

**PROPOSED COLLECTIVE  
AGREEMENT**

**Between**

**LEAR CORPORATION**

**Ajax Plant**

**And**

**CAW/TCA  
CANADA**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS UNION  
OF CANADA**

**And its**

**LOCAL 1090**

**EFFECTIVE: January 1, 2010  
EXPIRING: April 30, 2014**

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**AGREEMENT**

This Agreement is made and entered into this **13<sup>th</sup> day of July 2009** by and between Lear Corporation Canada located in Ajax Ontario (designated as and referred to as the "Company") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1090, (hereinafter designated

as and referred to as the "Union"), through the duly authorized representatives of both parties.

## **General Purpose**

The purpose of this Agreement is to state the relationship that will exist between the two parties; establish the wages, hours and working conditions in the bargaining unit; provide for prompt and fair disposition of differences which may arise between the parties; all with the intent of promoting a spirit of respect, dignity and cooperative relations between the parties during the term of this Agreement.

## **Article 1 - Recognition**

### **Section 1: Employees Covered Under Agreement**

The Company recognizes the Union as the exclusive bargaining agent for all full-time and part time regular production and maintenance employees as outlined under Article 24 of this Agreement but excluding office, clerical employees, professional employees, security persons, salespersons, engineers, supervisors and individuals above the rank of supervisors for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment at the Ajax Plant.

## **Article 2 – Non-Discrimination**

### **Section 1: Non-Discrimination**

It is the policy of the Company and the Union that they will not discriminate against or harass anyone because of prohibited ground contrary to the Ontario Human Rights Code (the "Code") including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, by law, in but not limited to limited to hiring, transfer, promotion, compensation, demotion, layoff and termination.

Workplace 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. Both the Company the Union are committed to providing a workplace free of discrimination and harassment.

All employees are expected to treat others with courtesy and consideration and to discourage harassment. 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.

### **Section 2: Informal Complaint Investigation Procedure**

In the event a bargaining unit employee files an informal harassment complaint, such complaint will be investigated by the locally appointed union representative on shift and the Company Representative. Upon the completion of the investigation, the

Representatives will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the Plant Chairperson.

### **Article 3 - Management Rights**

#### **Section 1: Right to Manage Business**

The Company retains the exclusive right to manage its business, including the right to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the method of manufacturing, the schedule of production, the process of manufacturing or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured; to maintain order and efficiency in its plant and operations, to make improvements, and to time study operations and set standards of production using such time studies to hire, lay off, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

#### **Section 2: Sole Right to Discipline for Just Cause**

The Company retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of these rights it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

#### **Section 3: Shop Rules**

The Company shall have the right to establish shop rules and policies from time to time that are not inconsistent with the provisions of this Agreement. Such rules and policies will be prominently posted in the plant. Management will notify the Union at least forty-eight (48) hours before implementing changes in these rules or policies.

### **Article 4 - No Strikes, Stoppages or Lockout**

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

Any employee or employees, either individually or collectively, who shall cause or take part in any strike, work stoppage, interruption, slowdown or impeding of work during the life of this Agreement, may be disciplined or discharged by the Company.

### **Article 5 - Union Membership and Check off**

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.

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.

The Company will, upon completion of an authorization card, signed by an employee covered by this Agreement, for the duration of this Agreement, deduct during each pay period, the dues of such employees, and remit monies to the Financial Secretary of the Local Union of the National Union CAW-Canada by the tenth (10th) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.

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.

Initiation fees and the initial monthly dues of a new hire will be deducted from the first pay period following the employee having worked forty (40) hours upon completion of his probationary period.

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.

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

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

Deductions shall be made from the pay of any employee covered by Article 5.0 of this Agreement, as per the CAW Constitution.

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

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.

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.

Effective with the signing of this Agreement and as a condition of continued employment, all present employees who are or who later become members of the Union shall remain members. It is also agreed that any new employees shall upon completion of sixty (60) working days of service become and remain a member.

