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May 1, 1989 - April 30, 1992

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



- and -

LEAR SIEGLER SEATING CORP,
AJAX PLANT, AJAX, ONTARIO



SOURCE	CO.
EFF.	890501
TERM.	920430
NO. OF EMPLOYEES	317
NOM. EMPLOYEES	25

COLLECTIVE
AGREEMENT



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Article 1
GENERAL PURPOSE

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

Article 2
RECOGNITION

2.01 The Company recognizes the Union as the bargaining agent of all its employees in Ajax, Ontario, save and except foremen and foreladies, persons above the rank of foreman and forelady, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.

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

Article 3
NON-DISCRIMINATION

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

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

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

Article 4

UNION SECURITY

4.01 During the term of this Agreement, all employees covered by this agreement shall, authorize the Company, on a form approved by the Company, to deduct from their first full pay an amount equal to two (2) hours pay representing the local's initiation fee paid to the local, all subsequent deductions after the employee has completed their probationary period will represent union dues. Monies so deducted shall be forwarded to the Greater Toronto Textile Joint Board together with a list indicating the employees from whose pay such deductions have been made.

Article 5

MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, retire, promote, demote, classify, direct, transfer, lay-off, discharge or otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;

- (c) Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing to determine the products to be manufactured, methods of manufacture, schedules of **work**, kinds and locations of machines and tools to be used, process of manufacturing; the engineering and designing of its products; the control of **materials** and parts to be incorporated in the products produced; to determine the number of personnel required from time to time; to make studies of and to institute changes in workloads, job assignments, wage payment methods and work payment rates, and **also** to determine the extension, limitation, curtailment or cessation of operations, and such other matters concerning the company's operation not otherwise specifically abridged elsewhere in the Agreement.
- (d) The Company agrees to exercise these **rights** fairly, in a manner consistent with the provisions of the Collective Agreement.

Article 6
UNION REPRESENTATION

6.01 The Company will recognize a Union Bargaining Committee consisting of a maximum of four **(4)** employees, one of whom shall be the President of the local, for the purpose of negotiating a Collective Agreement. The Company will also recognize a Grievance Committee consisting of a maximum of four **(4)** members of the Local Union Executive. The Employees of this committee shall also form the Grievance Committee for the purpose of Article 7 (Grievance Procedure and Arbitration).

6.02 The Union may appoint, and the Company **will** recognize, five **(5)** stewards for the purpose of processing grievances which might arise according to the grievance procedure as hereinafter agreed to. The appointment of, and recognition of, stewards **is**

conditional upon their being full-time employees of the Company with regular Company duties to perform. A steward may only absent himself from his regular duties for the purpose of investigating and negotiating grievances and with the permission of his foreman, and he shall report back to his foreman directly when resuming his regular duties. Stewards and members of the Grievance Committee who are absent from their regular duties for the purpose of investigating and negotiating grievances and who receive the permission of their foreman shall be paid at their regular straight time hourly rate for such absence. When the plant employment increases to the extent additional representation can be justified, the Company agrees to discuss the matter with the Union. Any additional representation will be by mutual agreement.

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

6.04 The Union shall notify the Company in writing of the names of the Union stewards and the department, or group of departments, each represents as well as the names of the Union Bargaining and Grievance Committees and of any changes in the personnel thereto.

Article 7

GRIEVANCE PROCEDURE AND ARBITRATION

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

Step 1

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

Step 2

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

Step 3

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

At the request of either the Union Grievance Committee or the Company, the steward and/or all necessary witnesses shall testify at the Third Step Grievance meeting.

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

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

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

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

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

Article 8
DISCHARGES

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

8.02 In discharge cases the Board of Arbitration shall have the authority to confirm the discharge, make the grievor whole, or effect any other arrangement which in the opinion of the Board of Arbitration is just and equitable.

Article 9
STRIKES AND LOCK-OUTS

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

Article 10
SENIORITY

10.01 (a) Until an employee has completed a probationary period of sixty (60) days worked, he shall be considered to be on a probationary basis, having no seniority rights, and his employment may be terminated by the Company without recourse to the grievance and arbitration procedures of this agreement. Upon satisfactory completion of the probationary period the employee's name will be placed on the master seniority list with seniority dating from the date the employee started with the Company.

