inform the Arbitrator within thirty (30) working days or to apply for expedited arbitration.

- 7.02** Any difference arising between the Union and the Company relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a policy grievance within thirty (30) days after the date when the subject matter of the grievance first arose, commencing at STEP No. 3.

It is understood, however, that the provisions of this paragraph will not be used with respect to a grievance directly affecting an associate or associates and that the grievance procedure will not be by-passed unless the associate has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other associates.

- 7.03** Any and all time limits fixed by this Article may at any time be extended by mutual agreement between the Company and the Union.
- 7.04** All decisions arrived at between the Company and the representatives of the Union will be final and binding upon the Company, and the Union and the associate or the associates concerned.
- 7.05** Saturdays, Sundays and the paid holidays designated in this Agreement will not be counted in determining the time in which any action is to be taken or completed under the Grievance Procedure or Arbitration Procedure.

## **ARTICLE 8 - DISCHARGES**

- 8.01** A claim by an associate, other than a probationary associate, that he has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within five (5) full working days after the associate ceased to work for the Company. Such grievances will commence at Step 3 of the Grievance Procedure.'
- 8.02** Such special grievances may be settled under the Grievance Procedure by:
- (a) Confirming the Management's action in discharging the associate;

- (b) Reinstating the associate with full compensation for time lost; or
- (c) Any other arrangement which may be deemed just and equitable by the conferring parties.

**8.03** A discharged or suspended associate will be permitted to discuss his/her dismissal or suspension with his/her Shop steward or in his absence an appropriate Union Official, for a reasonable amount of time before leaving the premises.

**8.04** Any discipline given to an associate will not be relied upon by the Company in further progressive discipline where the associate's disciplinary record has been free of further discipline for a period of twelve (12) months of continuous service following the date the original discipline was given.

An associate whom the Company suspends, discharges or contends has lost his/her seniority under Article 11.04 will be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service is finally resolved through the grievance and/or arbitration process.

However, the associate may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge is resolved, if his alleged cause for suspension, discharge or termination presents a danger to the safety of associates or equipment/property in the plant or insubordination or if the associate fails to keep up with production and quality control practices.

If an associate is to be removed from active work because of "insubordination", then a Union steward will be in attendance when the associate or associates are being interviewed concerning discipline, or prior to being sent home. Grievances as a result of insubordination will commence at Step 3 of the grievance procedure.

Arbitrable grievances involving associates who are retained at work under this provision will be handled in the expedited Arbitration Procedure unless the Union Staff Representatives and Manager of Human Resources mutually agree otherwise.

If the arbitrator upholds the suspension or discharge or break in service under Article 11.04 of any associate retained at work, the penalty **will** be instituted after receipt of the arbitration decision.

## **ARTICLE 9 - ARBITRATION**

**9.01** When either party requests that a grievance be submitted to arbitration as provided under Article 7, it will make such request in writing addressed to the other party to this Agreement. Upon receiving notification the parties will select an arbitrator within five (5) working days. The following will constitute the list of arbitrators who will be selected during the life of this Agreement.

Company Arbitrators:	W. Kaplan, F. Reilly
Union Arbitrators:	L. Davie, M. Teplitsky

As grievances are submitted to arbitration the parties will alternate selecting arbitrators from each other's list. The parties may mutually agree to replace any of the above arbitrators with another mutually agreed arbitrator.

- 9.02** No matter may be submitted to arbitration, which has not been carried through all previous steps of the Grievance Procedure.
- 9.03** The parties will equally bear the fees and expenses of the arbitrator.
- 9.04** Any and all time limits referred to under the Grievance and Arbitration Procedures herein may at any time be extended by mutual agreement between the Company and the Union.

- 9.05** The decision of the Arbitrator will be final and binding upon the Company, the Union and the associate or associates affected; provided, however, that in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of the Agreement.
- 9.06** In determining any discharges or any other disciplinary grievances, the Arbitrator will have the authority to:
- (a) affirm the Company's action and dismiss the grievance; or
  - (b) set aside the penalty imposed by the Company and restore the grievor to his former position with or without compensation; or
  - (c) vary or alter the penalty imposed by the Company or make such other determination as the Arbitrator in his/her discretion may deem just and reasonable.

## **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

- 10.01** It is the intent of the parties that the procedures outlined in this Agreement shall serve as a means for peaceful settlement of all disputes that may arise between the parties during the life of this Agreement. The parties agree that there will be no strikes, work stoppages or lockouts during the life of this Agreement.

## **ARTICLE 11 - SENIORITY**

- 11.01** New associates will serve as probationary associates during a period of sixty (60) days of work following their last date of commencing employment before acquiring seniority rights and, accordingly, the dismissal of a probationary associate will not be

made the subject of a grievance. Upon completion of a probationary period the associate's seniority will then date back to the last date of commencing employment. This period may be extended by mutual agreement of the parties.

NOTE: All associates discipline records are to be cleared up to December 12, 1998.

- 11.02** 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 the President a proper evaluation of probationary employees, including advising them of what the Company's expectations are of all employees.

- 11.03** (a) Seniority will be recognized on a Plant wide basis and a list, showing the date of hire will be posted in the plant within thirty (30) days following the signing of this Agreement.
- (b) The seniority list will be revised every three (3) months, copies of which will be posted in the plant and a copy supplied to the Union.
- (c) The Company will provide the union office with all necessary information relating to the following matters for associates within the bargaining unit every three (3) months:
- a list of associates showing their names, addresses, and classifications, ranked according to seniority.
  - resignations, retirement, deaths, WI, WSIB, LTD, laid Off.