## **Article 6 - Representation**

### **Section 1: Grievance Committee and Bargaining Committee**

For the purpose of representation of grievances, there shall be a working Union Committee consisting of four members, whom shall be the Plant Chairperson, Committee Person first shift, Committee Person second shift and Benefits and Health & Safety Representative. Each Committee Person and the Benefits/H&S Representative shall rotate with their shift and be entitled to have an alternate to handle their duties in their absence. Committee Persons and Benefits/H&S Rep will perform representation functions eight (8) hours per week. The Plant Chairperson will represent the membership on a full time basis. The skilled trade's representative will represent the membership as required to a maximum of eight (8) hours per week. The names of the Union Committee and their alternates shall be certified, in writing, to the Company by the Union. In addition, the Plant Chairperson will be assigned to work on the day shift. The parties understand that if the need arises to revise this section as it pertains to the number of representatives, the parties will meet in an attempt to change this section by mutual agreement.

For the purpose of negotiations, the Bargaining Committee will consist of five members; the Plant Chairperson, the two (2) Committee Persons, a Benefits/H&S Rep and a working skilled trades steward.

### **Section 2: Union Representative Leaving Job for Union Business**

The Union Representative shall continue to work at his assigned job, at all times except when he must leave his job to investigate or process a grievance or perform other legitimate Union business. In carrying out the above activities, the Union Representative shall transact such business in a prompt manner. When it is necessary for a Union Representative to leave his assigned job as provided above, he shall first notify his Supervisor, explaining the reason for the request. Such request will be granted keeping in mind the need for production.

### **Section 3: Prompt Relief**

Company agrees to provide prompt relief for a Union representative from their job to conduct union representation responsibilities to the members.

### **Section 4: Bulletin Boards**

The Company will furnish a bulletin board for the Union in the same location as the Company's plant bulletin board. Such bulletin board will be under glass and such that the Union may lock it.

On this bulletin board the following information may be posted:

- A. Notice of union meeting.
- B. Notice of election results.
- C. Notice of recreational, education or social events.

D. All other notices of the Union.

None of the above shall contain derogatory or inflammatory language. The postings will be pre-reviewed by Human Resources to ensure compliance with the intent of this language. The Union agrees to indemnify the Company against any and all actions, charges, and claims resulting from material posted on this board.

### **Section 5: Union Supplies**

The Company will provide the union with an equipped office, desk, phone, internet, e-mail, and file cabinet for Union use.

### **Section 6: Union Responsibility**

The Union recognizes and assumes the responsibility imposed upon it as the exclusive bargaining representative of the employees covered by this Agreement.

The Union agrees that the employees covered by this Agreement individually and collectively should perform and render efficient work and service. The parties agree to strive for the common goal of a fair day's work for a fair day's pay.

## **Article 7 - Grievance Procedure**

### **Section 1: Disposition of Grievances**

Power of Settlement: The Plant Management shall have full authority to settle grievances; likewise, the Union will have full authority to settle, adjust or modify the grievance, up to and including withdrawing the grievance at any time.

### **Section 2: Grievance Meetings**

Grievance meetings between Management and the Union Committee, when necessary, will be held on dates and times by mutual agreement.

### **Section 3: Overtime During Grievance Meeting**

If a Committee Person is required for the purpose of attending grievance meetings prior to, or after, his scheduled shift, the time so spent in such meetings shall be considered as part of his scheduled work hours. Time worked in excess of his scheduled work hours, as defined above, shall be paid as overtime at one and one-half times his straight time hourly wage rate provided the Committee Person has worked forty (40) hours in the week.

### **Section 4: Company and Union Agreements**

It is mutually agreed and understood that any Agreement reached by the Company and the Union is binding and cannot be changed by an individual.

### **Section 5: Disputes**

Unless otherwise expressly provided in this Agreement, any and all disputes, including interpretations of contract provisions arising under, out of, in connection with, or in relation to this Collective Bargaining Agreement shall be subject to the grievance procedure of the Agreement.

### **Section 6: Grievance Steps**

### **Step 1**

Any employee who believes he has a grievance shall first discuss it with the Supervisor involved or at the employee's request the designated Committee Person and the Supervisor in an attempt to settle the matter. If the employee is not satisfied with the Supervisor's oral disposition of the complaint, he may request that the Supervisor send for the designated Committee Person for further discussion of the matter. Upon this request, the Supervisor will send for his designated Committee Person within thirty (30) minutes and without further discussion of the matter.

Any complaint not brought to the attention of the Company within five (5) working days of the alleged violation or five (5) working days from the time of the violation could reasonably have been known to the aggrieved, will not constitute the basis for a grievance.