(b) When **two (2)** or more employees attain seniority on the same date, they will be placed in alphabetical order on the master seniority list.

(c) When a permanent vacancy occurs, the job will be posted on ~~the~~ bulletin boards in the plant for a ~~period~~ of five **(5) working** days before being filled. During this period employees wishing to bid for the job, with no restriction across shifts, should make application ~~to~~ their foreman and if the job is filled ~~by~~ an employee already in the plant it shall be the employee with the highest seniority, skill, competence and efficiency being relatively equal. The successful applicant for a job posting shall be paid the rate of ~~the~~ vacant job on actual performance of the job. If the successful applicant previously performed the vacant job at the three (3) month rate he shall immediately receive the three (3) month rate. Permanent job postings shall state the job classifications, shift, rate of pay, date job is expected to be **filled**, and any other reasonable eligibility requirements to be met by the successful applicant. **All** relevant data relied on by the applicant must be stated fully by him on the application form provided by the Company. The Company will give written confirmation of its decision on permanent job postings within three (3) working days following the expiration of the above notice period. An employee is not permitted to post from one permanent job to another permanent job more than once in any consecutive six (6) month period.

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

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

10.02 An employee shall lose his seniority and his employment shall be terminated for any of the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee has been laid off and fails to return to work within five (5) working days after he has been notified by registered mail by the Company to do so, or fails to advise the Company within two (2) working *days* of receipt of notice of his intention to return.
- (d) All employees who are on layoff who are subject to recall rights under the provisions of the previous contract as of April 30, 1986 shall be subject to the terms of 10.02 (d) of the renewed agreement dated August 28, 1986.
 - 1. If employee with less than twelve (12) months seniority has been laid off for a period in excess of twelve (12) consecutive months without being recalled to work by the Company.
 - 2. If employee with more than twelve (12) months seniority has been laid off for a period in excess of twenty-four (24) months without being recalled to work by the Company.
- (e) If the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Company for such absence.
- (f) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.
- (g) If the employee retires.

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

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

In a layoff lasting more than two (2) working days, the employee in a layoff situation will bump an employee of lesser seniority in the same, lower or higher classification provided that the employee has previously performed the work available in a satisfactory manner.

(c) (a) In a layoff which is anticipated to last more than two (2) weeks, or redundancy of a job or department, and a senior displaced employee is unable to bump a less senior employee as on the seniority list provided he is physically able and capable of being trained in the classification which he is bumping into and will be given up to five (5) days to demonstrate whether continued training will qualify him for the job.

(b) In the event that he is not physically able and capable of being trained in the classification held by the most junior employee on the seniority list, he may request to move **up** the list to the next junior employee with less seniority than himself and holding a job which he is physically able and capable of being trained for and bump that employee.

(c) In the event that an employee with seniority does not qualify for any of the above, he shall be laid off and placed on the recall list.

(d) Employees shall be recalled in the order of their seniority when jobs become available, provided they have the ability to perform such work following a trial or training period of up to five (5) days. This period may be extended by mutual agreement. The employer shall give notice of recall by telephone or by registered mail to the last recorded address of the employee. The employee shall keep the employer advised at all times **of his** current address.

(e) No new employees will be hired while seniority employees are laid off, except where **specialized skills** are **required**, and are not available among those on layoff.

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

(f) If an employee's seniority has been transferred to another classification as a result of a reduction of forces or a recall from layoff, as covered under other provisions of the agreement, he may request to return to the last classification held wherein he previously held seniority upon a vacancy occurring providing he had the ability and is capable of doing the **work** available. Application shall be filed on Monday, and transfers shall be on the following Monday for such vacancy, the employees seniority will be transferred at the time the transfer takes place.

(g) Employees collecting Workers' Compensation will not be laid off during this period if a layoff takes place, and they would not have sufficient seniority to remain working. Upon medical approval to return to work, they will then be returned or laid off in accordance with their seniority.

