

# Collective Agreement

Between

Lear Canada  
Whitby Plant

and

CAW  
National Automobile, Aerospace  
Transportation & General Workers Union of  
Canada, Local 222

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## PREAMBLE

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

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

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

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

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

This agreement made the *26<sup>th</sup> day of November, 2005*, between Lear Canada, 2001 Forbes Street, Whitby, Ontario hereinafter referred to as the "Company" and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 222, hereinafter referred to as the "Union".

## **PURPOSE OF THE AGREEMENT**

The general purpose of this agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances and to prevent interruption of work and interference with the efficient operation of the Company's business, consistent with the terms of this agreement.

### **ARTICLE 1 RECOGNITION**

- 1.01 The Company hereby recognises the Union as the sole and exclusive bargaining agent for those employees subject to this agreement, in its plant(s) at Whitby, Ontario, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to and in accordance with the provisions of this agreement. For the purpose of this agreement, the term "employees" as prescribed by the certification issued by the Ontario Labour Relations Board dated September 16, 1986, shall not include: Supervisor, persons above the rank of Supervisor, Nurses, Plant Guards, Office, Clerical and Sales Staff, persons regularly employed for not more than twenty-four (24) hours per week and Students employed during the school vacation period. Where the male pronoun is used to represent an employee it is understood and agreed that it is applicable to female employees as well.
- 1.02 The Company agrees all new hires both full-time and temporary will be hired as employees of the Company effective immediately upon commencing bargaining unit work.

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

- 2.01 There shall be no discrimination, interference, re-

straint, or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce or attempt to intimidate any employee of the Company and shall not on Company time or premises conduct unknown activities except as herein expressly provided.

- 2.02 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code (the "Code") and 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 based on a prohibited ground contrary to the Code. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability as defined in the Code, political affiliation, nor sexual harassment in any form.

### **ARTICLE 3 RESERVATIONS TO MANAGEMENT**

- 3.01 The Union recognises the right of the Company to hire, promote, transfer, demote and layoff employees and suspend discharge, or otherwise discipline employees for **just** cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication. The Union shall be given a reasonable period of time to review and respond to the changes.
- 3.04 Nothing in this agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.05 The Company and Union agree that in the exercise of each of their rights and in the administration of this agreement they shall endeavour to do so in a fair and reasonable manner.

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

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

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

- 5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall, as a condition of employment, become and remain members of the Union, for the term of this agreement.

- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.
- 5.03 (a) The Company will, upon completion of an authorization card, signed by an employee covered by clause 5.01 of this agreement, for the duration of this agreement, deduct during each pay period, and remit monies to the Financial Secretary of Local 222 of the National Union CAW-Canada, by the tenth (10th) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.
- (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, **has** no earnings during a pay period of any month, dues deduction shall be deferred to their next pay period subject to 5.05.
- (c) Initiation fees and the initial monthly dues of a new hire will be deducted from the first payroll period following the employee having worked forty (40) hours since being hired.
- (d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit or who has died.
- 5.04 The Company agrees to supply the CAW National Representative with a list of all employees' names,



addresses, telephone numbers, and postal codes upon ratification of this agreement. The Company further agrees to provide the Financial Secretary of Local 222 with a quarterly list of names, addresses, phone numbers and postal codes of all employees including new hires.

- 5.05 Deductions shall be made from the pay of any employee covered by clause 5.01 of this agreement, as per the CAW Constitution.

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

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

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

## **ARTICLE 6 UNION REPRESENTATION**

- 6.01 The Union shall be represented as follows:
- a) By six (6) Stewards plus one (1) Skilled Trades representative, whose respective areas of representation and jurisdiction shall be designated by mutual agreement between the Company and Union. One (1) of the above Stewards on each shift will be appointed by the Union as a Chief Steward who will function as a Committee person on the afternoon and midnights shift(s). If two plant linear build is reintroduced, eight (8) Stewards will be reimplemented. If a third shift is implemented in both Plants representation

will increase to nine (9) Stewards. In the event of a significant reduction in the workforce, the number of Stewards will be reduced proportionately.

- b) By a five (5) person Plant committee retained on the day shift, and shall be composed of a Chairperson, Benefits Representative, Co-Chairperson Health & Safety, plus two (2) Committeepersons in Zones designated by mutual agreement between the Company and Union.

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

The duty of the above representatives shall **be** to represent the employees in the processing of complaints and grievances as outlined in the collective agreement. In addition to the above duties, the Committeepersons, shall also be Production Standard trained.

The Company further agrees to provide production standard training to the Co-Chairperson Health & Safety and Chief Stewards

- 6.02 The Union will inform the Company in writing of the names of the Union Representatives and subsequent change in the names of such representatives, and the Company will not be required to recognise representatives until such notification from the Union has been received.
- 6.03 **A** Union representative and/or Grievor shall report to and obtain permission from their supervisor or their representative, whenever it becomes necessary to leave their work, for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the collective agreement. Such

permission will be granted within a reasonable period of time without undue delay. The Company may need a reasonable period of time to find a replacement. The Union representative and/or Grievor shall report back to their supervisor or their representative at the time they return to work.

- 6.04 Company approved time off work by Union representatives or Grievors, will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to in-plant Union business. Union representatives will advise their supervisor of their destination and general nature of their business and the time anticipated to transact such business.
- 6.05 The Chairperson, two (2) Committeepersons, Benefits Representative and the Co-chair of the Health and Safety Committee shall be granted the full time of their shift with pay to perform their functions under the terms of this Collective Agreement and shall be paid by the Company as follows:
- (a) The Chairperson shall be paid at the rate of the highest paid classification covered in this agreement.
  - (b) The two (2) day shift Committeepersons, Benefits Representative and the Co-chair of the Health and Safety Committee shall be paid two dollars (\$2.00) below the highest paid classification covered in this agreement.
  - (c) The Stewards and Skilled Trades representatives will be paid at their normal rate of pay.
- 6.06 The Company shall recognise the two (2) Committeepersons together with the Chairperson for the

purpose of meeting with management for the administration of the Collective Agreement and contract negotiations and such meetings shall be recognised as paid time as per clause 6.04 and 6.05 above. The Chief Stewards and one (1) Skilled Trades Representative will be part of the Bargaining Committee for contract negotiations paid by the Company as above. Whenever possible the requesting party shall give two (2) working days notice with an agenda of the matters to be taken up at such meetings.

- 6.07 The Company agrees to recognise and deal with a representative from the National Union, and the President of CAW Local 222 as part of the negotiating committee.
- 6.08 The Union will be allowed to post on an adequate number of secure bulletin boards provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Company. Such approval will not be unreasonably withheld.
- 6.09 The Company will notify the Union in writing of the Management personnel and any subsequent changes or transfers who will be dealing with the administration of **this** agreement. The Union will be notified one (1) week in advance of changes whenever possible.
- 6.10 The National Representative and/or the President of the Local Union may be present at meetings with management when requested by the Plant Committee and where possible forty-eight (48) hours prior notice has been given to the Company.
- 6.11 The Company will permit the Union to hold elections of Union representatives on the Company's premises during unpaid time of the employees on

their shift. The locations and times for voting will be determined by mutual agreement between the Chairperson and Human Resources Manager.

- 6.12 When an employee wishes to see his/her Union representative he/she shall notify his/her supervisor who will inform the representative of the request subject to clause 6.03.
- 6.13 The Union may designate an alternate who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of a Union representative being absent from the plant. The alternate must be a seniority employee who is scheduled to work during such absence.
- 6.14 The Company will grant upon request of the President of the local Union, or the Chairperson, permission for **up** to five (5) Union members in total to leave the plant on Union business at any one time, without pay. Further, such request is made in writing at least three (3) working days in advance to the Human Resources Manager or their designate. It is understood that in the event of an emergency situation resulting in less than required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business and leaving and returning time of those granted such permission.
- 6.15 The Company agrees to provide the Union with four (4) reasonably sized fully equipped offices, including four (4) computers with internal e-mail access, five (5) separate phones with access to a fax machine and copier.

Such offices shall be distributed as follows:

- a) A private office for the Chairperson.
- b) A private office for the Committeepersons and Stewards with two extensions.
- c) A private office for the Benefits Representative.
- d) A private office for the Co-Chair of the Health and Safety Committee.

## **ARTICLE 7**

### **GRIEVANCEPROCEDURE:**

7.01 Any complaint alleging violation, misinterpretation or misapplication of the terms of this agreement relating to rates of pay, wages, hours of work or any other working conditions shall first be taken up orally by the employee and their Steward with the employee's immediate Supervisor.

- (a) If after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing by the Steward, on the form provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances should, as far as is possible, identify the article, clause or clauses of this agreement, which are claimed to have been violated.
- (b) On a group complaint, the Steward shall first discuss such complaint with the immediate supervisor. Either party may request that one or more employees are present during such discussion. If the complaint remains unsatisfied the Steward may then reduce the complaint to writing and signed by the aggrieved employees, it shall then constitute a grievance.
- (c) Grievances may be processed immediately to

Step Three, if mutually agreed between the Company and the Union.

- (d) It is agreed that when the nature of the complaint is such that the Steward requires assistance, he/she may request through the supervisor the presence of the Committeeperson during such oral discussion.
- (e) It is agreed and understood that all complaints and grievances should be presented within three (3) working days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party.
- (f) *A brief explanation of the company's response will be included at any step of the grievance procedure.*

7.02 STEP ONE

The written grievance, as defined above, shall be presented by the Steward to the Supervisor. Within two (2) working days of this presentation, the recipient will render their decision personally to the Steward, noting their conclusion in writing and countersigning the grievance form.

7.03 STEP TWO

If no agreement is reached at Step One, then within three (3) working days of that decision the Committeeperson shall take up the grievance with the Department Manager, or their designate. Within three (3) working days of this presentation, the recipient will render their decision personally to the Committeeperson, noting their conclusion in writing and countersigning the grievance form. If the Department Manager or their designate and Committeeperson mutually agree, the employee, Steward and Supervisor involved may participate in Step Two.

7.04 STEPTHREE

If no agreement is reached at Step Two, then within five (5) working days of that decision the Chairperson may appeal the grievance to the Human Resources Manager or their designate. The grievance will then be discussed at a meeting between the Plant Committee and the Company. Such meeting shall be arranged between the Human Resources Manager and the Chairperson when deemed necessary, an agenda will be submitted forty-eight (48) hours prior to the scheduled meeting date.

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

- 7.05 (a) Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Company. Grievances resolved at Step 1 or 2 will automatically be settled without precedent or prejudice to any other case.
- (b) Grievances not responded to within the time limits may be processed to the next step by the moving party.
- 7.06 (a) Where a grievance involves the payment of back wages and the employee has sustained their charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee. However, if the cir-



cumstances of the case made it impossible for the employee to know that they had ground for such claim prior to the date, the claim shall be limited retroactively to a period of twenty (20) working days prior to the date the claim was first filed in writing.

- (b) When an employee receives back pay on a grievance they shall be paid on a separate pay cheque, provided the back pay is more than sixty dollars (\$60.00) within five (5) working days after the amount of payment has been determined and agreed to by the parties.

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

7.07 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance to commence at Step Three.

7.08 Any issue involving the interpretation and/or application of any term of this agreement may be initiated by either party directly with the other party between the Chairperson and Human Resources Manager. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to arbitration as provided in Article 8.

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

7.09 Group grievances will be processed in the normal manner and will be signed by the employees so affected commencing at Step One.

7.10 Any grievances resolved or withdrawn and that decision is subsequently appealed through the appeals

procedure established by the CAW Constitution or any other appeal procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the next step of the grievance procedure.

## **ARTICLE 8 ARBITRATION**

8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fifteen (15) working days after the reply at Step Three.

8.02 The Company selected arbitrators shall be:

G.J. Brandt  
H.D. Brown  
R.H. McLaren  
M.K. Saltsman

The Union selected arbitrators shall be:

**W. Rayner**  
E.E. Palmer  
M.G. Picher  
M. Teplitsky

As grievances are submitted to arbitration the parties will alternate selecting arbitrators from each other's list. An arbitrator may not be selected for a second case until all four (4) arbitrators from that list have been selected.

The parties may mutually agree to replace any of the above arbitrators with another mutually agreed arbitrator.

8.03 The sole arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties

to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

- 8.04 The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator, shall be restricted in the award, to the provision of this collective agreement, and shall not in the award, add to, delete from, or otherwise alter or amend any provisions of the agreement.
- 8.05 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 8.06 Any extension of the time limits may be made by either party by mutual consent, in writing.

## **ARTICLE 9 DISCIPLINARY ACTION**

- 9.01 The following procedure will apply when the Company intends or contemplates suspending or discharging an employee.
- (a) The Company will notify the employee and the Union, in writing, within two (2) working days of the alleged violation becoming known to the Company.
  - (b) The Union will be permitted up to one (1) working day to investigate the alleged violation from the time of such notification.
  - (c) During such investigation the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be implemented.

(d) When the discipline has not been resolved following the completion of the Union's investigation a hearing must be held within three (3) working days of the completion of the Union's investigations, unless mutually agreed otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the Plant Committee and the employee and the supervisor may be present at such hearing if deemed necessary by either party.

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

In such case, the Company may immediately remove such employee from the premises without pay.

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

9.03 Within one (1) working day of the 9.01 or 9.02 hearing, unless agreed otherwise, the Company will give the Union and employee written notification of the action the Company will be taking before the employee is required to serve such suspension or be discharged.