If the complaint or grievance is still not resolved by the Committee Person, employee, and supervisor, a meeting will take place within (1) one working day with the General Supervisor.

If the complaint or grievance cannot be resolved through the above procedure, the grievance shall be reduced to writing on a form provided by the Company. It shall be dated and signed by the Committee Person and filed with the General Supervisor involved. The General Supervisor shall render his decision in writing to the Committee Person within two (2) working days.

### **Step 2**

If the grievance has not been resolved at Step 1 between the General Supervisor and the Committee Person, the full Union Committee may take the grievance to the next step of the procedure by referring it in writing within four (4) working days of the Company's last answer at Step 1. A meeting will then be scheduled with the Union Committee, the Human Resources Manager, and the Department Manager, who will attempt to resolve the grievance. Meetings will be held within one week from the date of referral and may from time to time be extended an additional week by the Human Resource Manager and/or Plant Chairperson. The Human Resource Manager will provide a written answer within four (4) working days.

### **Appeal Time Limits**

Any grievances in the above steps not answered or appealed within the time limits shall automatically be referred to the next step of the Grievance Procedure unless the time limit has been mutually extended by the Union and the Company in writing. Any grievances resolved at Steps one (1) or Steps (2) shall be without prejudice or precedent.

### **Step 3**

If the grievance is not resolved at Step 2, it may be appealed to this next step. Such appeal will be in writing and within four (4) working days from the Company's answer at



Step 2. Once a grievance has been appealed to Step 3, a meeting will be arranged within thirty (30) days from the Step 2 answer. The Step 3 meeting will be between the Plant Manager or the designee, the Human Resources Manager, and the Bargaining Committee, who will attempt to resolve the grievance.

Within five (5) working days after the Step 3 meeting, the Company will send its written decision on the grievances that were heard to the Plant Chairperson. The Plant Chairperson has five (5) working days from receipt of the above to appeal the grievance and/or grievances to a 3½ step meeting and to give written notice to the Company of its intention to arbitrate. If either party fails to adhere to the above time limits in terms of answering the Step 3 grievance, the following will apply: If it is the Company, the grievance is granted in favor of the Union. If it is the Union, the case is settled on the basis of the Company's last decision rendered, unless the time limits have been mutually extended by the Company and the National Union.

Prior to arbitration, the Union must appeal the grievance to a 3½ Step Meeting. A meeting will then be held within sixty (60) days from the Step 3 answer. The Step 3½ meeting will be scheduled between the National CAW Representative, Bargaining Committee, Plant Human Resource Manager, and a representative from the Corporate Labour Relations Staff. The Company will provide an answer within ten (10) calendar days of the meeting. Time limits may be extended by mutual agreement. If the answer given by the Company after the 3½ step meeting is unacceptable, the matter may be referred to arbitration. The parties may, after the 3½ meeting and by mutual agreement, refer the grievance to a mutually selected grievance commissioner. If that course is adopted both parties will bear equal cost for the commissioner.

## **Article 8 - Arbitration**

### **Section 1: Arbitration**

Failing a satisfactory settlement in the Step 3½ meeting 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 last reply. The Company and the union will select a panel of arbitrators that can be reviewed annually and amended. Each party will select four (4) arbitrators to the panel. Selection shall be by check off. An arbitrator may not be selected for a second case until all arbitrators from the panel list have been selected. 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.

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.

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

### **Section 2: Arbitrators Fee**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses, such as legal fees or investigative reports, shall be born by the party

incurring them. The decision of the arbitrator shall be final and binding on all parties to this Agreement.

### **Section 3: Power of Arbitrator**

The Arbitrator shall not be empowered to add to, subtract from, or change any of the terms of this Agreement, any supplements or additions thereto, nor be empowered to order back pay for a period longer than thirty (30) days prior to the date of submission of the written grievance. The Arbitrator shall have jurisdiction only to interpret, apply and determine compliance with the provisions of this Agreement and to modify the degree of discipline imposed by the Company, insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to them. The Arbitrator shall have no power to establish wage rates, work, or schedules. The Arbitrator shall have no power to substitute his discretion in cases where the Company is given sole discretion to act by this Agreement or any supplement or amendment thereto. In the event the Arbitrator decides they have no power to decide or rule on an issue, they shall so rule and the matter shall be referred back to the parties.