10.04 Employees who are transferred from a job within the Bargaining Unit to a salaried position shall not accumulate seniority for any time spent outside the Bargaining Unit. In the event they are transferred back into the Bargaining Unit, they shall retain the seniority which they had at the time they first transferred from the Bargaining Unit. Benefits provided **by** the contract will be based on their seniority **from** their first day **of** hire.

10.05 It shall be the duty of employees to notify the Company promptly of any change of their address. **If** an employee should fail to do this the Company **will** not be responsible for failure or notice to reach the **employees**.

10.06 Seniority lists **shall** be revised every **six (6)** months, copies posted in the various departments, and a copy supplied to the Union.

10.07 Temporary transfers are movements of employees from one classification to another classification and/or one department to another department. The Company will have the right to choose from any classification and department. The senior employee in the classification selected will be given first opportunity, providing he is able to perform the work to be done, to accept any such transfer.

Employees transferred from original **job** because of shortage of work shall return to the job, if work is available.

Article 11

LEAVE OF ABSENCE

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

(b) Whenever possible employees will notify the Company and apply for personal leaves of absence in writing at least seven (7) days in advance of the date such leave would take effect. The Company will advise the employee of its answer in writing within two (2) working days.

11.02 The Company will grant leave of absence without pay for union business such as union conventions *or* conference, provided that the granting of the leave does not interfere with production and reasonable notice is given for the period requested. Such leave will be confined to a maximum of two (2) employees at one time for a total of fifteen (15) man days per year.

11.03 An employee will be granted up to three (3) days' leave of absence at his straight time hourly rate to make arrangements for and to attend the funeral or ceremony of the employee's mother, father, **spouse**, child, brother, sister, mother-in-law, father-in-law, grandparents, step-parents, stepchild, grandchild,

daughter-in-law, son-in-law, or the sister-in-law or brother-in-law of a current spouse. The employee upon request will be excused for these three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided written proof is submitted stating the employee has attended the actual funeral or ceremony.

Education Leave

11.04 The Company agrees to pay \$1,000.00 into a special fund for the purpose of providing paid education leave effective May 1, 1989. Paid education leave will be for the purpose of upgrading the employees skills in all aspects of Trade Union functions. Such monies to be paid on a yearly basis into a fund to be administered by the Local Union Executive Committee, and sent by the Company to the Local's Financial Secretary.

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

Article 12

HOURS OF WORK AND OVERTIME

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

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

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

Day Shift

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

Afternoon Shift

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

Midnight Shift

12:00 a.m. - 8:30 a.m.

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

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

12.03 (a) The working of overtime will be on a voluntary basis after a *minimum* of four (4) hours overtime has been worked by an employee during one (1) week. After the four (4) hours of mandatory overtime have been worked in a given week, and additional employees are required, management will first attempt to obtain volunteers. It is expected that employees **cooperate** when requested to work overtime. If there are insufficient volunteers, then the least senior qualified employees will be required to work up to the point that the Manpower requirement is satisfied. In all other instances where overtime work is required, the Company shall give at least four (4) hours notice where possible. Overtime work will be distributed equally among the employees who normally perform the work.

(b) Employees whose regular schedule does not include Saturdays or Sunday will be paid at time and one-half their straight time hourly rate for all hours worked on Saturday, and

double their straight time hourly rate for all hours worked on Sunday. Except that time and one-half will not be paid for any of the first eight (8) hours worked on an afternoon shift that starts on Friday and ends on Saturday and double time will not be paid for any of the first eight (8) hours worked on an afternoon shift which starts on Saturday and ends on Sunday.

12.04 A fifteen-minute rest period shall be provided during each half of a full shift worked.

12.05 Employees working on the afternoon shift receive a premium of forty (40) cents per hour worked, and employees working on the night shift shall receive a premium of forty-five (45) cents per hour worked.