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

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

- 9.06 It is mutually agreed that an arbitrator shall have the right to modify penalties in suspension and discharge cases only, but shall not have the right to alter any employee's seniority.
- 9.07 The employee and the Union will be given a copy of any warning, reprimand, suspension or disciplinary layoff entered on an employee's personnel record, within two (2) working days of the action taken. In imposing discipline on a current charge, management will not take into account any prior infractions, which occurred more than twelve (12) months previously.
- 9.08 The Supervisor shall ask an employee if they want their Union Representative in attendance when they are going to be interviewed concerning discipline, or prior to being sent home as per Article 9.02.

## **ARTICLE 10 SENIORITY**

- 10.01 An employee shall be regarded as a probationary employee until they have been in the employ of the Company for sixty (60) working days during any twelve (12) consecutive months. After completion of the above probationary period, the employee shall then be assigned a seniority date as of their most recent date of hire.
- 10.02 The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Human Rights Code or if the termination is arbitrary, discriminatory or in bad faith.

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

- 10.03 A working day for purposes of the probationary period shall be any shift in which the probationary employee performs at least four (4) hours work or receives four (4) hours pay from the Company. W.H.M.I.S. and/or orientation training shall constitute a day worked as per Letter 13.
- 10.04 When two (2) or more employees attain seniority on the same day, seniority shall be determined by alphabetical order of the employee's last name at date of hire.
- 10.05 The Company will post an up-to-date seniority list every three (3) months. Copies of the seniority list will be provided to the Chairperson.
- 10.06 Seniority shall be defined as the status of the employee based upon his/her established unbroken length of service with the Company from *the* date of last hiring by the Company. Such seniority will only commence after first entering the bargaining unit and shall be limited by clause 10.08.
- 10.07 The seniority of an employee shall be broken for any one of the following reasons:
- (a) If they voluntarily quit.
  - (b) If they are discharged and such discharge is not reversed through the grievance procedure.
  - (c) If they are laid off from the Company for a period in excess of three (3) consecutive years, or their length of seniority, whichever is the greater, up to a maximum of five (5) consecutive years.
  - (d) If they fail to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by

registered mail, to their last known address. However, if their failure to report to work is due to sickness, accident or other cause beyond their control, they shall not forfeit their seniority rights if they notify the Human Resources Department of the Company within the said five (5) working days after receipt of such notice and if they report to the Company for work immediately after the cause of their absence is removed. It is understood that **an** employee shall not lose **their** seniority if evidence satisfactory to the Human Resources Manager for such failure to report is furnished upon their return to work. If the disposition made of any such case is not satisfactory, **the** matter may be referred to Step Three of the grievance procedure.

- (e) When **an** employee is absent from work for three (3) consecutive working days, excluding premium days, without a valid reason.
- (f) If they accept other employment while on leave of absence except with the express permission of the Company and the Union.
- (g) When they retire except as provided under the disability retirement section of the Company pension plan.

**An** arbitrator can relieve against the operation of clauses **D**, **E** and **F**.

10.08 **An** employee transferred to a position outside the Bargaining Unit, who transfers back at their choice or who is transferred back to the Bargaining Unit, by the Company, within six (6) months of such transfer, will only be credited with seniority acquired while in the Bargaining Unit. He/she will displace the most junior employee in the Bargaining Unit.

After the above six (6) month period an employee may only be transferred back into the Bargaining Unit by the Company, and they will be considered a new employee with the probationary period waived.

- 10.09 An employee who is no longer able to perform the work in their classification, but is capable of performing other duties, or any employee who has incurred a permanent or partial disability, may by mutual agreement between the Company and the Union, be assigned to or retained at an operation which they are capable of performing at the prevailing rate of pay of that position. Permanently restricted members shall be governed by Letter 27.
- 10.10 (a) The Plant Committee, Chief Stewards and Co-Chair of the Health and Safety Committee shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work available they are able to perform.
- (b) Stewards shall have preferential seniority in their respective areas of representation during their terms of office and shall be the last employees laid off in their area, provided, there is work available they are able to perform. At all times, 10.10 (b) shall be superseded by 10.10 (a).

## **ARTICLE 11 TEMPORARY VACANCIES**

- 11.01 A temporary vacancy shall be defined as:
- (a) Any function vacant due to illness, accident, vacation, leave of absence, or
- (b) A short-term temporary function(s) that may arise for a period not to exceed **39 weeks**, with



the provision that it may be extended by mutual agreement with the Union.

- 11.02 **A** long term vacancy shall be defined as any vacancy which exceeds or is expected to exceed **39 weeks** and shall be filled by 12.01 b).
- 11.03 (a) Short term temporary vacancies of less than one (1) working day will first be filled through appropriate use of departmental utility operators who may be assigned to any function that needs to be filled in their department. This does not preclude the right of the Company to use departmental utility operators outside their department provided they are not required in their department.
- (b) Temporary vacancies of less than **39 weeks** will first be filled through appropriate use of area absentee replacements. This does not preclude the right of the Company to use A/R's outside their department provided they are not required in their department. In the event of additional off shift vacancies the Company will have the right to transfer the lowest seniority A/R.
- (c) In the event of additional requirements in (a) or (b) above the Company shall have the right to temporarily transfer the least senior qualified employee available on the same shift from one function to another. Available means that such transferred employee will not be replaced.
- (d) Any employee who is temporarily transferred pursuant to this section will be paid as follows:
- (1) If the transfer is to a lower paid function, the employee will continue to be paid at his/her regular rate of pay.

- (2) If the transfer is to a higher paid function, the employee shall receive the higher rate.
- (e) In every circumstance, the supervisor will keep the Union Steward informed *through the daily manpower report and any adjustments.*

## **ARTICLE 12 JOB POSTINGS**

- 12.01 (a) If a permanent job vacancy exists, or a new job is created within a classification such an opening will be posted within five (5) working days on the plant bulletin boards for a period of three (3) working days, during such time seniority employees may make application for such vacancy. The posting will identify the following: Shift, Department, Sub-Department, Classification and Function.
- (b) Long term temporary vacancies shall be posted. Any subsequent vacancy shall then be filled through appropriate use of area A.R's. The successful candidate shall revert to their original function when the vacancy ceases.
- 12.02 **An** employee successfully transferred through the job posting shall only be entitled to two (2) such postings in any one (1) calendar year. An employee must be eligible at the time and date the job is posted. An employee accepting a job posting shall have until completion of his next shift to decline, prior to being charged.
- 12.03 **A** permanent job vacancy under **this** article, shall be awarded to the applicant with the greatest seniority, provided they are able to perform the work required and can report within five (5) calendar days excluding approved vacation:

- 12.04 An employee transferred pursuant to clause 12.03, given appropriate job training, shall demonstrate their ability to perform the function satisfactorily within ten (10) consecutive days upon reporting to the job. The time period may be extended by agreement between the Company and the Union.

Should an employee not qualify within the trial period, they will revert to their former function, however, such trial period shall not count as a posting as per clause 12.02.

- 12.05 One (1) subsequent vacancy, created by the original posting, will be filled by a posting when the original vacancy has been filled by a successful candidate.

If it needs to be filled such vacancy will be posted within one (1) working day.

Any subsequent vacancy will be filled as per Letter No. 27 Circumstances may occur where the Company and the Union may post jobs prior to Letter 27.

- 12.06 An employee will have the right to decline a job posting at any time during the first five (5) working days of the ~~trial~~ period and will revert back to their former function, however, such trial period shall count as a posting as per clause 12.02.

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

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

ing days of being accepted on a job posting unless mutually agreed otherwise.

- 12.09 Any member posting to a *newly created job* which is eliminated within ninety (90) calendar days shall revert to their former function and shall not be charged for such posting.

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

- 13.01 When the Company deems it necessary to reduce the work force the Company, whenever possible, will give employees at work, five (5) working days clear notice of layoff. The Union will be provided a list of employees who are scheduled for layoff under this section.
- 13.02 (a) Layoffs of a known duration of two (2) weeks or less will be voluntary within the equalization group; low seniority capable on the same shift group may then be retained at the Company's option.
- (b) In the event of a layoff of more than **two** (2) weeks, members may exercise their right to bump into the opposing department, seniority permitting.
- (c) The time limits set out may be extended by mutual agreement between the parties.
- 13.03 Whenever a reduction in the work force takes place other than as provided in 13.02 the following procedure will apply:
- (a) Probationary employee(s) will be laid off first.
- (b) The junior posted employee(s) in the affected function will exercise their seniority over the

most junior posted employee(s) in their classification within their sub department, on shift.

- (c) The resultant junior posted employee(s) will exercise their seniority over the most junior posted employee(s) in their sub department within their department, on shift.
- (d) The resultant junior posted employee(s) in the affected sub department will exercise their seniority over the most junior posted employee(s) in their department, on shift.
- (e) The resultant junior posted employee(s) in the affected department will exercise their seniority over the most junior posted employee(s) in other departments, on shift.
- (f) The resultant *junior* posted *employee(s)* will exercise their *seniority* over the most *junior employee(s) on shift*.
- (g) The resultant junior employee(s) will exercise their seniority over the most junior employee(s) in the bargaining unit provided they are able to perform the function.
- (h) Any Sub/Sub and exhausted functions will be utilized in all steps of 13.03

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

13.05 If a laid off employee does not choose to exercise their right to bump as defined in 13.03 they will remain on layoff until:

- (a) After thirty (30) calendar days, upon advising

the Company, in writing, they will be given the opportunity of being recalled when there **is** a need to increase the work force, seniority permitting, or

- (b) After sixty (60) calendar days, upon advising the Company, in writing, **an** employee shall be returned to work replacing the junior employee in the bargaining unit within five (5) days from the Monday following his/her intent to return, or
- (c) There is a need to increase the workforce in the facility, employees will be recalled from layoff in line with their seniority. Employees may choose to waive the recall if there **are** junior employees with seniority still on layoff. An employee must accept recall when there **are** no longer any employees with seniority laid off and there is a need to increase the workforce.
- (d) An employee returning during the week will not qualify for short workweek benefits under **this** clause.

13.06 Whenever a function is eliminated, it shall be recognised as a layoff and the individuals involved must bump as per 13.03. Article 13.04 will remain in effect for ninety (**90**) calendar days.

## **ARTICLE 14 LEAVES OF ABSENCE**

14.01 A leave of absence of up to thirty (30) calendar days may be granted by the Company to seniority employee as follows:

- (a) The employee must give a minimum of five (5) working days notice, and a maximum of thirty

(30) calendar days unless waived by the Company due to extenuating circumstances.

- (b) The request must be in writing with reasons for the leave on an appropriate form supplied by the Company and counter signed by his/her Supervisor.
- (c) The request must be for a valid reason and must not be to seek or obtain employment elsewhere.
- (d) The Company may refuse a request for leave of absence if the leave is for an invalid personal reason or the leave will have an adverse effect on the Company's ability to operate the plant efficiently. The Company will advise the employee of its answer in writing within three (3) working days. If the Company fails to respond within the three (3) working days, the leave of absence will automatically be granted.
- (e) Extension of the thirty (30) calendar day period may be granted by mutual agreement between the Company and Union.

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

- (b) They will be returned to work, provided they furnish satisfactory medical evidence of their recovery. If the medical evidence is provided prior to the beginning of their shift they will be returned to work immediately. If the medical

evidence is provided after the beginning of the shift they may be returned immediately but no later than the next work day. The Company will have up to three (3) days *to* place the employee if their prior function no longer exists.

#### 14.03 PARENTAL LEAVE

Parental leave of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act and/or the Employment Insurance Act

#### 14.04 UNION LEAVE

(a) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence to match the time period(s) of elected or appointed office(s). Renewals shall be granted upon request for each election or appointment.

(b) Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence to match the time period(s) of elected or appointed office(s). Renewals shall be granted upon request for each election or appointment.

#### 14.05 EDUCATION LEAVE

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



- (a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence they have been accepted as a student by the recognised college, university or school.
- (b) On expiry of each term or semester, the employee shall provide the Company with proof of attendance.
- (c) Leave may be extended for additional periods not to exceed one (1) each year.
- (d) Provided the student's course of instruction is related to their employment opportunities with the Company, seniority shall accumulate during the leave. Attendance at primary or high school shall be regarded as meeting this provision.

Health care benefits will continue for a period of one (1) year under this paragraph. If continued beyond one (1) year the employee's may elect to pay for benefits as provided in the plan.

- (e) While attending a course of instruction not meeting the requirements of (d) above, seniority will not accumulate.
- (f) Health care benefits will cease with the granting of the leave as defined in (e) above, however, employees may elect to pay for benefits as provided in the plan.
- (g) Employees returning from such leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice, with seniority applying only in the bargaining unit. Employees granted leaves under (e) above will be returned based on their adjusted seniority.

- (h) The Company agrees to pay a maximum of seven hundred and fifty dollars (\$750.00) per year in tuition for each course taken by an employee which is work-related and the employee has successfully completed such course or courses.

#### 14.06 PAID EDUCATION LEAVE

- (a) The Company agrees to pay into a special fund three cents (\$.03) per hour per employee for all compensated hours for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, CAW and sent by the Company to CAW Family Education Centre, PEL Training Fund, RR #1, Port Elgin, Ontario, NOH 2C3.