**11.04** An associate may lose all seniority and may be deemed to have terminated his employment if he:

- (a) Voluntarily leaves the employ of the Company or is retired;
- (b) Is discharged by the Company and such discharge is not reversed through the Grievance Procedure;
- (c) Fails to report to work within five (5) days after he has been notified by the Company of recall from lay-off, or fails to advise the Company within two (2) days after he has been so notified of his intention so to return. Any such notice sent by registered mail will be deemed to be received on the second day after the date of mailing;
- (d) Has been laid off from the Company for a consecutive period equal to their seniority, or sixty (60) consecutive months, whichever is less.
- (e) Is absent from work without permission for three (3) consecutive working days without valid reasons;
- (f) Fails to return to work on termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which it was granted.
- (g) Is absent from work due to illness or disability which absence continues more than six (6) months in the case of associates with less than two (2) years seniority and eighteen (**18**) months in the case of associates with more than two (2) years' seniority. Each case will be subject to individual review and this clause may be waived at the Company's discretion. It is understood that the Company, in its discretion, may require proof of illness to its satisfaction from any associate claiming absence due to sickness or accident and failure to meet this requirement

when **so** requested will render the associate subject to discharge. During such authorized absence the associate will continue to accrue seniority. It is further understood that at no time will the provisions of this paragraph be considered if they are contrary to the Ontario, Human Rights Code or any other applicable legislation.

- 11.05** Subject to the foregoing, an associate will not lose any seniority because of authorized absence due to leave of absence, or other reason satisfactory to the Company and his seniority will continue to accumulate during such authorized absence.
- 11.06** An associate who is unable to report for work because of sickness or other reasonable cause will notify his immediate supervisor at least one hour before the start of his shift or as soon thereafter as possible. Failure to report to work as scheduled will subject an associate to discipline and in the case of repeated infractions, discharge.
- 11.07** It is the duty of associates to notify the Company promptly of any changes of address. If an associate should fail to do this, the Company will not be responsible for failure of any notice to reach the associate concerned.

#### **11.08 TEMPORARY ASSOCIATES**

The Company and the Union recognize the need to address daily fluctuations in manpower requirements by utilizing bargaining unit associates where available. The Company reserves the right to use temporary associates whenever bargaining unit associates are unavailable or when weekly or monthly manpower requirements change for reasons such as but not limited to; illness, WI, WSIB, leave of absence, training, union leaves, and prototype or new product activity.

When the Company feels it is essential to use temporary associates to meet manpower requirements, a meeting with the Union will be scheduled to discuss the issue, prior to any work beginning in the Plant. Should the manpower requirements extend beyond 30 working days a subsequent meeting will be scheduled with the Union and Company to further discuss the anticipated extent of such work and possibilities of such work becoming a permanent position. The Company agrees to limit temporary associates to five (5%) percent of the plant bargaining unit population, at any given time, unless mutually agreed upon between the Company and the Union. The Company reserves the right to place temporary associates on the affected shifts.

Temporary associates hired on a full-time basis shall receive dispensation for time worked towards their probationary period, providing that such length of time has been uninterrupted. In any event, should a temporary associate have served the required probationary period, the Company and Union may extend the probationary period upon mutual consent.

## **ARTICLE 12 – LAYOFF AND RECALL**

- 12.01** The Company will post a notice twenty-four (24) hours prior to a reduction of bargaining unit members. This notice will list the shift and job class by the reduction.
- 12.02** When there is a temporary layoff which is expected to be of no more than four (4) working days, associates will be laid off in the affected job (as defined in Schedule A), on the affected shift, providing the remaining associates are able to satisfactorily perform the work to be done.

**12.03** When a layoff is expected to be more than four (4) working days, the following procedure will apply:

- (a) Temporary associate(s) will be laid off first
- (b) Probationary associate(s) will then be laid off
- (c) The junior associate(s) in the affected job (as defined in Schedule A), on the affected shift will
  - i bump the junior associate(s) in the job or
  - ii bump the junior associate(s) on shift providing the associate can perform the job or
  - iii bump the junior associate(s) in the plant
- (d) When more than one (1) associate is about to be laid off, they will be given the choice of vacant jobs involved by seniority.

**12.04** When there is an increase in the workforce, associates will be recalled in the reverse order of layoff and all associates, seniority permitting, will revert to the job they held prior to having been transferred as a result of the layoff procedure.

**12.05** If a laid off associate does not choose to exercise their right to bump they will remain on layoff until:

- (a) After thirty (30) calendar days, upon advising the Company by registered mail, they will be given the opportunity of being recalled when there is a need to increase the workforce, seniority permitting, or

- (b) There is a need to increase the workforce in the bargaining unit, associates will be recalled from layoff in line with their seniority. Associates may choose to waive the recall if there are junior associates with seniority still on layoff. An associate must accept recall when there are no longer any associates with seniority laid off and there *is* a need to increase the workforce, or
- (c) The expected date of recall

**12.06** Whenever a job is eliminated, it will be recognized as a layoff and the individuals involved must bump as per article 12.03. Any displaced associate will have the first opportunity to revert back to their job should it be reinstated within ninety (90) calendar days. If the displaced associate refuses such opportunity then the job will be posted as per Article 14.01

## **ARTICLE 13 - TEMPORARY VACANCIES**

**13.01** A temporary vacancy shall be defined as:

- (a) vacancies created when associates are absent for any of, but not limited to the following reasons; illness, WI, WSIB, vacation, leave of absence, and the associate is expected to return to the position or,
- (b) a vacancy other than covered above which is expected to last not more than thirty (30) calendar days or,
- (c) supplementing a classification where the Company requires additional manpower.