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

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

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

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

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

**Article 13
HOLIDAYS**

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

	1989	1990	1991	1992
New Years Day	—	01-01-90	01-01-91	01-01-92
Good Friday	—	04-13-90	03-29-91	04-17-92
Friday Preceding Victoria Day	05-19-89	05-18-90	05-17-91	
Victoria Day	05-22-89	05-21-90	05-20-91	
Canada Day (Old Dominion Day)	07-03-89	07-02-90	07-01-91	
Civic Holiday	08-07-89	—	—	
Labour Day	09-04-89	09-03-90	09-02-91	
Thanksgiving	10-09-89	10-08-90	10-14-91	
Christmas Eve	12-28-89	12-24-90	12-24-91	
Christmas Day	12-25-89	12-25-90	12-25-91	
Boxing Day	12-26-89	12-26-90	12-26-91	
Floater	12-27-89	12-27-90	12-27-91	
Civic Holiday (Relocation to Christmas)	—	12-28-90	12-30-91	
New Years Eve	12-29-89	12-31-90	12-31-91	

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

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

13.03 In order to qualify for holiday pay an employee must have completed his probationary ~~period~~ and, in addition, he must have worked on the full scheduled work day prior to and on the full scheduled work day following such holiday, and on the holiday if ~~required~~ to do so by the Company. An employee who fails to work either of the qualifying days due to sickness (in which case a doctor's certificate verifying that the employee is unable to work, may be required) or layoff ~~will~~ receive holiday pay provided that he is at work during the week in which the holiday occurs.

Article 14 VACATIONS

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

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

14.03 Employees with two (2) years but less than six (6) years seniority as of June 30th shall receive two (2) weeks' vacation with vacation pay at 4% of their earnings during the fiscal year.

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

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

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

14.07 Employees with twenty-five **(25)** years or more seniority as of June 30th shall receive six **(6)** weeks vacation with vacation pay at **12%** of their earnings during the fiscal year.

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

Article 15

SAFETY AND HEALTH

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

The employer and employee shall comply with applicable federal, provincial and municipal health and safety legislation and regulation.

15.02 An employee suffering an injury arising out of and in the course of his employment who is required by the Company to

leave the premises will be paid at his regular straight time hourly rate to the end of his shift on the day of such injury.

15.03 The Company will, if required in accordance with the Ministry of Labour, subsidize the purchase of safety shoes or safety boots by the employees from a Company approved store or safety shoe truck. The Company will pay 100% to a maximum of fifty-five (55) dollars per employee in a calendar year to the following areas, tachi, E.M.B., lift truck drivers and maintenance dept. The Company shall also pay ten percent (10%) of the purchase cost of approved safety boots or shoes purchased by other employees who are not in the designated areas once in a calendar year.

Article 16
BULLETIN BOARDS

16.01 The Company agrees to provide the Union with bulletin board space for the posting of Union notices and other matters relating to Union activities of interest to its members, provided that prior to a notice being posted it receives the authorization of the Company.

Article 17
WAGES

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

Article 18
JOB CLASSIFICATION

18.01 Job classifications are set out in Schedule "A" of this agreement. They shall not be changed or deleted, nor shall the

jobs themselves be altered or amended significantly without consultation with the appropriate Union representative.

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

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

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

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

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

Article 19
WELFARE

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

(1) Life Insurance

Insurance in the amount of \$12,000 05-01-89, \$13,000 05-01-90, \$14,000 05-01-91 with 100% of the premium paid by the Company.

(2) Weekly indemnity

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

(3) O.H.I.P. and Supplementary Health Care

(Including Semi-Private Hospital Insurance) Premiums will be paid by the Company in accordance with the following schedule:

Service after 3 months — 100%

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

(4) Prescription Drug Plan

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

(5) Dental Plan

The Company will provide a Basic Dental Insurance Plan that provides for a \$50.00 per year deductible based on a 100% reimbursement for dental procedures based on the 1988 O.D.A. schedule effective May 1, 1989, the 1989 O.D.A. schedule 05-01-90 and the 1990 O.D.A. schedule 05-01-91.

(6) Pension Plan (Provincial Registration No. C011669)

Paid for by the Company for each year of service up to May 1, 1989 — \$4.50 per month.