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

- (b) Social Justice Fund

The Company agrees to contribute one cent (\$.01) per hour worked to the CAW Social Justice Fund effective January 1, 1997. The Company agrees to forward the contributions quarterly to:

The Bank of Montreal  
Transit No. 2465  
Account No. 1018-788

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

CAW-SOCIAL JUSTICE FUND  
205 Placer Court  
North York, Ont. M2H 3H9

14.07 **BEREAVEMENT LEAVE:**

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

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

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

14.08 **JURY DUTY**

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as

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

This clause will also apply in the case of an employee who is working afternoon or night shift and has to report for jury duty or crown witness during non-scheduled working hours. Such employee will be granted with pay the shift following or the shift prior to reporting for jury duty or to serve as a crown witness.

The Company's obligation to pay an employee for jury duty or as a crown witness is unlimited.

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

#### 14.09 BUSINESS VENTURE

Upon application the Company may grant leaves of absence for compassionate and business venture reasons based on sufficient proof of the reasons.

Any employee being denied a personal leave of absence will be informed as soon as possible and the reasons for the denial will be explained on the application for personal leave.

An employee returning to work from a business venture leave of absence shall have seniority rights only in the bargaining unit, except a Skilled Trades employee who will have seniority rights to their former classification.

- 14.10 It is the intention of the Company to make every effort to grant personal leaves of absence provided it is feasible, based on sufficient employees being available and production scheduling.

An employee being denied a personal leave of absence will be informed as soon as possible and the reasons for the denial will be explained on the application for personal leave.

- 14.11 Seniority shall accumulate during the period of any approved leave of absence for seniority employees except as provided in clause 14.05 (e).
- 14.12 After any leave of absence, an employee will be placed in their former function if it still exists or their former classification and shift, seniority permitting, except as provided otherwise in this agreement.

## **ARTICLE 15 HOURS OF WORK**

- 15.01 This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 15.02 The normal workweek will consist of eight (8) hours per day, Monday through Friday.
- 15.03 If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. Employees will be given at least five (5) working days advance notice, whenever possible.

- 15.04 In the event it becomes necessary for the Company, because of customer requirements, to change the starting and stopping time of the normal shifts, or establish new shifts, the Company will review such change with the Plant Committee five (5) working days, if possible, before such changes are effected. Employees will be given at least five (5) working days advance notice, whenever possible.
- 15.05 It is recognised that the Company has existing regular shifts with starting and/or quitting times that vary from the above to facilitate production. Such shifts may be maintained during the term of this agreement. All employees shall rotate from one shift to the other every two (2) weeks when applicable.
- 15.06 When the Company finds it necessary to operate a three (3) shift schedule to support customer production, such shifts will be of eight (8) hours duration and will include a paid lunch break. The Company will review such change with the Plant Committee five (5) working days, if possible, before such changes are effected. Employees will be given at least five (5) working days advance notice, whenever possible. *The thud (midnight) shift will be a fixed shift and will not rotate.*

## ARTICLE 16 OVERTIME

- 16.01 Overtime premiums shall be established as follows:
- (a) Time and one-half will be paid for all time worked beyond eight (8) hours on any **day** in *the* normal workweek.
  - (b) Time and one-half will be paid for all time worked Saturday and on the **August** Civic Holiday.

- (c) Double time will be paid for all time worked on Sunday.
- (d) Double time will be paid for all time worked on a paid holiday covered under **this** agreement in addition to holiday pay.
- (e) Time worked on Saturday as the result of a scheduled shift start on Friday evening will be paid at straight time.
- (f) Time worked on Sunday as the result of a scheduled **shift** start on Saturday evening will be paid at time and one half.
- (g) Time worked on Sunday as the result of a scheduled shift start for Monday midnight shift will be paid at straight time.
- (h) Scheduled 3<sup>rd</sup> shift (midnight) commencing Friday will be paid at time and one half.
- (i) Scheduled 3<sup>rd</sup> shift (midnight) commencing Saturday will be paid at double time.

#### 16.02 Section 1 Equal Distribution

It has been agreed, for the purpose of distribution of overtime, the overtime week shall be Monday to Sunday. Chargeable overtime shall be rotated evenly among all employees within each group.

In the equalization of overtime hours, the employees must have the lowest hours with highest seniority and be capable of performing the same duties as the employee that they are replacing, both in quantity and quality of work. The overtime groups will be established by mutual agreement between the Company and Union. The overtime equalization groups will be kept accurate and up to date by the Company.

Failure to follow this provision will result in payment to the affected employee(s) for overtime hours lost at the applicable overtime premium, provided the employee and/or Union representative raised the objection to Management prior to the overtime being worked. Otherwise, the remedy will be to offer the next available overtime to the affected employee(s).

### Section 2 Shortage Due to Absenteeism

**Time** worked during the Monday through Friday work week, which becomes overtime as a result of the Company exercising its option to hold over and/or call in early from the other shifts the employees on the particular job involved to fill in due to absenteeism or other such unanticipated shortage of regular employees, shall be assigned to Seniority employees with a strict rotation by seniority, and it shall not be chargeable. All such overtime will be recorded in a rotation log. **This** log will identify the name of the regular or posted operator and all other capable employees, who will be listed in seniority order for each job in the overtime group. The regular (as per 11.03) or posted operator will have the first opportunity to work overtime on such job. An individual moved shall be placed in the logbook at the beginning of his/her first full shift in the new group. This log will be kept accurate and up to date by the Company.

### Section 3 Accepts Overtime But Fails to Show

Any employee accepting an overtime assignment hereunder, who fails to work on the day prior to such overtime day without calling the Company during the first half of their shift on such prior day with an acceptable excuse for their absence and to confirm their intent to work the overtime day, shall be permitted to work such overtime day only at the option of the Company.



An employee who has accepted an overtime assignment and fails to report for work shall be charged an additional number of hours equal to the number of hours originally scheduled.

An employee subject to having agreed to work overtime and fails to report shall be considered an absentee and shall be subject to plant rules.

#### Section 4 Mandatory Overtime

When the Company must schedule production to match its scheduled hours of operating the hardware line such overtime up to eight (8) hours per week will be mandatory. No less than twenty-four (24) hours advance notice will be given to employees required to work such overtime. The Company reserves the right to schedule employees for Customer driven Run at Rate at model change. One (1) week advance notice will be given to employees to work such overtime to a maximum of forty-eight (48) hours per week excluding Sundays.

#### Section 5 Rules for Maintaining Equalization

The administrative rules for maintaining equalization of overtime hours records shall be as follows:

1. All overtime hours will be turned back to zero (0) **January** 1st of each new year.
2. Employees who are offered or accept overtime in their group and do not work will be charged as having worked. The area Union Representative shall receive a copy of all names of people who were asked to work, daily.
3. Overtime hours recorded shall be shown as "paid hours" (for example, one hour's work at time and one-half shall be shown as 1 1/2 hours and one hour's **work** at double time shall be shown as two (2) hours).

4. Equalization records will be maintained and posted *on* a weekly basis as follows:
  - (a) The maintenance of the equalization records shall be the responsibility of a designated member of management.
  - (b) The equalization records shall display the employees' names and numbers, **and** total accumulated hours shall appear on the equalization records.
  - (c) The equalization records shall be posted at a mutually agreed place to assure adequate accessibility for all concerned.
5. Any employee transferred from one overtime equalization group to another will assume the average hours charged employees in the new equalization group. New hires will be charged with the highest hours of the equalization group which they enter.
6. (a) Stewards shall not be carried on the equalization hours records. Whenever five (5) or more employees are working overtime within the shift or the area represented by a particular Steward, that Steward shall be assigned as one of the group to work overtime provided they are immediately capable of doing the work required. Whenever two (2) or more Stewards work within the same overtime equalization group, overtime shall be alternated among them on those occasions when a sufficient number of employees are at work, so that the presence of a Steward is provided. Stewards shall not otherwise be entitled to equalize their overtime hours.
7. Alternate of Stewards shall equalize overtime

on the same basis as other employees. However, when alternates are asked to work in place of a Steward, their hours shall not be charged.

8. When overtime work is available employees who are absent **for (1) one week or less** will be charged as if they would have been offered the work. Employees absent more than one (1) week will be averaged into their group upon **return** to work.
9. Employees who are temporarily transferred from one equalization group to another will be charged on the records of their own group for the hours earned in the second group.
10. The Company will post on Thursday for Saturday overtime, however, because of being a Just-In-Time operation the following exceptions will apply; customer production problems, material delivery shortages and quality, and absenteeism impacting schedules. However, if **an** emergency condition arises notice will be acceptable if given within the first four (4) hours of the shift on Friday for Saturday overtime.
11. Probationary employees shall not be offered overtime until all qualified seniority employees on the shift have been offered the overtime.

Maximum Hours to be worked

It is the expectation that no employee exceed a total of sixteen (16) cumulative hours worked within a twenty four (24) hour period.

The above guidelines are subject to change.

**16.02 Section 6 – Production Overtime Procedure -Three (3) shift operation:**

***Hold over's and call ins are done according to the time slot owned by your shift.***

*Time slot is dictated by the regular work **hours of** the week overtime is applied to.*

*Midnights:*

<i>6:30am to 10:30am</i>	<i>After</i>	<i>Holdover</i>
<i>6:30pm to 10:30pm</i>	<i>Before</i>	<i>Call in</i>

*Day shift:*

<i>2:30pm to 6:30pm</i>	<i>After</i>	<i>Hold Over</i>
<i>2:30am to 6:30am</i>	<i>Before</i>	<i>Call In</i>

*Afternoon **shift:***

<i>10:30pm to 2:30am</i>	<i>After</i>	<i>Hold Over</i>
<i>10:30am to 2:30pm</i>	<i>Before</i>	<i>Call In</i>

Openings that arise due to an employee notifying the company of **an** absence at least one half-hour prior **to** the **start** of the next shift will be offered as a hold over.

Call Ins are to be offered to the next shift.

Openings that arise due to an employee notifying the company of an absence outside of the one half-hour window will be offered to the next shift.

**It is** the Company's expectation that an employee accepting a call in must report within a timely manner, and they must **work** for the balance of the shift.

If you have a vacancy that you need filled **until** a call in arrives you may ask the midnight shift to stay until the off shift arrives.

*Section 7 - Production Overtime Procedure - TWO (2) shift Operation*

*Employees will be given the option **of** working the first or second **(4)**hours **of** the next shift.*

*The Company will have the option to fill the next available **(4)**hours*

### Maximum Hours to be worked

It is the expectation that no employee exceed a total of *twelve (12) cumulative* hours worked within a twenty four (24) hour period.

The above guidelines are subject to change.

- 16.03 **An** employee accepting an overtime assignment shall be paid at the rate of the job which is to be performed in overtime, regardless of their normal rate of pay during regular hours.
- 16.04 An employee working overtime shall be paid the applicable shift premium for any hours worked.
- 16.05 In instances where an employee takes part of his or her additional vacation and is required to work on the same day, the vacation hours will be counted as time worked for purposes of overtime pay calculation.
- 16.06 Failure to report will result in the employee forfeiting the next two (2) Hold Over or Call In opportunities that he/she would have been eligible for.

## **ARTICLE 17 REPORTING IN PAY**

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

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

## **ARTICLE 18 CALL IN PAY**

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

## **ARTICLE 19 REST PERIODS AND WASH UP**

- 19.01 (a) A ten (10) minute rest period for all employees shall be scheduled each half shift.
- (b) There will be a ten (10) minute rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least ~~two~~ (2) hours, a ten (10) minute paid rest period at the end of two (2) hours providing the overtime extends beyond such two (2) hours, and twenty (20) minute paid lunch period four (4) hours after the commencement of such overtime, provided the overtime is in excess of four (4) hours. Irrespective of the foregoing if employees are scheduled to work overtime in conjunction with the G.M. assembly line the plant will follow the G.M. plant schedule of rest periods.
- (c) In lieu of the five (5) minute wash up period at the end of the regular shift, the employee shall take such wash up period at the conclusion of their overtime assignment.
- (d) When three (3) shift operations are in effect em-

employees may be scheduled to work an eight (8) hour shift with rest periods as above and a twenty minute paid lunch period, on their respective lines.

- 19.02 (a) A five (5) minute paid wash up period for all employees will be scheduled immediately before the lunch period and immediately before quitting time.
- (b) No employee shall wash up or line up at the time clock prior to the five (5) minute signal, however, an employee may punch their time card and leave the plant at any time within the normal five (5) minute wash up period.
- (c) An employee who quits work before the completion of their shift shall not be allowed the wash up period prior to punching out.

## **ARTICLE 20 VACATIONS**

- 20.01 Employees who have completed less than one (1) year of service as of June 30, of the year preceding the vacation year will receive vacation pay of four percent **(4%)** of their total earnings to the date and shall be granted a minimum of one (1) day for each month of service, to a maximum of five (5) working days for vacation purposes.
- 20.02 The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation is determined by their length of service as of June 30 each vacation year.
- 20.03 No employee shall receive less vacation pay than that to which they would be entitled under existing law at the time such vacation pay is payable.