- 13.02** The Company will fill vacancies in 13.01 as it deems necessary with bargaining unit associates. The opportunity will first be given by seniority to employees within the affected job (as per schedule A), on shift, who are not presently working in their job, providing they are able to perform the job. If the vacancy still exists, it will be filled with the appropriate absentee replacements(A/R's).
- 13.03** Should the associate not return from the absence as described in 13.01 (a), then the vacancy will be posted as per Article 14.
- 13.04** If the vacancy in 13.01 (b) exceeds thirty (30) calendar days, it will be filled as per Article 14.
- 13.05** Should the transfer in 13.01 (c) accumulate to more than ten (10) working days in any calendar month, the vacancy will be posted as per Article 14.
- 13.06** In every circumstance, the supervisor will keep the Union Steward informed.
- 13.07** When associates return from absence as per 13.01 (a), they will return to the position held at the time of leave, provided that the position still exists.

## **ARTICLE 14 -JOB POSTINGS**

- 14.01** If a permanent job vacancy exists, or a new job is created within a classification, outside of a classification or at an offsite location, such an opening will be posted within five (5) working days on the plant bulletin boards for a period of five (5) working days. During such time seniority associates may make application for such vacancy. The posting will identify the following: shift, classification, job (per schedule **A**), job duties, job requirements, pay rate, and number of openings.

- 14.02** During the posting period, the Company may fill the vacancy as it sees fit, provided that the vacancy is filled by a bargaining unit associate.
- 14.03** An associate successfully transferred through the job posting shall only be entitled to one (1) such transfer in any one (1) calendar year.
- 14.04** A permanent job vacancy under this article will be awarded to the applicant with the greatest seniority, provided they are able to perform the work required.
- 14.05** An associate transferred pursuant to Article 14.04, given appropriate training, will demonstrate their ability to perform the function satisfactorily within five (5) working days. The time period may be extended by agreement between the Company and the Union.
- 14.06** An associate will have the right to decline a job posting at any time during the trial period and will revert back to their former function, however, such trial period will count as a transfer as per article 14.03.
- Should an associate not qualify within the trial period, they will revert to their former job, however, such trial period will not count as a transfer as per article 14.03.
- Should an associate decline a job posting at the time of receiving notification, this will not be considered as a transfer for the purposes of article 14.03.
- 14.07** The Company will give the Union a copy of each job posting with the names of all applicants listed thereon.

- 14.08** The Company has the right to maintain a balance of experienced associates on a shift, so that operations will not be unreasonably restricted, when moving or transferring accepted **job** posting applicants. However it is understood 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 15 - LEAVE OF ABSENCE**

- 15.01** The Company may grant leave of absence without pay to an associate for legitimate reasons established to the satisfaction of the Company, provided it is satisfied that the associate can be spared having due regard to operational requirements.
- 15.02** Any leave of absence will be requested in writing at least five (5) days prior to the date the requested leave is expected to commence, unless in cases of an emergency, and , if granted, approval will be in writing with a copy to the Union.
- 15.03** The Company will grant leave of absence without pay to not more than three (3) associates at any one time, subject to an aggregate limit within the bargaining unit of twenty (20) working days in any calendar year, to delegated Union members for the purpose of attending Union Conventions or conferences, provided the Company receives reasonable advance notice in writing and further provided that the granting of such leave would not impair staffing requirements.
- 15.04** A leave of absence will be granted to any seniority employee for pregnancy and/or parental leave in accordance with the Employment Standards Act 2000.



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**15.05** The Company agrees to grant up to three (3) days absence from scheduled work without **loss** of regular pay as may be necessary to arrange for or attend the funeral of a member of an associate's immediate family. It is understood that immediate family will comprise the wife, husband, common-law spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, daughter-in-law, and son-in-law, brother-in-law, sister-in-law of the associate. It is understood and agreed that the Company may in its discretion require satisfactory documentary proof of the circumstances before being required to make any payment to an associate under the provisions of this paragraph.

It is understood that immediate family will include definitions contained in the Family Reform Act.

**15.06** Effective January 1, 2002 a seniority associate who is summoned and reports for jury duty, as prescribed by applicable law, will be paid by the Company an amount equal to the difference between the daily jury fee paid by the court, for each day on which the associate reports for or performs jury duty and on which the associate otherwise would have been regularly scheduled to work for the Company, and wages that would have been earned by the associate from the Company by working during straight time hours on such days.

In order to receive payment, an associate must give written notice on the Request for Leave Form that they have been summoned for jury duty and must furnish satisfactory evidence they reported for, or performed jury duty on the days for which they claim such payment.

**ARTICLE 16 - WAGES**

- 16.01** The Company agrees to pay and the Union agrees to accept, for the term of this Agreement, the schedule of wage rates in effect as at the date hereof and set forth in Schedule "A" of Wage Rates and Job Classifications attached hereto and forming part of this Agreement.
- 16.02** An associate temporarily assigned to perform the normal requirements of another job will be paid at his regular rate if the job to which he is **so** assigned carries a lower rate provided that there is still available work in his regular **job** classification. In any other circumstances he will be paid at the rate applicable to the job to which he is temporarily assigned. **A** temporary assignment is one as defined in 13.01.
- 16.03** Since employment is dependent upon the demand for the Company's products, the parties hereto recognize the importance of attaining and maintaining maximum employee efficiency and productivity and of continual progress in the development of improving manufacturing methods to meet the customer requirements on a competitive basis.
- 16.04** An associate who reports to work at the commencement of his regular shift without previous notification not to do **so**, and is sent home because no work **is** available, will be paid the equivalent of four **(4)** hours work at his regular straight time hourly rate, provided that, if requested by the company, the associate will perform any available work to which he may be assigned. The foregoing provisions of this paragraph shall not apply in the event of power failure, fire, flood or any other condition whatsoever beyond the control of the Company.