May 1, 1988 - May 1, 1989 — \$7.25 per month

May 1, 1989 - May 1, 1990 — \$8.00 per month

May 1, 1990 - May 1, 1991 — \$8.75 per month

May 1, 1991 - May 1, 1992 — \$9.50 per month

The Company further agrees to make available through a financial institution a payroll deduction R.R.S.P. to enable employees to contribute on a voluntary basis;

(7) S.U.B. Benefits

Such plan will form Exhibit "A" of this Agreement. The plan will start funding during the first year of this agreement through a \$0.20 diversion from C.O.L.A. eligibility to receive such S.U.B. benefits would start with the second year of this agreement and further as defined in the S.U. Benefits agreement.

Article 20

UNION RIGHTS AND ACTIVITIES

20.01 The Company shall upon request provide the Union with the below listed items or information relating to the following matters for employees within the bargaining unit:

- (a) A list of employees, showing their names, addresses and classifications, ranked according to seniority.

- (b) Job postings, job awards promotions, demotions and transfers.
- (c) Hiring, discharges, suspensions, written warnings, resignations, retirements and deaths.
- (d) Job classifications and job rates.
- (e) Information relating to fringe benefits including pensions and welfare plans.

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

Article 21
GENERAL CONDITIONS

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

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

21.03 Employees working on the day shift shall be paid weekly on Friday, during working hours. Employees working on the afternoon and midnight shifts shall be paid on Thursday, during working hours, unless extenuating circumstances would prevent the Company from doing so. If a holiday falls on a Friday, afternoon and midnight shift employees paychecks will be made available Wednesday, during working hours and day shift

employees checks will be available Thursday, during working hours. A Local Union Executive will be notified of any deviations.

Article 22

DURATION OF AGREEMENT.

22.01 This agreement shall become effective on the 1st day of ~~May, 1989~~ and shall expire on the 30th day of ~~April, 1992~~. Between March 1st, 1992 and April 30th, 1992, either party may give notice to the other of its desire to amend the agreement and negotiations will commence at a mutually satisfactory date.

Dated at Ajax, Ontario this 30th day of March, 1989.

FOR THE COMPANY

M. Edwards, V.P., Human Resources
L. Rout, Manufacturing Manager
J. Negele, Vice President, Human Resources
E. Romanchuk, Human Resources Manager
B. Ott, Human Resources Director

FOR THE UNION:

Doris Belliveau
Jim Somes
James Carlton
Fred Ricci

GREATER TORONTO TEXTILE JOINT BOARD:

W. Charters, Business Agent
Pat Sullivan, Joint Board Manager

AMALGAMATED CLOTHING & TEXTILE WORKERS UNION:

John Alleruzzo, Canadian Director

SCHEDULE "A"

Job Classifications	Effective May 1, 1989	
	Start	3 Months
G-Van Front Seat Builder	\$11.57	\$12.85
G-Van Rear Seat Builder	11.57	12.85
Van Bed Builder	11.57	12.85
Jump Seat Builder	11.57	12.85
Mold Line Builder	11.57	12.85
F.I.P. Headrest Builder	11.57	12.85
Material Handler	11.57	12.85
Lift Truck/Shipping and Receiving	11.57	12.85
Inspection	11.57	12.85
C/K Front Seat Builder	11.57	12.85
Janitor	11.57	12.85
Repair Operator	—	13.20
Electronic Technician	15.62	17.35
Electrician	15.62	17.35
Millwright	15.62	17.35
Mechanic	15.62	17.35
Maintenance -- General	13.50	15.00
Team Leader -- .50 above classification		
Second Shift Premium -- .40		
Third Shift Premium -- .45		

SCHEDULE "A"

Job Classifications	Effective May 1, 1990	
	Start	3 Months
G-Van Front Seat Builder	12.00	13.35
G-Van Rear Seat Builder	12.00	13.35
Van Bed Builder	12.00	13.35
Jump Seat Builder	12.00	13.35
Mold Line Builder	12.00	13.35
F.I.P. Headrest Builder	12.00	13.35
Material Handler	12.00	13.35
Lift Truck/Shipping and Receiving	12.00	13.35
Inspection	12.00	13.35
C/K Front Seat Builder	12.00	13.35
Janitor	12.00	13.35
Repair Operator	—	13.70
Electronic Technician	16.00	17.85
Electrician	16.00	17.85
Millwright	16.00	17.85
Mechanic	16.00	17.85
Maintenance — General	13.95	15.50
Team Leader — .50 above classification		
Second Shift Premium — .40		
Third Shift Premium — .45		