20.04 The vacation year shall begin on July 1, and end on the following June 30.

20.05 Each employee who completed one (1) year or more of service as of June 30 will receive vacation pay and shall be granted leave of absence for vacation purposes, in accordance with the following schedule:

1 year and less than 3 years	2 weeks	4%
3 years and less than 5 years	2 weeks	5%
5 years and less than 10 years	3 weeks	6%
10 years and over	4 weeks	8%
15 years and over	4 weeks	9%

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

Should an employee in any of the above categories who has worked a minimum of 1,000 hours and experienced, during the vacation year, a layoff in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings or a stated number of hours pay as provided below:

- (a) Eighty (80) hours
- (b) One hundred (100) hours
- (c) One hundred-twenty (120) hours
- (d) One hundred-sixty (160) hours

20.06 The Company reserves the right to schedule vacations either individually, or in groups, during the pe-



- riod July 1 through June 30. Preference will be given to the employees having the greatest seniority.
- 20.07 An employee who has earned a vacation under the terms of this article and is terminated, or quits from active employment on or after July 1, shall receive any unpaid vacation allowance due to them. Vacation shall not be accumulated year to year.
- 20.08 When an employee has worked sufficient time to draw vacation pay and/or vacation bonus and dies, the surviving spouse, children, or estate shall be entitled to his/her vacation pay and/or vacation bonus.
- 20.09 The Company will post the annual vacation shutdown by May 1. Employee Request Forms will be handed out by May 1, and will be returned by May 15. Employees will be notified by June 2, whether or not the vacation time can be granted as requested. If the Company does not respond the vacation request will be automatically granted. Every effort will be made to grant the employee's request, considering the needs of production and giving preference by seniority. Any slip not returned by May 15, will be given last preference regardless of seniority.
- 20.10 Vacation allowance shall be computed as follows:
- Total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending June 30, prior to the vacation year. It is understood that as long as GM Oshawa schedules its vacation shutdown the first two (2) weeks of July vacation pays will be calculated from June 16 to June 15 each year. Once the customer changes to a later shutdown the Company will recalculate the vacation pays to pick up the last two (2) weeks of June in such calculation. Vacation pays will be made available the last pay period prior to the annual vacation shutdown.

Employees may opt to receive their vacation pay at the time of their scheduled vacation when requested on the employee request form.

- 20.11 Effective July 1, 1997 there will be an additional forty (40) hours of paid vacation each year for all employees (sixty (60) hours effective July 1, 1999) with at least one (1) year of service. The additional vacation time must be scheduled in minimum eight (8) hour increments, which may be taken consecutively. The employee must make his/her request in writing to their supervisor five (5) days prior to the time requested. This time limit may be waived by the supervisor in special cases. The request will be granted provided it does not cause a production problem. In the event more than one (1) employee requests time and all requests cannot be granted, seniority will prevail.

The employee will receive payment on their normal pay cheque.

Effective July 1, 2000 an additional four (4) hours of vacation time will be added for eligible employees. (Total additional vacation time will be sixty four (64) hours).

Effective July 1, 2001 an additional four (4) hours of vacation time will be added for eligible employees. (Total additional vacation time will be sixty eight (68) hours).

Effective July 1, 2002 an additional four (4) hours of vacation time will be added for eligible employees. (Total additional vacation time will be seventy two (72) hours).

***Effective July 1, 2006 an additional eight (8) hours of vacation time will be added for eligible employ-***

*ees (5 years of service). (Total additional vacation time will be eighty (80) hours).*

In the event the additional vacation hours or part of the additional vacation hours are not used by June 30 of the following year the employee will receive payment at their rate of pay including COLA at that time. At least *fifty-six (56)* hours of the *eighty (80)* hours effective *July 1, 2006* must be taken prior to June 30th each year.

New employees hired after January 1, 2000 will not be eligible for any of the additional vacation provisions of this contract until they have completed five (5) years of service

- 20.12 An employee who has satisfactory medical evidence that they were hospitalised, or were otherwise disabled to a similar extent, preventing them from taking or continuing their scheduled vacation, shall be eligible for weekly indemnity benefits and may reschedule that portion of their vacation disrupted by the disability. The time of the postponed vacation shall be mutually agreed between the employee and the Company.
- 20.13 A vacation bonus of one thousand (\$1000) dollars will be paid each year of the agreement to employees who have worked a minimum of 1000 hours and are eligible for vacation in the prior vacation year during the month of December (by December 15). 1st payment December 15, *2005*, 2nd payment December 15, *2006*, final payment December 15, *2007*). Employees will have the option to have the bonus transferred to an RRSP of their choice, subject to the rules of Revenue Canada.

For the purpose of calculating the 1000 hours paid holidays, jury duty, bereavement leave, Union leave,

vacation *time* and hours absent while on Workers Compensation shall be considered as hours worked.

**An** employee who has worked less than 1000 hours during the prior vacation year will receive a pro-rated bonus based on a reduction of five (5) percent for each fifty (50) hours or fraction thereof by which the employee failed to meet 1000 hours worked.

## ARTICLE 21 HOLIDAYS

21.01 Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

	2005	2006	2007	2008
New Years Holiday		Jan 2	Jan 1	Jan 1
Good Friday		Apr 14	Apr 6	Mar 21
Day After Easter		Apr 17	Apr 9	Mar 24
Friday before Victoria Day		May 19	May 18	May 16
Victoria Day		May 22	May 21	May 19
Friday before Canada Day		June 30	June 29	June 27
Friday before Labour Day		Sept 1	Aug 31	Aug 29
Labour Day		Sept 4	Sept 3	Sept 1
Friday before Thanksgiving		Oct 6	Oct 5	As per GM
Thanksgiving		Oct 9	Oct 8	As per GM
Christmas Holiday Period	Dec 26	Dec 25	Dec 24	
	Dec 27	Dec 26	Dec 25	
	Dec 28	Dec 27	Dec 26	
	Dec 29	Dec 28	Dec 27	
	Dec 30	Dec 29	Dec 28	
			Dec 31	

All holidays after Labour Day 2008 shall be as per GM Oshawa

21.02 All seniority employees on the payroll as of the date of such holiday will be paid as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit their holiday pay if

They are absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless they are excused in writing by the Company. However, an employee shall not lose more than the pay for two (2) such holidays for any one occurrence. Lateness of up to four (4) hours will not be considered as failure to have worked the full scheduled shift. For the purposes of the clause, full scheduled shift shall mean that scheduled for the plant excluding premium days. However, an employee scheduled to work overtime and who actually works the overtime on the day following their full scheduled shift prior to the holiday shall not be disqualified if they didn't work the full scheduled shift.

- 21.03 (a) Employees laid off in a reduction of the work force during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday provided that they would otherwise qualify and provided they work their last scheduled work day. Employees with the necessary seniority who have been laid off in a reduction of the work force in the month of December will be considered eligible to receive pay for the holidays assigned to the Christmas period of that respective year in accordance with the schedule contained in Section 21.01 of this Article.
- (b) Any seniority employee absent from work due to illness or injury which is covered by Weekly Indemnity or Workers compensation shall receive the difference between what they are receiving and the holiday(s) pay that they would normally receive on an eight (8) hour shift and provided they have worked in the last twelve (12) months.

**An** employee scheduled to return to work on a holiday(s) from sick leave who doesn't qualify for Weekly Indemnity or Workers Compensation for such day shall receive their normal holiday pay.

- 21.04 When a holiday, specified above, falls within **an** eligible employee's approved vacation period, and they are absent from work during their regular scheduled work week because of such vacation, they shall receive an extra day off for each holiday and they shall be paid for such holiday.
- 21.05 Employees requested to work on a specific holiday and accept work but fail to report for and perform such work, and their absence is not for **a** reasonable cause, shall not receive holiday pay under this holiday pay section.
- 21.06 When an employee is on layoff, sick leave or an approved leave of absence and returns to work following the holiday, but during the week in which the holiday falls they shall be eligible for pay for that holiday.
- 21.07 When a holiday falls on Saturday or Sunday employees shall have days off per customer schedule.

## **ARTICLE 22 WORK ASSIGNMENTS**

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

- 22.02 Should a dispute arise concerning a job assignment it shall be investigated by the Company and the Union without undue delay. A Union Health and Safety Representative and/or Committeepersons, and/or Ergonomics consultant will be involved in the investigation. The Company will provide copies of all relevant information required for such investigation upon request.
- 22.03 The employee must accept the job assignment and continue working until such investigation is completed. The employee will receive assistance if required until such time as the Company has thoroughly reviewed the complaint and has either altered the work assignment or determined that the work assignment meets the requirements of clause 22.01.
- 22.04 Should the matter remain in dispute the Union may grieve such beginning at Step Three of the grievance procedure.
- 22.05 The Union shall have the opportunity of bringing in representatives qualified in evaluating such job assignments.
- 22.06 When the Company intends to change or eliminate a classification or any function the Company will first review such with the Union. Changes are subject to 22.01 above.

### **ARTICLE 23 INSURANCE AND PENSIONS**

- 23.01 During the term of this agreement, the Company will provide group insurance and pensions for hourly rated employees (excluding probationary employees) in accordance with the following schedule of benefits. For details of the complete benefit plans reference should be made to the benefit booklet (Appendix E).

(1) (a) **Life Insurance**

Provide for life insurance of:

*\$44,500 effective January 1, 2006*

*\$45,000 effective January 1, 2007*

*\$45,500 effective January 1, 2008*

Provide for A.D.&D. of:

*\$39,500 effective January 1, 2006*

*\$40,000 effective January 1, 2007*

*\$40,500 effective January 1, 2008*

With premiums 100% paid by the Company-

Optional Life up to \$200,000 paid by the employee.

Additional optional coverage for dependants as follows:

(employee paid)

(i) \$45,000 spouse/\$18,000 child

(ii) \$50,000 spouse/\$20,000 child

(iii) \$55,000 spouse/\$22,000 child  
effective December 1, 2002

(b) Retiree Life Insurance: \$5,000.00 paid up life

(2) **Weekly Indemnity:**

Eligibility for payment: First day of accident, fifth calendar day of sickness, first day of hospitalisation including first day for surgical procedure as an out-patient. *first day for a female who seeks sanctuary at a Woman's Abuse Centre*, maximum thirty nine (39) weeks for any given accident or sickness. Premium 100% paid by the Company. Weekly benefit will be



66 2/3% of normal rate of pay including COLA times forty hours per week.

The Company will provide for Weekly Indemnity payments while W.C.B. claim is being processed, also provide for waiver for reimbursement when W.C.B. claim approved.

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

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

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

Develop and implement an Employment Insurance Carveout Plan along the guidelines of Kitchener and Windsor. See Letter #34.

3. **Long Term Disability:**

Provide for L.T.D. plan with monthly benefit of *January 1, 2006 \$2,000*

4. **Semi-Private Hospital Insurance:**

Company to pay 100% of premiums for **semi-private** hospital insurance upon completion of probationary period. The company will also pay **up** to a lifetime maximum of \$1,000 per person for the cost of private hospital room.

5. **Major Medical** equivalent to Green Shield Plan T-4. No deductible 100% coverage.

6. **Prescription Drug Plan:**

No change to the current plan except brand name drug will be substituted with a generic drug unless the physician specifically indicated “no substitution”, on the prescription.

Effective January 1, 2003:

- (a) Two dollar (\$2.00) deductible – Green Shield Plan effective March 1, 1994.
- (b) Nine dollar (\$9.00) cap on dispensing fees.
- (c) All Over The Counter (OTC) drugs eliminated.
- (d) All drugs that are currently covered under the LEAR Whitby plan (other than OTC's) shall continue to be covered. Any new drug shall be subject to the same review procedure for such drugs as is provided by GM-CAW Plan.

7. **Dental Plan:**

Green Shield, Basic Plan current O.D.A schedule, 100% paid benefit with the O.D.A. schedule adjusted each year.

- (a) Provide coverage for crowns and bridges

at 50% of eligible expenses to a maximum of **2,300.00** lifetime, effective **January 1, 2006**.

- (b) Increase orthodontic maximum to **\$2,500** lifetime effective **January 1, 2006**.
  - (c) Dental sealants to be covered for dependent children to age 14, effective Jan 1, 2003.
8. Definition of spouse to include a partner of the same sex.

9. **Pension Plan**

- (a) The following Regular Early Retirement provisions shall be added to 4.2 of the Plan:
  - i) Retirement at age 60 with 10 or more years of service. Under **this** provision the member will receive an unreduced pension.
- (b) The following Special Early Retirement provision shall be added to the Plan:
  - i) Retirement at the Company's option, if the Member has reached age 55 and has 10 or more years of service. In the event **of** retirement under **this** option the member shall receive an unreduced pension.
- (c) **A Supplement shall be payable to all members who retire under the early retirement provisions as outlined above. Such supplement shall be equal to \$18.00 per month per year of service to a maximum of \$540 (five hundred forty dollars) and shall be payable until age 65.**

- (d) The Basic benefit shall be applicable to all years of service and shall be equal to the following:

For members retiring after:

**January 1, 2006:** \$ 51.00 per month  
per year of service

**January 1, 2007:** \$ 53.00 per month  
per year of service

**January 1, 2008:** \$ 55.00 per month  
per year of service

For skilled trades members retiring after:

**January 1, 2006:** \$57.00 per month  
per year of service

**January 1, 2007:** \$60.00 per month  
per year of service

**January 1, 2008:** \$63.00 per month  
per year of service

- (e) Future credited service effective January 1, 1997 shall be provided for on the same basis as is contained in the CAW-LexKitchener Plant Pension Plan which shall include the provisions for service accrual while on layoff, WI, WCB and Union leave.
- (f) The Plan will be amended to provide for Survivors' benefits on the same basis as is currently in the "Kitchener Plan", i.e. a 60% survivor benefit for spouses of employees who have retired or who, on their date of death, were eligible to retire.
- (g) A Board of Administration shall be established, consisting of 3 Union member and 3 Company members. The duties, responsibilities and powers of the Board shall be

the same as that of the board pursuant to the “Kitchener Plan”.