- 16.05** When an associate has left the premises, after completion of their normal shift and is called upon to return to the plant, that associate 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 17 - HOURS OF WORK AND OVERTIME

- 17.01** The standard work week will be forty (40) hours comprising five 8-hour days, Monday to Friday, provided that it is understood that this shall not constitute a guarantee of hours of work per day or days of work per week.

- 17.02** There will be a specified starting and quitting time for each shift, department or group. The normal scheduled shift hours for a two (2) shift operation are as follows:

First	- 7:00 a.m. to 3:30 p.m.
Second	- 3.30 p.m. to 12:00 midnight

The above hours include a thirty (30) minute unpaid lunch period and two (2) rest periods during the shift.

In the event a third shift operation is necessary the normal scheduled shift hours are as follows:

First	- 7:00 a.m. to 3:00 p.m.
Second	- 3:00 p.m. to 11:00 p.m.
Third	- 11:00 p.m. to 7:00 a.m.

For a three (3) shift operation the above hours include a thirty (30) minute paid lunch break and two (2) rest periods during the shift.

Should the three (3) shift operation for the specified work exceed thirty (30) days the job openings on all shifts will be posted.

The shift, lunch break and rest period schedules will be posted on the information center board. It is understood that the Company may vary the foregoing shift(s) and schedules for associates as may be needed to meet business requirements, however any such changes will be reviewed with the Union Executive prior to implementation. Also, any changes must be posted and associates will be given reasonable and fair notice.

- 17.03** All authorized work performed in excess of eight **(8)** hours per day, forty **(40)** hours per week and on Saturday will be considered overtime and will be paid at the rate of time and one-half the associate's straight time rate of pay.
- 17.04** All authorized work performed on Sunday will be paid for at the rate double the associate's straight time rate of pay.
- 17.05** When assigning overtime opportunities, it will be the policy of the Company that it be distributed as equally and impartially as practical over periods of reasonable duration among associates who are capable of performing such work, by job (as defined in Schedule A) first.
- 17.06** It is agreed that associates will co-operate when required to work overtime. The Company will endeavour to give reasonable advance notice to associates required to work overtime
- 17.07** Associates will receive one (1) ten (10) minute and one (1) fifteen (15) minute rest period during each full shift.
- 17.08** Associates are required to report available for work at the commencement of their assigned shifts.

An associate reporting as late as one hour after scheduled starting time may, in the Company's discretion, be sent home without pay or work for such day.

Notwithstanding the foregoing provisions of this paragraph, associates who repeatedly report late for the start of their assigned shift are subject to disciplinary action, including discharge, in the discretion of the Company.

- 17.09** Where an associate works a period of authorized overtime of three (3) hours without having received notice at least twelve (12) hours prior to the commencement of such overtime, such associates will receive a meal allowance of seven dollars (\$7.00).

## **ARTICLE 18 - PLANT HOLIDAYS**

- 18.01** The following will be observed as plant holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	A Floating Holiday during the
Canada Day	Christmas Break
Civic Holiday	December 30
Labour Day	December 31
	*A Floating Holiday

\*Effective January 2, 2002, the associates birthday has been designated as a Floating Holiday to be scheduled at an agreed upon time.

Maximum of fourteen (14) holidays.

- 18.02** The above fourteen (14) holidays will be paid to eligible associates regardless of the day on which they fall. Associates not required to work on such days shall receive pay on the basis of eight (8) hours at their straight time rate of pay.
- 18.03** In the event that a plant holiday specified in Article 18.01 falls during an associate's assigned vacation period, such associates will receive, in lieu of such holiday, an extra day off with pay on the basis of eight (8) hours at the associate's straight time rate of pay to be taken at a time mutually agreeable to the Company and the associate.
- 18.04** Authorized work performed on any of the plant holidays designated in Article 18.01 shall be paid at the rate of two times the associate's straight time rate of pay in addition to his regular pay for the holiday if qualified therefor.
- 18.05** In order to qualify for payment for the plant holiday concerned, the associate must work a minimum of four (4) hours on his scheduled work day immediately preceding and immediately succeeding the holiday.
- 18.06** An associate will not be disqualified for payment for the plant holiday concerned if he is absent on either or both of the qualifying days with the permission of the Company or as a result of illness, in which case a doctor's certificate may be required, jury duty, bereavement in the immediate family, lay-off, or an emergency leave in accordance with the Employment Standards Act 2000 provided that in any such event he must have been at work prior to or after the absences referred to above.

## ARTICLE 19 - VACATIONS WITH PAY

**19.01** Vacations will be based on the associate's length of continuous employment with the Company as of July 1<sup>st</sup> of the vacation year, and be paid on the basis of the total annual earnings of the associate for work performed during the applicable period but shall not include vacation pay received during such period in respect of vacation entitlement earned during a previous period.