SCHEDULE "A"

job Classifications	Effective May 1, 1991	
	Start	3 Months
G-Van Front Seat Builder	12.38	13.75
G-Van Back Seat Builder	12.38	13.75
Van Bed Builder	12.38	13.75
Jump Seat Builder	12.38	13.75
Mold Line Builder	12.38	13.75
F.I.P. Headrest Builder	12.38	13.75
Material Handler	12.38	13.75
Lift Truck/Shipping and Receiving	12.38	13.75
Inspection	12.38	13.75
C/K Front Seat Builder	12.38	13.75
Janitor	12.38	13.75
Repair Operator	—	14.10
Electronic Technician	16.43	18.25
Electrician	16.43	18.25
Millwright	16.43	18.25
Mechanic	16.43	18.25
Maintenance — General	14.31	15.90
Trim Leader — .50 above classification		
Second Shift Premium — .45		
Third Shift Premium — .50		

SIGNING BONUS

A one-time **lump** sum payment of \$500.00, less any applicable **taxes, will** be paid to all eligible bargaining unit employee effective on the regularly scheduled payday **during** the week of May 22nd, 1989. **In** order to be eligible to receive this payment an employee must have been hired prior to April 2nd, 1989, and still be an active bargaining unit employee effective May 1, 1989.

COST-OF-LIVING-ALLOWANCE

In computing the adjustment of Cost-Of-Living Allowance due in October, 1989 and after, a **table** will be constructed using the index number as published by Statistics Canada in **July, 1989**.

Starting with October 1, 1989 there will be a twenty cents (**0.20**) diversion to fund the S.U.B. program.

COLA will be established at a **rate** of 50¢ per hour effective after ratification. Other provisions regarding **COLA** will be as previously agreed.

APPENDIX "A"

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

During the calendar years 1989, 1990, 1991, the Cost-Of-Living allowance will be adjusted for fluctuations in the Consumer Price Index, published by Statistics Canada (1981 = 100).

Effective Date of Adjustment First Pay Period	Based on CPI Published in	Deviations to Yield in Cents
Beginning on or after		
Oct. 15, 1989-90-91	October	0.10
Jan. 16, 1990-91-92	January	0.10
April 15, 1990-91-92	April	0.10
July 15, 1990-91	July	0.10

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

LETTER OF UNDERSTANDING No. 1

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

LETTER OF UNDERSTANDING No. 2

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

LETTER OF UNDERSTANDING No. 3

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

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

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

LETTER OF UNDERSTANDING No. 4 LABOUR MANAGEMENT RELATIONS

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

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

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

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

**LETTER OF UNDERSTANDING No. 6
TECHNOLOGICAL CHANGE**

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

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

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

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

LETTER OF UNDERSTANDING No. 7

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

LETTER OF UNDERSTANDING No. 8

During the course of these negotiations the parties discussed the scheduling of overtime and the requirements of the customer for a just-in-time manufacturing system, high quality product, and responsiveness to their needs. The parties have recognized that in order to remain competitive, that a positive joint effort will be required in order to satisfy the expectations of our customer.

**LETTER OF UNDERSTANDING No. 9
SAFETY GLASSES**

During these current negotiations the subject of prescription safety glasses for employees was discussed at length. The Company has agreed to expand the number of frames available for employees to select from to a total of 10. In addition, if any employee wishes to select a frame type which would be an additional cost, arrangements will be made to allow the employee to pay the difference in cost.

**LETTER OF UNDERSTANDING No. 10
CREDIT UNION**

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

**LETTER OF UNDERSTANDING No. 11
STUDY GROUP**

During the course of negotiations the parties agreed to establish a study group to evaluate the feasibility and desirability of implementing some type of mutually agreeable profit-sharing, gain-sharing, or other Group Incentive Compensation Plan at some point in the future.

LETTER OF UNDERSTANDING No. 12

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