- (h) Section 4.4 of the plan shall be amended to provide the members who are totally and permanently disabled prior to age 65 will be eligible to receive an unreduced pension, reduced by any LTD or WCB benefits that he/she might receive.
- (i) Any employee who has lost pension credits in the past will have the option to purchase those credits. This will be a one-time opportunity and credits must be paid for within 90 days of the cost being provided by the Company. The cost will be as established by the plan actuary using assumptions agreed to by the Union.
- (j) The plan will be amended to provide indexing of pensions for retirees and surviving spouses on the same basis as the LEAR Kitchener Plan.
- (k) The mandatory retirement age is sixty-five (65).

**10. Hearing Aid:**

Effective December 1, 2002 increase Hearing Aid benefit to \$750.00 for a hearing aid in any three (3) year period, up to \$1,500.00 if two hearing aids are required.

**11. Vision Care:**

Benefit to pay the following towards vision wear for employees and dependents every twenty-four (24) months.

Employees are eligible to use 2 cycles of reim-

~~Reimbursement for Vision Care maximum toward a~~  
once in a lifetime laser eye surgery procedure.

*Company will pay for Eye Exam once every two (2) years for eligible employees.*

*January 1, 2006 - \$230.00*

*Effective January 1, 2007 - \$235.00*

*Effective January 1, 2008 - \$240.00*

Dependent children will be eligible for a maximum benefit of

*\$105.00 in alternate years for prescription changes only, effective January 1, 2006*

*\$110 in alternate years for prescription changes only, effective January 1, 2007*

*\$115 in alternate years for prescription changes only, effective January 1, 2008*

12. Maximum benefit for Speech Pathologist **\$700.00** per year effective *January 1, 2006*.
13. For Psychologist services, initial visit payment of **\$65.00**, subsequent visits \$35.00 **and** annual maximum to **\$700.00** effective *January 1, 2006*.

*Up to \$500.00 lifetime may be applied to the assessment for children under the age of 14. Applied against annual max for year claimed.*

Counselling with a Master in Social Work qualifies for reimbursement in accordance with this section.

14. For the services of an Osteopath, Naturopath and a Podiatrist or Chiropractist, the annual maximum for each practitioner will be \$500.00. The payment for any initial portion not covered by OHIP will be paid to a maximum of \$15.00 per visit. Effective December 1, 2002.

For the services a Chiropractor, \$30.00 per visit to maximum of \$500.00 annually effective November 26, 2005.

15. For the services of an Acupuncturist, the annual maximum will be \$250.00. Effective March 1, 2000.

16. Medical Equipment

Addition of Insulin Pumps to a maximum of \$800.00 once every five (5) years.

17. Massage Therapy

\$25.00 per treatment to a maximum of twelve (12) treatments annually.

18. Prosthetic Devices

benefit to include hairpieces for individuals who have suffered hair loss due to radiation or chemotherapy treatment. Up to \$500.00 lifetime maximum.

benefit to include earmoulds for children who have tubes inserted in their ears.

19. **Retirement Coverage:**

Group Health benefit coverage (other than short and long term disability) will be applicable to retirees, their spouses and dependents. The individual is entitled to the benefits in effect at the time of retirement.

17. **Retiree Survivor Benefit:**

In the event of the death of the retiree, the benefits in force under this provision will continue *in effect for life or until* remarriage.

18. **Deceased Employee Survivor Benefit:**

In the event of the death of an active employee

whose spouse and/or dependents collect the Transition and Bridge benefit, Group Health benefit coverage (other than short **and** long term disability) will continue in force for a period of twenty-four (24) months or remarriage whichever comes first.

19. Tuition

Tuition for eligible dependents \$600.00 annually. To be eligible the individual must be in full-time attendance at a recognized post-secondary college or university.

- 23.02 Employees on layoff will continue to receive benefit coverage in 23.01 up to but not including the first day of the fourth month following the date of **layoff**. Employees so covered may continue benefit coverage for the duration of layoff (to a maximum of 12 months) by paying to the Company the prevailing group premium rates payable by the Company on the employee's behalf provided that the employee's payment is received by the Company no later than the 15th of each month in which premiums are due. Employees will be given the option to purchase one or both of the following benefit packages upon lay off. If employees decline the option to purchase, they will not be permitted to opt back in.

Package 1	Package 2
Drug	Major Medical
Dental	Life
	Vision

## ARTICLE 24 LEGAL SERVICES PLAN

The current legal service plan jointly administered as part of the C.A.W. legal services plan will continue to be funded at the rate of twelve cents per compensated hour. In addition



the Company will establish a contingency fund of twenty-five thousand dollars (\$25,000) so that in the event the fund is depleted the twenty-five thousand dollars (\$25,000) may be used to pay for legal services. The contingency fund cost will be recovered by the withholding of funding until the contingency money is recovered. The contingency fund will then be restored. This contingency funding will terminate September 30, 2000

If the costs exceed the amount in the contingency fund the parties will meet to discuss a resolution.

## **ARTICLE 25 SUPPLEMENTAL UNEMPLOYMENT BENEFIT**

- 25.01 Such plan will form Exhibit "B" of this agreement and will contain the contributions, benefits, terms and conditions per the Kitchener agreement and its amendments.
- 25.02 Severance pay plan
- (a) Will become operative in the event of:
    - (1) a full plant closure
    - (2) Employees with at least 5 years of service who are laid off in excess of 26 consecutive weeks.
  - (b) Employees will be eligible for benefits under the severance pay plan once they have exhausted their SUB entitlements
  - (c) Benefits under the plan will consist of a severance pay amount payable by the Company, and such amounts shall be determined in accordance with the employee's years of seniority as of the last day worked prior to the employee's layoff. The payment amount will be in accordance with the following table:

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

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

## **ARTICLE 26**

### **GENERAL**

- 26.01 Employees not in the bargaining unit, home workers, casual labourers or other employees of outside

contractors shall not perform any work which is recognised as work of the bargaining unit, except:

- (a) In **an** emergency;
- (b) In the instruction and training of employees;
- (c) In the development of products and preparation of samples;
- (d) **In** the development of the method of operation;
- (e) In the performance of work bargaining unit employees lack the skills to perform;
- (f) To meet required time limitation.

The above exceptions shall not be used to deprive any bargaining unit employee of work time.

The supervisor, when possible, will keep the appropriate **Union** representative informed of the nature of **such** work, prior to the work being performed.

#### 26.02 The pay period will be from Sunday to Saturday.

The Company agrees that employees will receive their pay cheques weekly on Thursday. In the case of third shift employees, pay cheques will be available Wednesday midnight. Afternoon shift pay cheques will be available for pick-up on Thursday between 1:00 p.m. and 3:00 p.m.

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

A pay shortage of less than sixty dollars (\$60.00) will be paid by the following pay day with an **attached** memo. Any deductions for overpayment shall be accompanied with a memo defining such.

#### 26.03 Team Leaders

A Team Leader leads a group of people in their de-

partment. They may be required to **perform** the regular duties of their normal classification and, in addition, may supply training **as** per Article 12.04 and assign **work** to the individuals in other classifications under Company direction.

An employee may only be a Team Leader in their Subdepartment on shift, and shall have no rights over and above the other employees in their regular classification or department. They will report directly to the Supervisor of the department **and** will not be involved with the hiring, separation **or** formal disciplinary procedures of the Company. In the event of **a** reduction, team leaders will exercise their seniority over the most junior employee(s) in their sub department seniority permitting. Team Leaders shall be subject to all terms of this Collective Agreement.

#### 26.04 Change of Address/Phone Number

The employee shall complete an employee request form, indicating a change **of** address and/or phone number, counter signed by his/her Supervisor. The employee must forward a copy to Human Resources within five (5) days.

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

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

#### 26.05 Union Introduction

The Company agrees, when a new employee is hired, the Chairperson will be notified. The Company will allow the employee's Union Representative to introduce him/her self to the new employee.

## 26.06 Employee Assistance

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

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

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

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

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

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

26.07 Hiring Rate

*New hires will receive 80% of base wage rate increased every 6 months in 5% increments over 24 months to Full Rate (excluding skilled trades).*

6.07 Appendices

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

**ARTICLE 27  
HEALTH AND SAFETY**

- 27.01
- (a) The Company recognises its obligations to provide a safe, healthful working environment for the employees.
  - (b) The Union recognises its obligation to co-operate in maintaining **and** improving a safe and healthful work environment.
  - (c) The parties agree to use their best efforts jointly

to achieve these objectives and to comply fully with existing health, safety and environmental legislation.

- (d) 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 in effect on September 1, 1995. If services become unavailable the parties will meet to come **up** with a remedy.
- (e) It is understood that when the term Health and Safety Committee is used that it shall mean the Union/Management Joint Health, Safety and Environment Committee.

27.02 The wearing of safety glasses is compulsory in areas designated by the Joint Health and Safety Committee.

The Company will bear the full cost of the first pair of such glasses including prescription lenses with eight (8) varieties of frames, where required, and the employees that require bifocal lenses shall have basic type of lenses.

In addition, the Company will assume the cost of replacement safety glasses only if they are damaged on the job or if a new prescription is required.

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

27.03 The Company will if required in accordance with Department of Labour and or the Joint Health and Safety Committee specifications, subsidise the pur-

chase of safety boots and shoes **by the** employees for one (1) pair per year to a maximum of eighty-five dollars (\$85.00). For those employees who are required to wear safety boots or shoes clause 27.04 shall be applicable.

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

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

- 27.05 The Union/Management Health and Safety Committee will be maintained during the life of this agreement. The Committee shall consist of six (6) members, three (3) of whom shall be appointed by the Company and three (3) of whom shall be appointed or elected by the Union. One (1) of the Union's Representatives shall be designed as the Union Co-chair and shall be retained on the day shift. The other two (2) Union Representatives will rotate and function as required. Should a third shift be established an additional Union Representative will be added to cover such shift.

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

On health and safety complaints, the on shift Union Health and Safety Representative will investigate with the affected employee and immediate supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the on shift



Union Representative requires assistance, he/she may request through the supervisor the presence of the Union Co-chair.

Following a failed attempt to reach a bilateral solution with a Management Certified Representative the Company recognises that a Certified Worker Representative will have the unilateral right to shutdown equipment in accordance with the Occupational Health and Safety Act.

The Union Health and Safety Representatives shall be allowed the opportunity to meet privately for one (1) hour twice a month, paid by the Company. Such meetings shall take place at a mutually convenient time and day.

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

- (a) Meet at least monthly at a mutually agreed time and date with Company Health and Safety Representatives to:
  - (1) Review health and safety conditions within the plant and make recommendations as deemed necessary and desirable, and
  - (2) Review, recommend, and participate in the development of plant safety education, information programs, and employee job related safety training programs.
- (b) Make monthly inspections of the plant with Company Health and Safety Representative(s) to assure there is a safe, healthful and sanitary working environment.
- (c) For purposes of making health and safety in-

spections, the National Union Health and Safety *Staff* Representative(s) will, with proper advance notice, have access to the plant and locations where members of the Union ~~are~~ employed, when accompanied by the Company Health and Safety Director or their designate.

- (d) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed *promptly* of accidents that did not result in serious injury but indicate a high potential for such.

For purposes **of** this article “serious injury” shall be interpreted to mean;

- I. Employee requires outside medical attention **as** a result of a workplace injury or illness.
  - II. Employee requires modified work as **a** result of a workplace injury or illness.
- (e) Promptly receive all accident reports and when a serious accident occurs the Supervisor and the on **shift** Union Health and Safety Representative will jointly conduct the initial interview with the employee.
  - (f) When a condition exists and tests are needed the Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide and air flow and will train the Union Health and Safety Representatives in their use. When the conditions of the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

When a potentially hazardous condition exists and testing is required to make a determination

regarding the existence of such hazard, the Company will, within practical limits make available the appropriate testing equipment upon request of the Joint Health and Safety Committee.

- (g) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.
- (h) The Company shall provide the Union Health and Safety Representatives with a private office. The office shall include a filing cabinet, desk, chairs and telephone. The Company will provide any software and data the Company has at its disposal related to health and safety and Workers' Compensation issues and/or production standards, including internet access to CCOHS to the Union Health and Safety Representatives. Any confidential data will not be released without proper authorization.

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

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

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

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

27.10 (a) **An** employee has the right to refuse hazardous work, which may harm the employee **or** any other person in the workplace.

- (b) When a worker exercises **his** or her right **to** refuse he or she shall notify the Supervisor who shall promptly notify the on shift Union **Health and Safety Representative** who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.

- (c) The Company shall ensure that no other worker is asked or permitted to perform the work **of** the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the on shift Union Health and Safety Representative.

- (d) **If** the Union Representative and the Supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.

- (e) No employee shall be discharged, penalised, coerced, intimidated **or** disciplined **for** acting in compliance with this Article.

- (f) For the employee who refuses work under this Article and all employees affected by the refusal and any direction under this Article there shall be no loss of pay, seniority or benefits during the period of refusal.

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

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

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

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

27.14 (a) If an employee is injured on the job, they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor. This shall also apply for time that an **employee** requires to be treated by the Company’s medical staff.

(b) If an employee is injured **in** the plant and the Company wishes to place him/her on a job with-

in their capabilities, ~~the~~ employee shall be paid their own rate or the rate of the job, whichever is the greater.

- (c) Employees returning from Workers' Compensation, while still partially disabled shall be paid as per (b) above except that when Workers' Compensation Board is still providing ~~the~~ employee with partial benefits, they shall receive the rate of the job.
- (d) If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant or to the employee's home.

It is further agreed that an employee will be paid for time lost due to subsequent treatments related **to** an occupational injury or illness when such treatments are arranged by a doctor or medical practitioner during their regular working hours. Employee will make every effort to schedule treatments in such a manner as to minimise time lost from work.