The vacation year **shall** run from July 1st to June 30th

Service	Vacation Time	Vacation Pay Rate
Less than 1 year	as per ESA	4%
1 year and less than 3 years	2 weeks	4%
3 years and less than 5 years	2 weeks	6%
5-years and less than 10 years	3 weeks	6.50%
10 years and less than 25 years	4 weeks	8.50%
25 years and over	5 weeks	10.50%

Vacation pay will be calculated on the basis of the associate's total annual earnings.

**19.03** Upon termination of employment an associate will receive vacation pay in accordance with Article 19.02 depending upon his length of continuous employment at the time of separation but pro-rated to the period for which he has not already received vacation pay.

- 19.04** The period for the purpose of calculating vacation pay entitlement will be the period commencing with the date to which he has received his last vacation with pay up to the end of the pay period immediately prior to the commencement date of his current vacation.
- 19.05** The Company may, in its discretion, close the plant premises or any part thereof during the summer months for vacation purposes. Notices of such shutdown will be posted on the bulletin board not later than May 15 of the year.
- 19.06** The intent of this Article 19 is to provide the prescribed vacations to eligible associates and the vacation time must be taken off work. Associates eligible for three weeks vacation may take their third week off at a time other than during a plant shutdown by mutual agreement between the associate and the Company. The associate will receive vacation pay at the time of taking vacation if requested at least one **(1)** week in advance.
- 19.07** The Company will assist Associates, at their request, in calculating their vacation pay.

## **ARTICLE 20 - ASSOCIATES BENEFITS**

- 20.01** The Company will make available for eligible associates who have completed the probationary period the following coverage, subject to the terms and conditions prescribed by the carriers as set forth in the respective Plans:
- (a) Group Life Insurance for each associate, to provide coverage in the principal amount of \$25,000 effective January 1, 1997 and effective January 1, 1998 to provide coverage in the principal amount of \$30,000 up to age 65 and thereafter in the principal amount of \$4,000 until reaching 70 when such coverage shall terminate; such coverage to include provision for double indemnity in case



of Accidental Death and Dismemberment. The Company agrees to contribute for each associate covered, an equal amount of 100% of the premium cost for the life of the agreement.

The Company will provide Optional Life Insurance for associates. Details including associate cost of insurance to be presented and available February 1997.

- (b) Sickness and Accident Weekly Indemnity, for each associate to provide coverage applicable on a basis of first day accident and/or day surgery, (day surgery as defined by Sun Life) first day hospitalization or fourth working day of illness for a maximum period of 15 weeks to yield 70% of the associate's basic pay. The Company agrees to contribute for each associate an equal amount of 100% of the premium cost for the life of the present agreement.

#### **AUTO INSURANCE CARRIER FIRST COVERAGE**

No benefit would be payable for any injury sustained directly or indirectly as a result of a motor vehicle accident in respect of which income replacement or similar benefits are available under any Legislation or regulation of the Province of Ontario and or the Motor Vehicle Insurance. The Company will pay the differential required to meet the maximum allowable under the Benefit Plan.

- (c) Ontario Health Insurance Plan Coverage for all associates. The Company agrees to contribute for each associate covered 100% of the premium cost during the life of the present agreement.

(d) Dental Plan for each associate and eligible dependent(s).

The following provisions will prevail:

1. A twenty-five dollar (\$25.00) deductible to be met by associates selecting single coverage and a fifty dollar (\$50.00) deductible to be met by associates selecting family coverage. Such deductibles are to be met annually (calendar year). Deductible must be met before plan coverage is available.
2. The Company agrees to pay 100% of the premium cost.
3. Covered Expenses are for treatment as described in the basic plan agreed to during collective bargaining.

The Company will cover 100% of the cost for Root Canal and Denture repair (minor restorative).

Effective January 1, 2003, the Company will cover 50% of the cost for Crowns and Bridges with an annual maximum of one thousand (\$1,000.00) dollars.

Effective January 1, 2003, the Company will cover 50% of the cost for Orthodontic Services with a lifetime maximum of one thousand five hundred (\$1,500.00) dollars/per dependent.

4. Effective January 1, 2002, dental reimbursement will be paid according to the prescribed 2001 Dental Fee schedule O.D.A.

Effective January 1, 2003, dental reimbursement will be paid according to the prescribed 2002 Dental Fee schedule O.D.A.

Effective January 1, 2004, dental reimbursement will be paid according to the prescribed 2003 Dental Fee schedule O.D.A.

Effective January 1, 2005, dental reimbursement will be paid according to the prescribed 2004 Dental Fee schedule O.D.A.

5. Recall Package (cleaning, exam, x-rays) once every 6 months as per present plan.
- (e) Prescription drug coverage for each associate and eligible dependent(s). Effective December 12, 1987 a \$0.35 prescription drug plan will be introduced.
    - (a) Covered expenses are for those drugs prescribed by a qualified medical doctor and not available over the counter.
    - (b) Prescriptions to be filled with Brand Name drugs as per the present plan.
  - (f) **(RRSP:) REGISTERED RETIREMENT SAVING PLAN**

Effective March 1, 1997 an Associate's contribution Maximum to be increased by 2% to 8%, Company match remains unchanged @ 6%.

- (g) Vision Care: Effective January 1, 2002, the Company will pay \$205.00 towards the purchase of prescription glasses for associates and their dependants in each 24-month span.

Effective January 1, 2003, the Company will pay \$210.00 towards the purchase of prescription glasses for associates and their dependants in each 24-month span.

Effective January 1, 2004, the Company will pay \$215.00 towards the purchase of prescription glasses for associates and their dependants in each 24-month span.