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

27.16 It is agreed that a Joint Ergonomics Sub Committee of the Health and Safety Committee will be established. There will be **an** equal number from the Union and an equal number from the Company. All members of the Joint Health and Safety Committee will receive appropriate training.

- (a) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the company shall hire a consultant. The Committee shall have input in such selection and shall be given the opportunity to be present during any investigation to ensure that the consultant selected is qualified to address the ergonomic concern.
  - (b) The Committee shall consider all issues pertaining to proper application of ergonomic principles.
- 27.17 Each year on April 28, at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.
- 27.18 It is agreed that a Joint Environment Sub Committee of the Health and Safety Committee will be established. There will be an equal number from the Union and an equal number from the Company, with a minimum of two (2) from each party. The representative(s) will come from the Health and Safety Committee. All members of the Joint Health and Safety Committee will receive appropriate training. Meetings shall be held on a quarterly basis.

## **ARTICLE 28 PLANT MOVEMENT**

- 28.01 Except where prohibited by law, whenever the Company transfers operations for any plant covered by **this** agreement to another plant owned, acquired or built by the Company, employees engaged in such operations or any employee laid **off** as a result of such transfer may, if they so desire, be transferred to the new plant or office with their full Company seniority including all the benefits provided for in this agreement.

- 28.02 Any employee declining such a transfer may accept a termination and be eligible to receive severance pay in accordance with the requirements of **Ontario** law.
- 28.03 An employee accepting a transfer will be paid a moving allowance provided:
- (a) The plant location is a least eighty (80) kilometres from the plant at which he/she last worked and he/she moves their residence as a result of such relocation, and;
  - (b) His/her application is received by the Company within **six** (6) months after commencing employment at the new plant.
- 28.04 The amount of the moving allowance will **be** as shown in the following table:

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

In the event an employee who **is** eligible to receive Relocation Allowance under these provisions **is** also eligible to receive a Relocation Allowance or its equivalent under any present or future governmental legislation, the amount of Relocation Allowance provided under **this** paragraph when added to the amount of Relocation Allowance provided by such legislation shall not exceed the amount of the Relocation Allowance the employee is eligible to receive under the provisions of **this** paragraph.



- 28.05 Only one relocation allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to these provisions.
- 28.06 In the event of a layoff which is expected to result in seniority employees being permanently laid off, such laid off employees who make application through the Company will be given due consideration of a seniority basis over other applicants who have not previously worked for the Company for job openings in other CAW represented Lear Corporation Canada plants. An employee hired under this provision shall retain recall rights per their collective agreement. They shall begin in their new plant as a seniority employee with their date of hire in the new plant being their seniority date. Their company-accumulated seniority will be recognised for eligibility purposes of vacation entitlements as provided in the new plant.
- 28.07 Any seniority employee may make application through the Company for possible future job openings as indicated in clause 28.06 above and the Company shall give due consideration to any such application. Any employee hired as per this clause shall retain seniority rights in this plant until such time as they have successfully completed their probationary period in the new plant.

## **ARTICLE 29 DURATION**

- 29.01 This agreement shall become effective on the **26<sup>th</sup> day of November, 2005** shall remain in full force and effect until midnight, **November 21, 2008** and unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.

**National Automobile,  
Aerospace, Transportation,  
& General Workers Union  
Of Canada (CAW)  
and its Local 222:**

Wayne McKay  
National Rep  
CAW

Sym Gill  
Director Pension & Benefits  
CAW

Chris Buckley  
President,  
Local 222

Ernie McKean  
Chairperson

Dave Palmer  
Committeeperson

Tom Kelly  
Committeeperson

Dave MacDonald  
Benefits Representative

Brad Lyons  
Chief Steward

Ken Benson  
Chief Steward

Scott Bateman  
Chief Steward

Scott Pearce  
Skilled Trades

Jeff Brackett  
Co-chair Health & Safety

**Lear Canada:**

Rick Van Heukelom  
Vice President  
Human Resources

Bud Holler  
Director of  
Employee Relations

Keith Lock  
Division Human  
Resources Manager

Mike Walkowski  
Plant Manager

Edward Broderick  
Human Resources  
Manager

Jeff Haley  
Business Unit  
Manager

Elaine Spiece  
HR Specialist

## APPENDIX “A”

This Appendix “A” referred to in Article 26 and forming **part of** this agreement, made between Lear Corporation Canada (Whitby) and the National Automobile, Aerospace, Transportation and General Workers **Union** of Canada (CAW-Canada) and its Local 222, dated this *19th day of November, 2005*.

Departments Sub-Departments and Classifications will be identified as follows:

SUB Department	Department – Plant -1 Classification	Department – Plant – 2 Classification
Front Line	Assembler	Assembler
	Tracks	Tracks
	<b>FSB Build</b>	<b>FSB Build</b>
	Test & Inspect	Test & Inspect
	Departmental Utility Op. Absentee Replacement	Departmental Utility Op. Absentee Replacement
Rears	Assembler	Assembler
	Split Fold	Split Fold
	Cut & Sew	Cut & Sew
	Departmental Utility Op. Absentee Replacement	Departmental Utility Op. Absentee Replacement
Quality	Assembler	Assembler
	Auditor	Auditor
	Absentee Replacement	Absentee Replacement
Materials	Assembler	Assembler
	Fork Lift Truck	Fork Lift Truck
	Departmental Utility Op.	Departmental Utility Op.
	Absentee Replacement	Absentee Replacement
<b>GP12</b>	<b>GP12 Plt 1</b>	<b>GP12 Plt 2</b>
Facility	Janitor	
Skilled Trades	Electrician	
	Industrial Mechanic	
	Millwright Tool Repair	
<b>Bulk Trim</b>	Assembler	
	Lift Truck	
<b>Model Assurance</b>	Pilot	
	Scrap Recovery	

Wage increases:

	Effective 11/26/2005	Effective 11/26/2006	Effective 11/25/2007
Production	\$0.25	\$0.26	\$0.27
Trades	\$0.33	\$0.34	\$0.35

Wage Rates

Job Class Name:

	Effective 11/26/2005	Effective 11/26/2006	Effective 11/25/2007
Assembler	27.23	27.49	27.76
Split Fold	27.23	27.49	27.76
Cut & Sew	27.23	27.49	27.76
Tracks	27.23	27.49	27.76
<i>FSB Build</i>			
Test & Inspect			
Auditor	27.23	27.49	27.76
Janitor	27.23	27.49	27.76
Dept U/O	27.23	27.49	27.76
Fork Truck	27.23	27.49	27.76
Absentee Replacement	27.23	27.49	27.76
<i>GP12</i>	27.23	27.49	27.76

Skilled Trades

*Increased Skilled Trades Rates by an additional 40 cents, effective November 26, 2005.*

Electrician	35.30	35.64	35.99
Industrial Mechanic			
Millwright	35.30	35.64	35.99
Tool Repair	35.30	35.64	35.99

**Shift Premiums**

Starting on or after 2:00 pm 80 cents

Starting on or after 5:00 pm 95 cents

Starting on or after 7:00 pm \$1.10

Starting on or after 10:00 pm \$1.40

**Team Leaders:** Fifty cents (\$0.50) above the highest paid of group leading.

**Signing Bonus:** \$1,000 to be paid upon ratification of the collective agreement. *Signing bonus to all active (at work) seniority employees.*

**APPENDIX “B”**  
**COST-OF-LIVING ALLOWANCE**

*One dollar and thirty cents (\$1.30)* of the current Cost of Living of *One dollar and forty-three (\$1.43)* cents in effect at December 1, **2005** will be folded into the wages and the remaining *\$0.13* will remain as a float.

In computing the adjustment of COLA due in January, **2006** and after, a table will be constructed using the Index number equal to the September 1996 CPI published by Statistics Canada.

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

First adjustment effective January 15, **2006**.

There will be a \$0.02 diversion to cover the cost of benefits per quarter.

## **APPENDIX "C"**

### **SKILLED TRADES**

#### **SECTION 1**

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

- (a) Who presently holds a Journeyman's/Journeywoman's classification in a skilled trade occupation;
- (b) Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;
- (c) Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he/she claims Journeyman/Journeywoman designation and can provide satisfactory evidence of the same. A CAW/UAW Journeyman's/Journeywoman's Card will be accepted as proof;
- (d) Prior to an employee's starting date, the Company shall present to the Union documented proof of the respective trade that the new employee is applying for.
- (e) Employees presently as of December 31, 1996 working under a Skilled Trades classifications listed in Appendix "A" shall have their total bargaining unit seniority in such classification. Future employees entering a skilled trade classification shall have a date of entry seniority in such classification.

#### **SECTION 2 - REDUCTION OF SKILLED TRADES WORK FORCE**

Section 2 - Transfer, Layoff and Recall

There shall be no bumping between Skilled Trades and the rest of the bargaining unit except as follows:

- (a) Should a trades classification be permanently discon-

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

- (b) Should a Skilled Trades employee become medically unfit and unable to follow his/her trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he/she is capable of performing. In the event that an employee removed from a skilled trades classification is subsequently cleared, by medical examination, to return to such classification he/she may elect to exercise his/her total accumulated Skilled Trades seniority to return to such classification provided he/she exercises such election within fourteen (14) days of his/her receipt of medical clearance.
- (c) Layoff and Recall
  - (1) If employees are to be reduced from any skilled trades classification, such junior employee(s) will be laid off in order of their seniority from such classification.
  - (2) Recall shall be made in reverse order of layoff.
  - (3) Should a skilled trades employee possessing journeyman's/journeywoman/s qualifications in another trade as listed in Appendix "A" request a transfer, through job posting into another skilled trade classification he/she shall retain seniority in his/her former classification for thirty (30) calendar days, after which he/she will forfeit seniority rights in his/her former classification.
  - (4) There shall be a separate seniority list by basic trades or classification for skilled trades employees. Such lists shall be available every four months.

**(d) Skilled Trades Job Posting Procedure**

When a permanent vacancy exists within the Skilled



trades Group the position will be posted in accordance with Article 12 of the Collective Agreement.

In awarding the position the company will use the following selection criteria in sequence:

1. Skilled Trades Dept employees in the posted classification
2. Skilled Trades Dept employees with certification (as per App C section 1) in the posted position
3. Bargaining unit employees with certification (as per App C section 1) in the posted position

***The Company and the Union have agreed once the posting procedure is completed that all subsequent vacancies will be canvassed by seniority.***

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

The Company agrees to arrange with a Tool Supplier for the purchase of tools required in the performance of a trade for each Skilled Trades employee. The Company further agrees to pay for a tool allowance annually **up to *six hundred dollars (\$600.00)***. Employees will be allowed to carry over to the next year any unused portion of the annual ***six hundred dollars (\$600.00)***.

***Company will provide Apprentices Year 1 tool allowance at beginning of probationary period. If Apprentice is unsuccessful the tool or allowance will be returned to the company.***

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

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

## **SECTION 4 - LEAD HANDS**

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

## **SECTION 5 - EDUCATION**

- (a) Where an employee desires to further their work knowledge in their particular Skilled Trade by taking courses related to their trade, the Company agrees to assist them with such training when they comply with the following procedure:
- (1) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course.
  - (2) Received the approval of the Human Resources Manager or their designate before proceeding to take such course.
  - (3) Satisfactorily completes such course.
- (b) Reimbursement for tuition and required text books will be made, by the Company up to **\$1,000.00 (one thousand dollars)** per calendar year, after the employee provides satisfactory evidence of successful completion of the course as follows:
- (c) Such courses must be taken during the employee's non-working hours. Employees working afternoon shift shall have time off from work to attend classes without pay. Approval under this clause will be for up to one (1) year with extensions if necessary, provided each section is successfully completed.

Successful completion of courses under this Clause will be recorded on the employee's personnel record.

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

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

## **SECTION 7 – CLOTHING**

The Company will provide cloth hand wipes upon request for all Skilled Trades employees. The Company also agrees to supply skilled trades employees their choice of coveralls or shirts and pants. Ten (10) sets of clothing per employee will be supplied.

The company agrees to purchase one (1) outside coat for each employee in the skilled trades department and to clean these coats once (1) per year.

*The company agrees to the replacement of outside coats every three years.*

*The company will subsidize the purchase of Safety Boots and/or shoes in the amount of \$120 annually.*

## **SECTION 8 – VACATIONS**

Employees in the Skilled Trades shall schedule their annual vacations at mutually convenient times by June 2 each year. Requests for vacation during the annual vacation shut-

down will be granted. Should the Company not require such employee(s) during the annual vacation shutdown and they have previously scheduled their vacation at some other time then they shall not be **required** to take vacation time during the shutdown period.

## **SECTION 9 - SUB-CONTRACTING SKILLED TRADES**

- (a) Work normally and historically performed by bargaining unit employees will not be performed by outside contractors, if the Company has the manpower, skills, equipment, and facilities to do such work.
- (b) No bargaining unit employee(s) with the present skill and ability shall be **laid off** while work belonging to the Company is being performed by outside contractors, providing such work can be performed by such employee(s).
- (c) When sub-contracting involves work in the plant, the employees in comparable classifications within the bargaining unit or those bargaining unit employees who work with employees of outside contractors shall be scheduled to work at least the same number of hours **as** those worked by the outside contractor's employees. When sub-contractors are involved with the installation of new equipment bargaining unit employees in comparable classifications shall be assigned to assist or observe in the installation or alterations. If a bargaining unit employee notices flaws or problems with such equipment he/she shall report same to his/her Supervisor.
- (d) The Company agrees there shall be meaningful discussion between the Company and the Union prior to soliciting bids and prior to any job being sub-contracted out. If the Company finds it necessary to contract out

skilled trades work which could be performed by its own employees, the Company will notify the Union in advance of such work being performed and the Company will describe the general nature and scope, including estimated trades and manpower involved, approximate dates within which the work is to be performed and why the service of outside contractor(s) is being contemplated at such time.

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

- (e) The Company agrees that during the bidding process for major installation work and construction projects, unionized suppliers will be selected provided they are competitive for price, delivery and quality.

## **SECTION 10 – APPRENTICESHIP PROGRAM**

The Company and the Union agree to continue the CAW Apprenticeship program during the life of this agreement.

*Department Seniority will accumulate at the rate of time served to a maximum of four years while the employee serves his/her apprenticeship.*

## **SECTION 11 – LINES OF DEMARCATION IN THE SKILLED TRADES**

It is agreed that each skilled trade has a work content and priority area as established by practice. Such practice will be continued during the life of this agreement. If the situation should necessitate a change in this practice the parties will confer. Where disputes have been resolved pertaining to normal duties and responsibilities in the skilled trades area, they will be recorded and used in the future as guidelines for

resolving any future disputes of the same or similar nature.

It is understood that a temporary assignment of work to another skilled trade will not form a priority area of work content of the trade to which it has been assigned.

## **SECTION 12 - WEEKEND MAINTENANCE WORKERS**

### 1. Hours of Work

One (1) shift of twelve (12) hours on each of Saturday and Sunday.

Three (3) fifteen (15) minute breaks.

Lunch (1) (20) minute paid lunch period.

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

### 2. Pay

Saturday will be paid at the rate of time and one-half their regular hourly rate for each hour worked.

Sunday will be paid at the rate of double time their regular hourly rate for each hour worked.

Pay equals base rate plus C.O.L.A.

***The third shift premium of \$1.40 per hour will be paid for hours worked on both weekend worker shifts.***

### 3. Weekend Vacancies

To be filled by posting according to Article 12. It is understood that maintenance vacancies on normal shift schedule must be filled prior to vacancies on weekend schedule. Clause 12.06 reference to 15 working days will be the equivalent of three weekends.

4. Vacation and Vacation Pay

One (1) weekend (24 hours) vacation to equal one week of vacation.

5. Holidays

A weekend not worked is equivalent to five (5) days or forty (40) hours. Any balance of negotiated holidays will be paid based on eight (8) hours at the normal base rate per holiday. It is not the intent that weekend maintenance workers receive more holiday pay than regular scheduled workers.

Should regular scheduled maintenance workers be unavailable for work on paid holidays, the next opportunity will be offered to weekend maintenance workers. If there are still insufficient volunteers, the Company and the Union will meet to find a mutually agreed way of providing coverage.

6. Pension Plan

Hours calculated as hours paid.

7. Jury Duty

If pay is lost due to jury duty, the Company will make up the lost pay as outlined in this Agreement.

8. Bereavement

In the case of bereavement covered by the collective agreement, if any day of weekend work falls between the date of death and the date of the funeral the Company will pay the normal rate for the Saturday and/or Sunday involved.

9. Union Representation

The Union will appoint a Union Representative from the regular weekend maintenance crew.

## 10. Weekly Indemnity

Accident – one half the present weekly benefit for each twelve (12) hour shift missed.

Sickness – the same as above except benefits payable after second twelve (12) hour shift missed.

## 11. Probation

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

## 12. 10.07 (e) change “3 consecutive working days” to “2 Consecutive working days”.

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

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

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

14.01 (Leaves of absence notice) change 5 working days to 2 working days.

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

## 13. 20.13 (d) 80 hours or two weekends equals 1 month.

## 14. Overtime

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



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

#### 15. Implementation

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

### **SECTION 13 – SKILLED TRADES TOOL INSURANCE**

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

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

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

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

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

### **SECTION 14 – MAINTENANCE DEPARTMENT PROJECTS AND OUTSIDE CONTRACTOR ACTIVITY**

In order for the Company and the Union to comply with the intent of the Collective Agreement as it pertains to Non-

Maintenance Projects and Outside Contractor activity, such work will be reviewed on a regular basis at a meeting between Management and the plant Skilled Trades Representative.

Meetings will take place as often as necessary but not less than once per month.

The agenda for the meetings will include a summary of planned projects for the immediate future.

The management representative and the skilled trades representative will make joint recommendations. The scope of recommendations will include use of internal skilled trades employees to perform the work, provided such work can be completed in a cost effective timely manner using presently available tools and equipment.

Final authority for approval of recommendations made will be the responsibility of the Facilities Engineering Manager, subject to the terms of this Agreement.

## **SECTION 15 – NEW TECHNOLOGY**

When new technology is introduced into the Whitby Plant the company will provide training to skilled trades personnel where appropriate. Such training will normally consist of instruction in the operation, maintenance, preventive maintenance and repair of the equipment, provided that such work falls within the accepted scope of the specific trade(s).

Following the installation of any new or equipment or process in the plant, the company will meet with representatives of the affected trades to allow them to participate in the evaluation of process capability and make recommendations to improve the operation of the equipment.

Where appropriate, the Company will arrange for skilled personnel to interact with suppliers during design and construction of new equipment.

## **SECTION 16 – MAINTENANCE DEPARTMENT WORK SHOP**

The Company agrees to meet with the Union to review the Maintenance Shop space and layout for the purpose of planning future needs. The Company will consider proposals for utilization of existing space and for expansion of shop space to provide a more effective maintenance service in the plant.

## **SECTION 17 – OVERTIME PROCEDURE (Maintenance Department)**

*Overtime Procedure – Maintenance Dept. Skilled Trades*

*Vacancies to be filled by overtime will be offered to other employees in the classification as follows:*

- 1. Employees in maintenance will each have their own individual time slot as dictated by the production time scheduled throughout the seven day week.*
- 2. Employee working any production coverage will be offered in 4 hour blocks at each shift surrounding the vacancy and the closest to their own time slot.*
- 3. In the event that the company cannot fill the vacancy the weekend workers will be offered to cover the remaining vacancy.*
- 4. All above overtime will be offered by rotation for each shift.*
- 5. Seniority employees will be offered first.*
- 6. If the Company is unable to fill a vacancy and has tried everyone in their classification, they may call from another classification*
- 7. The company will provide advance notice to employees of these vacancies when possible.*

*Weekend Worker Coverage*

8. *Vacancies to be filled **in** the weekend worker shift(s) schedules will be offered to employees in the appropriate classification.*
9. *The assignments will be offered **in** six (6) hour blocks to the employees working regular shifts by **rotation**.*

*Extended Warranty (NEW)*

*The parties agree that normal warranties excluded, the Company will not purchase extended warranties **from** outside vendors to perform work normally performed by the bargaining **unit**.*

## **APPENDIX "D"**

### **LETTERS OF UNDERSTANDING**

#### **NO. 1 – STUDENTS:**

During the course of negotiations the matter was discussed concerning the use of students for temporary work. The following will govern their status as employees.

Students shall not accumulate seniority **and** shall be considered as probationary employees.

In order to be eligible **for** employment the student must have completed at least one year of study at a recognized College or University and show proof **of** enrolment for the upcoming year.

Students will not be permitted to start work prior to April 15th nor are they eligible to work beyond Labour Day weekend.

Students will be allocated to work available **as** a result of scheduled Vacations and approved leaves of absence.

Students will not be used to fill daily absences resulting from S&A leave, WSIB leave and casual absences except when the sub departmental call in procedure has been exhausted.

Students may be used to fill **jobs** during the call in process prior to the time the called in employee reports for work.

Students may be used to fill jobs for the balance of a shift if the regular employee working an off shift leaves prior to the completion of the shift.

*Students to be used to provide coverage for training in WHMIS, Harassment, Safety and other programs agreed to between the parties.*

Students will receive **70%** of base rate stipulated in Wage Appendix "A" of this agreement.

Students shall only be eligible for daily overtime after all employees on shift who are willing and able to do the work have been requested to perform such overtime assignment.

For off shift opportunities qualified students shall only be eligible for O/T after **all** employees within their respective sub departments who are willing and able to do the work, have been requested to perform such O/T assignment.

No students will be hired until all laid off employees have been recalled to work.

Students may also work as TPT's. Any student working as a TPT will not be eligible for any benefits outlined in Letter 32.

## **NO. 2 - EMERGENCY PHONE CALLS AND INTENT TO ACCEPT OVERTIME:**

The company has arranged a dedicated paging system to be used in cases of genuine emergencies and in order to respond to overtime call ins. This will ensure that members of your family or other individuals who must contact you during working hours, are able to have a message delivered promptly. It will also allow employees wishing to accept overtime call in assignments the opportunity to contact the Company.

This is the procedure to follow:

Call in the absentee line. (905) 432-8222

Tell the operator that you need to have an emergency page forwarded to the plant OR you are returning a message regarding overtime call in.

Provide the call in service with the name of the person you wish to reach and a short message.

The message will be forwarded promptly to the employee or Supervisor conducting call ins who in turn will respond to the employee if the overtime assignment is still available.

*Only when there are unfilled requirements the Company will continue to check the following day for any outstanding calls responding to overtime. A Union Rep will be present when a response call is made.*

Please note that **this** service is for genuine emergencies and to notify the Company of intent to accept overtime only.

Please do not abuse the system.

**NO. 3 -  
COMPANY PRE-SCHEDULED  
WEEKEND OVERTIME (16.02 - Section 1)**

It has been agreed that every attempt will be made to offer pre-scheduled Saturday - Sunday weekend overtime opportunities in accordance with this section, provided, the Company has sufficient advance notice of such overtime requirement in order to pre-schedule in this manner.

**NO. 4. - UTILITY OPERATORS**

The Company agrees to establish a ratio of one (1) Utility Operator for twenty eight (28) active employees excluding the employees in the Skilled Trades and Utility Operator Classifications.

It is understood that the Utility Operator, in addition to clause 11.03, will give employees emergency relief when required.

**NO. 5 - RE: OUTSOURCING**

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

No bargaining unit employees with the present skill and ability shall be on layoff while work belonging to the Company

is being performed by outside contractors, providing such work can be competitively performed by such employees.

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

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

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

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

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

## **NO. 6 - FORK LIFT SAFETY TRAINING PROGRAM:**

During negotiations the Company and the Union discussed the issue of the Fork Lift Truck Safety Training Program.

The parties have agreed to continue the practice of providing such training to fork-lift drivers. Such training is to be jointly developed and delivered by the Joint Health and Safety Committee.



### **NO. 7 – TDI MONITOR:**

During negotiations the Company and the Union discussed the feasibility of a TDI Monitor being installed in the air intake unit at the plant.

It is the intent of the Company to evaluate this approach and implement it if this installation is economically reasonable, reflects sound engineering principles, and is feasible.

### **NO. 8 – CPR TRAINING:**

CPR training and Standard First Aid training shall be offered to employees on a voluntary basis paid by the Company on the employees' time.

### **NO. 9 – DRUG TESTING:**

The 1990 negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the effective implementation of the Employee Assistance and Substance Abuse **Program**.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area *is* still evolving and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These

laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public.

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

Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

#### **NO. 10 – FUTURE JOB CLASSIFICATIONS:**

During negotiations the Company and the Union discussed how to deal with potential future changes to job classifications and the structure of the plants.

It was recognized that possible changes during the life of the Agreement may result in the desirability or need to increase or decrease the number and title of classifications or to change the structure of the plants.

The Company and the Union agree that on the request of either party discussions will take place and every effort will be made to mutually agree on any additions or deletions to classifications and changes to the structure of the plants.

#### **NO. 11 – SURVEILLANCE POLICY:**

During the course of negotiations the parties discussed the Company policy regarding surveillance within the facility. Management agreed that it would continue to operate under the terms of the policy spelled out in the letter on this subject written by the Regional Plant Manager and dated November 1990.

#### **NO. 12 – INVENTORY:**

The Company will implement by rotation a separate call-in log.

### **NO. 13 - WHMIS:**

During negotiations the Company and Union discussed the issue of WHMIS training.

The parties have agreed to four (4) hours of training for employees who have not yet received WHMIS training, two (2) hours training to employees for annual update WHMIS training. Training to be jointly developed and delivered by the Joint Health and Safety committee, unless mutually agreed otherwise.

### **NO. 14 - GENERAL MOTORS THREE (3) SHIFT OPERATION**

In the event the General Motors Plant(s) moves to a three (3) shift operation, Lear Seating Corporation, Whitby Plant will install a three (3) shift operation consistent with the customer's needs. Discussion with the CAW Local committee will precede the announcement and installation of such shift.

The third shift will not be a rotating shift and will be subject to normal job postings. There may be limitations placed on movement to the third shift to avoid decimation of Shift 1 or 2. The specifics will be discussed with the committee.

### **NO. 15 - UNION REPRESENTATION- PLANT 2 OPERATION**

In the event Plant 2 is placed into substantial operation or there is a substantial increase in the bargaining unit population the Company agrees to discuss the appropriate Union representation with the CAW local committee at Whitby. In the event of a third shift operation the Company and the Union will meet to establish appropriate Union representation on such shift.

## **NO. 16 – PREVIOUS AGREEMENTS**

All agreements, oral or written, between the parties are hereby cancelled and this agreement shall constitute the only agreement between the parties with the exception of the agreed items in the memo dated *November 27, 2006*.