- (h) Orthopaedic Shoes/Insoles: Effective January 1, 2002, the Company will pay a one time 50% reimbursement to a maximum of three hundred (\$300.00) dollars for Orthopaedic Shoes/Insoles during the life of the collective agreement. The Orthopaedic Shoes/Insoles must be prescribed by a physician.

**20.02** Effective January 1, 2003, the Company will contribute five (\$0.05) cents per associate per hour to a Defined Benefit Plan.

Effective January 1, 2004, the Company will contribute ten (\$0.10) cents per associate per hour to a Defined Benefit Plan.

Effective January 1, 2005, the Company will contribute twenty (\$0.20) cents per associate per hour to a Defined Benefit Plan.

Representatives from the Company and the Union will sit down after the collective agreement is ratified, prior to January 1, 2003 to formulate a Defined Benefit Plan and discuss the possible combination of the Defined Benefit and Defined Contribution plans.

**20.03** An associate age sixty (60) or more who retires during the term of this collective agreement will receive one hundred (\$100.00) dollars per full year of service.

**20.04 - New Associate Benefits:** Effective December 13, 1992.

Start Date to 6 months	no coverage
6 months	Life Insurance Basic Dental
12 months	Full Dental Coverage Full Vision
18 months	Prescription drugs Sickness & Accident Weekly Indemnity

**20.05** Benefits will be extended to reduced associates under the following schedule:

Seniority	Voluntary Layoff	Involuntary Layoff
Less than 6 mos.	30 days	30 days
6 mos. - 1 yr	60 days	60 days
More than 1 yr	60 days	120 days

**ARTICLE 21 - SAFETY AND HEALTH**

**21.01** The Company will continue its policy to make reasonable provisions for the health and safety of **its** associates during working hours.

- 21.02** The Company will supply associates with protective clothing or special equipment where it requires the use of such clothing or equipment as necessary to ensure the associates health and safety.

The Company will purchase winter jackets for associates every twenty-four (24) months when deemed necessary.

The Company will reimburse associates for the cost of CSA safety shoes for associates who require such, every twelve (12) months up to a maximum as follows:

Effective January 1, 2002 - \$85.00

Effective January 1, 2003 - \$90.00

Effective January 1, 2004 - \$95.00

- 21.03** Should any condition arise in the course of the conduct of the Company's operations which an associate feels may adversely affect the safety and health of the associates or the plant premises, the associate, upon becoming aware of such condition, will draw it to the attention of his or her immediate supervisor so that the Company will investigate the condition and take such steps as it finds necessary in the circumstances.
- 21.04** The Company and the Union agree that for the welfare of the associate and the Company that an associate may be required to be evaluated by a predetermined examiner (i.e. general practitioner, specialist) for a third party independent medical examination (IME). The IME will be binding. Reasons for such evaluation may include but are not limited to; abnormal absence from work, abuse of attendance policy, assessment of ability to perform work available, long term disability, trends of absenteeism, personal health/welfare related problems. Failure to comply with the Company's requirement for the medical evaluation may subject the associate to disciplinary action.

Any associate shall receive no **loss** of wages for time spent to attend the IME. The Company will furnish transportation from the plant to the examiners office or, if the associate requests, reimburse the associate for his own transportation to the examiners office equivalent to the cost of a round trip taxi fare

- 21.05** The Union/Management Health and Safety Committee will be maintained during the life of this agreement. The Committee will consist of six (6) members, three (3) of whom will be appointed by the Company and three (3) of whom will be appointed or elected by the Union. The three (3) Union members will be appointed or elected, one from each shift.
- 21.06** The parties agree to abide by all provisions of the Occupational Health and Safety Act (R.S.O. 1990, C.O.1) and its regulations as amended by S.O. 1998, c. 8, s 49-60.

## **ARTICLE 22 - UNION/MANAGEMENT COMMITTEE**

- 22.01** A Union/Management Committee will be formed consisting of three (3) management and five (5) elected union officials. The committee will meet at the request of either party and at least once per month for the purposes of communicating and discussing all matters of mutual interest, including such things as business conditions, new products or processes, manpower, new hires, organizational changes, quality and customer satisfaction. The committee will have the power to make recommendations to the Union and to the Company. Time worked by associates in carrying out the functions of the committee will be considered to be time worked payable at the applicable straight time rate of pay.

**ARTICLE 23 - BULLETIN BOARDS**

**23.01** The Company agrees to provide the Union with bulletin board space for the posting of such notices of meetings and other matters of interest to the associates. The Company will receive copies in advance of all postings.

**ARTICLE 24 - MAINTENANCE**

**24.01** The term maintenance as used in this Agreement shall mean any associate;

- (a) Who holds a Technician/Technologist diploma in Mechanical, Electrical or Electronic Engineering, or
- (b) Who holds a Journeyman's classification in a skilled trades occupation (Ontario License Certificate of Qualification), or
- (c) Any associates as of December 14, 2001 working under the Maintenance classification

**24.02** Associates as of December 31, 2001 working under the Maintenance classification will have their total bargaining unit seniority. Future associates entering the Maintenance classifications will have date of entry as their seniority date.

In the event of a reduction, layoffs will be by seniority within the Maintenance classification.

Recall will be made in reverse order of layoffs.

**24.03** Effective January 1, 2002, the Company will pay a tool allowance of four hundred (\$400.00) dollars per year to each maintenance associate.



The Company will continue the current practice of replacing on an exchange basis any tools worn, broken or damaged beyond repair while in the performance of the associates normal duties.

## **ARTICLE 25 - GENERAL**

**25.01** The Company recognizes the value of their associates experience and knowledge and continues to support the advancement of their associates, whenever possible. In an effort to continue to promote this belief, the Company will communicate salaried positions to the bargaining unit associates whenever possible and appropriate.

## **ARTICLE 26 - EDUCATION FUND**

**26.01** Effective January 1, 2003, the Company will pay one quarter of one (\$0.0025) cent per hour per associate into the UNITE Education Fund.

## **ARTICLE 27 - JOB SECURITY**

**27.01** Lear Corporation recognizes that job security is essential to an Associate's well being and further acknowledges that it has a responsibility with the co-operation and partnership of the Union, to provide stable employment. Therefore, the Company agrees that there will be no long term lay off of Associates without the stipulated review and thorough discussions between Lear Corporation and UNITE Ontario Council.

The Company will take affirmative measures before any long term layoffs of any Associates, including such measures as, assigning previously subcontracted work to bargaining unit Associates capable of performing this work, seeking voluntary layoffs, reduction of non bargaining unit Associates and other cost saving measures. It is also understood that in considering the above stipulated measures we will not adversely impact the overall effectiveness of the business. **Also** prior to any consideration of layoff, Lear Corporation will review with the Union leadership those factors that threaten the viability of the Company. Only after exhausting all reasonable and feasible options and following extensive review with the Union leadership, will the Company consider a long term layoff of Associates affected by this provision. This excludes the traditional summer and end of year shut down for holidays and maintenance programs. For the purposes of this article long term layoffs is defined as sixty (60) days or more.

## **ARTICLE 28 - TERMINATION**

- 28.01** This agreement will remain in full force and effect until midnight, December 14, 2005, and **will** continue thereafter in effect from year to year unless notice of termination, in writing, is given by either party at least ninety (90) days before the next annual expiration date of this agreement.
- 28.02** The parties agree that they will meet and attempt to negotiate a new collective agreement commencing ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS HEREOF each of the parties hereto has caused the Agreement to be signed by their duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_ 2002.

**FOR THE COMPANY**

Robert Bryen  
Jim MacDonald  
Scott Smith  
B. W. Madigan  
Irene Gohm  
John Fowler

**FOR THE UNION**

Huntley Richards  
Manny Directo  
Hung Quach  
Jerry Bucci  
Alf Zeban  
Rudi Trevisan  
David St. Louis  
Noel Beasley

## SCHEDULE A

CLASSIFICATION	JOB	JOB CODE	Year 1 Dec 15/01	Year 2 Dec 15/02	Year 3 Dec 15/03	Year 4 Dec 14/04
Coordinator	Shift Coordinator	C	18.40	18.90	19.40	20.10
	SMWT Coordinator	B	18.40	18.90	19.40	20.10
Janitor	Janitor	J	17.35	17.85	18.35	19.05
Production	Molder	M	17.70	18.20	18.70	19.40
	Sewer/Gluing	P	17.70	18.20	18.70	19.40
	Absentee replacement	U	18.40	18.90	19.40	20.10
Materials	Shipper/receiver	R	18.40	18.90	19.40	20.10
	Material Tech (Buyer/Planner)	E	18.40	***19.90	***20.40	***21.10
	Material Tech (Cycle Counter)	T	18.40	18.90	19.40	20.10
	Service	S	18.40	18.90	19.40	20.10
	Fork Lift Driver	D	18.40	18.90	19.40	20.10
Maintenance	"A"	G	*21.60	**23.10	23.60	24.30
	"B"	H	20.10	20.60	21.10	21.80
	"C"	I	18.40	18.90	19.40	20.10
Quality	Auditor	A	18.40	18.90	19.40	20.10
	Liaison	L	18.40	18.90	19.40	20.10
	SPC	Q	18.40	18.90	19.40	20.10

\* Includes a \$0.50 equity increase effective December 15, 2001

\*\* Includes a \$0.50 equity increase effective September 30, 2002 and a \$0.50 equity increase effective December 15, 2002

\*\*\* Includes a special equity adjustment as per Letter of Intent signed December 5, 2002

### Schedule of Shift Premium

	Dec.15/01	Dec.15/02	Dec.15/03	Dec.15/03
<b>Afternoon Shift</b>	0.45	0.50	0.55	0.60
<b>Night Shift</b>	0.65	0.75	0.85	0.95

### Maintenance Definitions

<b>"A"</b>	Associate either holds Certificate of Qualification (C of Q) and/or Technician/Technologist diploma
<b>"B"</b>	Associate has worked at least five (5) years in maintenance department and holds at least one (1) certificate (i.e. welding)
<b>"C"</b>	Associate who functions as a maintenance trainee

### New Associates Wage Scale

<b>0 - 6 Months</b>	85% of classification rate.
<b>6 - [REDACTED] Months</b>	90% of classification rate.
<b>12 - [REDACTED] Months</b>	95% of classification rate.
<b>[REDACTED] Months</b>	100% of classification rate.

**LETTER OF UNDERSTANDING**  
**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 offenses, 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**

- (a) 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, between bargaining unit employees only and 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 UNITE Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution with a full report will be communicated to the Human Resources Manager.

- (b) The employee may submit his/her complaint in writing to the Company.
- (c) The Company will conduct an investigation of the complaint. The 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 Company may if he/she so wishes, have Union representation present during the interview.
- (d) The Company agrees that where practical, the 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.
- (e) The Company agrees that the Union will also have the right to conduct an investigation within the time frame in (d) above and will have the right to interview all witnesses.
- (f) In conducting the investigation, both the Company and the Union shall, to the extent practicable, maintain confidentiality.
- (g) 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.