## **APPENDIX D – LETTER 17 (NEW)**

### **NO. 17 – NON-DISCRIMINATION/HARASSMENT**

#### **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. The Company expects all employees 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 **is** 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 a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, **car**-toons, 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 employ-

ee 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 Human Rights representative for the Company and 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.

### **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 Ltd. Canada employees are not considered harassment.

The Company agrees that the Union will also have the right to conduct an investigation and will have the right to interview all witnesses.

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

To ensure that all employees understand their rights and obligations under this letter the Company agrees to establish a joint committee consisting of two (2) members of management and two (2) employees appointed by the Union. At least one (1) member from each side will be female. The female Union representative will also act as the Woman's Advocate. The Company also agrees to provide three (3) days of training for Management and Union representatives and eight (8) hours training for all newly hired employees upon successful completion of the probationary period. Such training will be paid for by the Company including C.A.W. instructors, materials and costs.

## **VIOLENCE AGAINST WOMEN**

During the current negotiations the parties discussed the concern that women sometimes face the situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

## **WOMENS ADVOCATE**

As a result of discussions during the current negotiations, the parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home, workplace harassment or other such personal issues. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of women's advocate in the work place. The trained, appointed female advocate representative will meet with female members as required, discuss problems with them and refer them to the appropriate community agency when necessary.

The Company agrees to establish a confidential phone line that female employees can use to contact the women's advocate so that confidentiality can be maintained. The Woman's Advocate representative will participate in an annual train-

ing program. The Company will be responsible for wages. The Union will be responsible for per diem expenses.

A minute of silence will be observed in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. Should December 6, fall on a non-production day, the moment of silence will be observed on a day mutually agreed upon by the Union with the intent of having the least impact on plant operations. Flags will be flown at half-staff to **mark** this occasion.

#### **NO. 18 - LONG TERM LAID-OFF EMPLOYEE ASSISTANCE**

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

#### **NO. 19 - WSIB WAIVER FOR WEEKLY INDEMNITY**

During the course of negotiations the Company and Union discussed the problems concerning the waiver form, the procedures, securing the WSIB claim number and the elapsed time for claim payment of weekly indemnity. It was mutually agreed the Company and Union would meet for the purpose of discussing and resolving the problem to the mutual satisfaction of both parties.

#### **NO.20 - PHYSICIAN FEES**

The Company will not pay for physicians' fees for completion of the initial EI or insurance carrier medical forms.

Any additional medical evidence after the first submission being requested by the Company or the carrier will be paid by the Company, provided that the initial claim form has been completed as required.

#### **NO.21 – JOB IDENTIFICATION**

By February 15, 1997 and thereafter, all Bargaining Unit employees shall have recognized functions, unless otherwise precluded in the Collective Agreement. Subsequent to each new hiring, a new job posting will be created and posted. A 1:1 ratio will be strictly adhered to.

#### **NO. 22 – DISCIPLINARY ACTION**

The Company and the Union agree that all past and present Employee Discipline up to but not including suspensions, will be removed from the employee records upon signing of this Collective Agreement.

#### **NO. 23 – SKILLED TRADES JOB DESCRIPTIONS**

The company agrees to provide Job Descriptions to Skilled trades employees to be used as a guide in the interpretation of Lines of Demarcation referred to in Appendix “C” Section 10. These job descriptions are subject to periodic review and change as technology and processes change.

The Company agrees that changes in the Job Descriptions will only be made after meaningful discussion with the Union’s Skilled Trades Representative to review the need for such change.

#### **NO. 24 – MAINTENANCE DEPARTMENT WORK SHOP**

The Company agrees to meet with the Union to review the Maintenance Shop space and layout for the purpose of planning future needs. The Company will consider proposals



for utilization of existing space and for expansion of shop space to provide a more effective maintenance service in the plant.

**NO. 25 –  
VACATION BONUS ENTITLEMENT  
FOR TERMINATED EMPLOYEES**

The Company agrees that any employee who quits, is terminated, retires *or* dies on or after July 1 will be entitled to receive his/her earned vacation bonus payment (calculated as per Article 20.13) from the preceding vacation year. The employee will not be entitled to any pro-rated bonus for the current vacation year *except in cases of the retirement or death of an employee.*

**NO. 26 – TRANSITION AND BRIDGE BENEFIT**

In the event of the death of an employee with between 5 and 10 years of service a lump sum payment of \$6,000.00 (six thousand dollars) will be made to their surviving spouse or dependent children.

In the event of the death of an employee with more than 10 years of service a lump sum payment of \$10,000.00 (ten thousand dollars) will be made to their surviving spouse or dependent children.

**NO. 27 –  
PERMANENT PHYSICAL WORK RESTRICTIONS**

Procedure for employees with Permanent Physical Work Restrictions (Workers compensation Cases Only).

The employee will be placed in the modified work program and assigned to recognized work that falls within their restrictions.

If no such work exists (all positions within restrictions are

held by seniority employees) the employee will be assigned to other work within the **Modified Work Program**.

When any position with work requirements that fall within the employees restrictions is posted, the employees name will be entered into the posting process. If the employee is the senior applicant he/she will be placed in the position.

Before any sub/sub vacancy is offered to other employees, the position will be reviewed by the Company and the Union for suitability for employees with Permanent Physical Work Restrictions.

If the work content **is** suitable for a non-posted permanent restricted employee, that employee will be placed in ~~the~~ position.

The posting will not be chargeable as per the procedure for filling sub/sub job vacancies.

The five (5) day ability to report agreement between the Company and the Union will still be in effect.

## **NO. 28 – SIX SIGMA**

Six Sigma is a world wide **Lear** initiative and it is a critical part of the Company's ability to stay competitive and gain customer support. **All** participants of Six Sigma both Management and Union employees, will follow Six Sigma processes and procedures as defined by Lear Corporation.

Any changes to the procedures of the program which have a direct impact on hourly participants and the Union will first be communicated to the Union.

The Company agrees to provide and discuss a schedule of all Six Sigma projects with the Union.

## **APPENDIX D – LETTER 29 (NEW) LAYOUT CHANGE REVIEW**

The Company agrees to meet with the Union and affected workers prior to any significant layout changes. The purpose of such meetings will be to explain and discuss the nature of the changes and the impact they may have on the workforce.

In cases where a physical layout change results in significant changes to job content and/or method, the affected operators will be scheduled to attend a familiarization session to allow them an opportunity of working in the new layout. Employees other than the affected operators may be scheduled to participate in the review by mutual agreement with the Union.

## **LETTER NO. 30 – ERGONOMICS CONSULTANT**

The Company is committed to the continuation of the Joint Ergonomics Sub Committee. To that end the company will consult with the Union Health & Safety representatives prior to any change or interruption in service by the Consultant Ergonomist.

## **LETTER NO. 31 – HEAT STRESS**

*The company will adopt the Heat Stress policy that was published on June 2003. The policy covering this will be reviewed by the JHSC. The Company will implement the policy by May 1<sup>st</sup> of each year.*

## **NO. 32 (NEW)**

### **TEMPORARY PART-TIME EMPLOYEES:**

During the course of negotiations the matter was discussed concerning the use of temporary part-time (TPT) hiring for temporary work. The following will govern their status as employees:

1. When temporary part-time (TPT) employees are hired for temporary work, they shall not accumulate seniority and shall be considered as probationary employees (except for seniority employees recalled as per Article 13.04).
2. Temporary part-time (TPT) employees will receive 75% of base rate stipulated in Wage Appendix "A".
3. Laid off Seniority Employees electing to become TPT's will receive 100% of the rate stipulated in Wage Appendix "A" of this agreement
4. Overtime premium payment for all TPT employees will be in accordance with the Ontario Employment Standards Act.
5. Temporary part-time (TPT) employees will normally be scheduled to work Friday, Saturday, Sunday, Monday's and on special occasions that are mutually agreed to between Company and Union.
6. Seniority Employees on layoff status will be given first opportunity to become TPT's. Should employee decline opportunity, he/she will be given the opportunity a minimum of every three (3) months.
7. Laid off seniority employees who return as TPT's will be eligible for benefits excluding S&A, LTD, Short Work Week (SWW), will not accrue **SUB** credits until they return to full time employment.

Benefit coverage for all other eligible TPT employees will be as follows:

- Life insurance \$3,750
- AD&D \$1,875
- Basic drug and out-of-province

Benefits will commence on the first of the month following completion of four (4) shifts in any calendar

month and will discontinue at the end any month that they work less than four (4) shifts.

8. Temporary part-time (TPT) employees will be offered work by seniority
9. Temporary part-time (TPT) employees will pay Union dues
10. Temporary part-time (TPT) program excludes skilled trades positions

### **Temporary Part Time Program (TPT)**

*It is mutually agreed that the intent of the TPT program will not be used to eliminate full time employees.*

*It is a program that will allow approved leaves of absence(s) for employees, **in** addition to enhancing the company's ability **to** manage historically high absenteeism days.*

*The following will govern the manner **in** which TPT's are to be accessed and utilized in the facility.*

*The following will identify the days of the week for TPT usage:*

*Thursday 3<sup>rd</sup> shift, Friday 3<sup>rd</sup> shift and Sunday 3<sup>rd</sup> shift.*

*Fridays shifts 1 & 2, Saturday **shifts** 1 & 2, and Monday shifts 1 & 2*

*The Bargaining unit must be exhausted prior to the allocation of TPT's on scheduled premium days as defined by article(s) 16.01 (c) and 16.01 (d).*

*TPT's will be used to fill daily absence(s) resulting **from** casual, S/A and WSIB once the sub department holdover and call in procedure has been exhausted.*

*Seniority TPT's will be offered available work prior to non-seniority TPT's.*

*TPT's will be allocated to work available as a result of approved leaves of absence(s) once the Sub Department hold/over call in procedure has been exhausted.*

*TPT's shall only be eligible for daily overtime after all employees on shift who are qualified and available to do the work have been requested to perform such overtime assignment.*

*TPT's will only be able to train in emergency situations.*

*A/R's will not be transferred outside their Sub Department when TPT's are working within that Sub Department unless dictated by qualifications.*

## **LETTER OF UNDERSTANDING 33 - E.I. CARVEOUT**

During recent negotiations the Company and the Union discussed the importance of reducing and controlling of benefit costs.

In an effort to control Sickness and Accident benefit costs the parties have agreed to developing and implementing an E.I. carveout program to take effect February 1, 2003.

This program utilizes E.I. sick leave benefits to partially offset sickness and accident benefit levels.

Included in this program will be financial advancements without delay equal to the S&A benefit levels to employees until funds are received from E.I. and provisions that will protect employees who may not qualify for E.I. benefit levels due to their participation in the program. The intent of the program is that there would be no financial losses to participating employees.

## LETTER OF UNDERSTANDING 34 - ABSENTEE RELIEF

Employees classified as absentee relief operators (A/R's) will be assigned first to the open positions within their own Sub Department.

An open position may result from any of the following

- Absence due to illness or injury (S/A or WSIB)
- Casual absence
- Temporarily vacant job resulting from unfilled postings
- Vacation time (including additional vacation hrs)
- Authorized unpaid LOA'S
- Contractual paid LOA'S (bereavement, jury duty etc)

When A/R is assigned to cover an absence within his/her own Sub department he/she will normally remain in the assigned job until the regular operator returns to work or the job is posted under the terms of the collective agreement.

In the event that an A/R is not required in his/her own Sub Department, he/she may be transferred to another Sub department to fill an open position. The open position may be for any reasons stated above. This does not preclude the company from reassigning the A/R in the event that the skills he/she possesses are necessary for the efficient operation of the plant in another area.

When an A/R is transferred to an area or department, he/she will report to that department until there is a requirement in their home base or when an A/R becomes available in the Sub department he/she has been transferred to. Supervisors will report such transfers to the transferred A/R's union rep.

OT for A/R's

Daily: In the area you are working on any given day

Equalization: Home base area

Rotation: Home base area

*A/R's: Cannot achieve regular operator status outside their Sub Department.*

**LETTER OF UNDERSTANDING # 35 –  
EARLY CALL IN PROCEDURE**

*The parties agree that the Early Call In Procedure will be handled in a manner that reflects the Memorandum of Agreement reached in settlement of grievance # 7116 – December 4, 2003.*



## MEMORANDUM OF AGREEMENT

The parties acknowledge that the matters set out in this memorandum are neither all inclusive nor complete, and that in recognition of a "Just-In-Time" operation, that mutual cooperation, flexibility and new solutions to meet the objectives of both parties will be necessary. It is the intention of both parties that the traditional application of seniority rights as provided in the agreement will be honoured. However, where and when such provisions are impractical to meet "Just-In-Time" delivery requirements, the parties will meet for the purpose of resolving operational problems that may not be apparent in the course of negotiations.

As one element of this, the Company and the Union agree to modify the normal layoff procedures by phasing in advance bumping and transfers. Such will take place when a particular model or department is being temporarily or permanently discontinued.

The purpose of this advance bumping will be to ensure there are fully trained employees to operate the remaining jobs.

The timing of such advance bumping will be established by mutual agreement and should the procedure not be completed by the date of the discontinuation the Company will have a reasonable period of time to finalize the bumping procedure.

# 2006

## JANUARY

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# 2007

## JANUARY

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## FEBRUARY

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## MARCH

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## APRIL

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29	30					

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

# 2008

## JANUARY

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

## FEBRUARY

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

## MARCH

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

## APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

# 2009

## JANUARY

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

## FEBRUARY

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

## MARCH

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

## APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

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