### 3. **Workplace harassment defined**

Harassment is defined as any "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Lear Corporation Mississauga, all employees are

expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

Workplace harassment includes, but not limited to the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation etc. which cause awkwardness or embarrassment.
- Displaying visuals of sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.



## **Obligations of employees**

Employees are obligated to bring any complaint of harassment to the attention of the Company and/or the Union as soon as possible. If the Company/Union *is* not made aware of any issues of harassment, they may be unable to address such issues.

### **4. What harassment is not**

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Lear Corporation employees are not considered harassment.

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

**LETTER OF UNDERSTANDING****Religious and Cultural Days**

During the 2001 negotiations the concern over associates receiving time off to observe religious and/or cultural days was discussed. The Company will continue to grant unpaid leave of absences in accordance with the provisions under the Ontario Human Rights Code.

It is understood that in order to meet operational requirements, request for such leaves must be submitted at least one (1) week in advance.

**LETTER OF UNDERSTANDING****Heat Stress Program**

During the 2001 negotiations there was a request for a Heat Stress Program for the plant. The parties agreed that the Joint Health & Safety Committee would be given the task to review heat stress in the plant and make recommendations no later than May 1, 2002.

**LETTER OF UNDERSTANDING****Modified Work Program**

During the 2001 negotiations, the parties discussed the need for a formal Modified Work Program. The parties agreed that within ninety (90) days of ratification, the parties will meet for the purpose of discussion, understanding and, implementation of a Modified Work Program. The parties understand that, prior to implementation, both parties must be in agreement.

## **LETTER OF UNDERSTANDING**

### **Self Managed Work Teams (SMWT)**

During the 2001 negotiations, the parties discussed Self-Managed Work Teams (SMWT). The parties agreed that within ninety (90) days of ratification, the parties will meet for the purpose of discussion, understanding and, conditions for continuing the SMWT program.

## **LETTER OF UNDERSTANDING**

### **Plant Closure**

During the 2001 negotiations, the parties discussed at length the future of the Mississauga plant and the possible impact on the bargaining unit. It was agreed that it would be difficult at this time to address all the issues since no specifics are known with respect to the plant future. The Company commits that in event of a total plant closure it will notify the Union at least six (6) months prior to such closure providing the Company has such knowledge. The parties will meet to discuss terms and conditions of settlement including but not limited to severance, maintenance of benefits and relocation. The parties also agree that they will jointly apply to the government for any monies in the event of a closure.

## **LETTER OF UNDERSTANDING**

### **Technological Change**

During the course of the 2001 negotiations, the parties discussed technological progress and the need for continued training of the skilled trades work force. The Company reaffirmed its commitment to provide training where appropriate.

The Company will meet with the Union within ninety (90) days upon ratification to discuss their intent with respect to addressing training requirements.

**LETTER OF UNDERSTANDING****Apprenticeship Program**

The Company and the Union agree to negotiate an Apprenticeship Program by May 1, 2003 and to activate the program during the term of this collective agreement.

**LETTER OF UNDERSTANDING****Absentee Replacements(A/R's)**

During the 2001 negotiations, the parties agreed on the new **job** of Absentee Replacements (A/R's). Once the Company determines the appropriate number of A/R's required, it will post all jobs as per the job posting procedure.

The parties agree to meet within thirty (30) days upon ratification for the purpose of discussing the functions and number of A/R's per shift.

**LETTER OF UNDERSTANDING****Production Rates**

During the 2001 negotiations the parties agreed to the following procedure regarding production rates;

- ⇒ Union/Management committee will be comprised of the UNITE regional representative, and one elected associate from each shift along with up to four members of management.
- ⇒ The Company will provide the committee with written notification in advance of its intent to review/modify/implement production rates.

- ⇒ The Company will conduct studies/trials with full time associates who will fully cooperate.
- ⇒ Results of the studies/trials will be made available to the committee upon request.
- ⇒ The changes will be implemented at the Company's discretion and will be appropriately documented (i.e. OPC board, PCNs).
- ⇒ Should a dispute arise concerning a work assignment, the matter will be settled by the Union/Management committee. At this step, the Union will have the opportunity of bringing in representative(s) qualified in evaluating production rate disputes. This process should take no more than ten (10) working days. During this time, the associate(s) will accept the work assignment and continue working.
- ⇒ Should the matter remain in dispute the Union may grieve such, beginning at Step Three of the grievance procedure as per Article 7.

## LETTER OF UNDERSTANDING

### Layoff & Recall

It is understood by the parties that the provisions in Article 12.02 (Layoff & Recall), are to be **used** only when it is impractical to transfer further work to preferred shifts in order to avoid layoffs of senior associates.

When a senior associate's layoff (as per Article 12.02) accumulates to ten (10) working days (or 80 hours) in excess of the accumulated layoff of any junior associate in the same job (as defined by Schedule A) during the course of any calendar year, Article 12.03 will apply to all subsequent layoffs.

**LETTER OF UNDERSTANDING****Safety Glasses**

During the 2001 negotiations, the parties discussed at length the need for prescription safety glasses. It was agreed that this issue should be referred to the Joint Health and Safety Committee. The Joint Health and Safety Committee will be responsible for determining and recommending the use of prescription safety glasses where necessary.

**LETTER OF UNDERSTANDING****Maintenance "A" Pay Equity**

It was agreed that within ninety (90) days of ratification, the parties would meet for the purpose of reviewing the pay scale for Maintenance 'A' associates

# 2001

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# 2002

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September						
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June						
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# 2004

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