### **Section 4: Disciplinary Action Determined to be Inappropriate**

Disciplinary action determined to be inappropriate through the grievance procedure process will be removed from the employee's record. The implementation of any settlement provision will occur on the employee's next pay cheque keeping in mind the pay period cut off dates.

## **Article 9 - Disciplinary Action**

### **Section 1: Disciplinary Action**

In the event disciplinary action is taken, other than an oral warning, in connection with an employee, both the employee and the Union shall be given prompt written notice of such action. A union representative will be present during all interviews which could lead to discipline. In the event of disciplinary action, it shall be taken within five (5) working days of the alleged violation or within five (5) working days from the time the Company could reasonably have known the violation occurred.

### **Section 2: Suspension or Discharge**

The employee shall be permitted an interview with his Committee Person or Plant Chairperson before being requested to leave the plant, unless the situation warrants immediate removal from the premises. A grievance concerning a suspension or a discharge of a seniority employee may be presented verbally at Step 2 of the Grievance Procedure and if not satisfactorily settled, reduced to writing and referred to Step 3. In imposing discipline on a current charge, management will not take into account any prior infractions which occurred more than twelve (12) months previously.

## **Article 10 - Seniority**

### **Section 1: Acquiring Seniority**

Probationary employees shall be regarded as probationary until their names have been placed on the seniority list. There shall be no responsibility for the re-employment of a probationary employee if he is laid off or discharged during this period.

Employees may acquire seniority after sixty (60) working days in a period of six (6) continuous months in which event the employee's seniority will date back 60 days from the date seniority is acquired. If the employee is retained by the Company for full probationary period, the seniority of such employee shall commence with the employee's most recent date of employment.

When more than one (1) employee is hired on the same day, such employees will be entered on the seniority list. If necessary, when two (2) or more employees have the same seniority date, seniority will be determined by alphabetical order of the employees' last name. The status of their seniority shall not decrease or advance because of a name change.

## **Section 2: Loss of Seniority**

An employee shall be terminated and lose seniority and recall rights if:

1. The employee quits.
2. The employee is discharged and such discharge is not reversed through the grievance procedure.
3. The employee is absent for three (3) consecutive working days without notification to the Company, or without justifiable reason for his absence.
4. The employee fails to return to work from a layoff within three (3) days, without a justifiable reason, after the Company has notified the employee to return by registered mail sent to the last address furnished to the Company by the employee.
5. The employee fails to return to work at the expiration of a written leave of absence without justifiable reason.
6. The employee is laid off for a period equal to the seniority accumulated at the time of layoff or two (2) years, whichever is less.
7. The employee retires.
8. The employee dies.
9. Obtaining any type of leave of absence for the purpose of seeking employment or work elsewhere or any other falsified reasons, records or data.
10. Any falsification of employment related data found within an eighteen (18) month period subsequent to date of hire.

## **Section 3: Seniority List**

A seniority list shall be prepared by the Company each month showing seniority of each employee of each equalization group. A plant-wide seniority listing will also be prepared by the Company each month. A copy of each list shall be distributed to the Plant Chairperson and Committee Persons.

Within thirty days (30) after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company will provide to the Local Union the names, addresses and phone numbers of all bargaining unit employees. The

Local Union shall retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

#### **Section 4: Employees Transferred Outside Bargaining Unit**

Employees who are transferred or promoted by the Company to positions outside the Bargaining Unit and who are thereafter at the Company's discretion assigned by the Company back to the Bargaining Unit shall not accrue any seniority during the period of time spent outside of the bargaining unit. After sixty (60) working days, employees will lose all seniority if returned at the Company's discretion to the bargaining unit and they shall exercise their seniority over the most junior employee whose job they are able to perform in the plant. No employee may utilize the provision of this paragraph more than once.

#### **Section 5: Work Performed by Employees Outside the Bargaining Unit**

A. Supervisors or any employees outside of the Bargaining Unit shall not be permitted to do the work of any of the employees of the Bargaining Unit except in the following types of situations:

1. In emergencies when Union employees are not available to do the work, and employees are being canvassed.
2. In the instruction and training of employees.
3. Experimental work, prototype, diagnosis/problem solving, work sampling etc.

B. The Company, with notice to the Union and with a meaningful discussion, may utilize temporary employees to perform work normally performed by the Bargaining Unit for such issues as extra workload, absentee replacement, or vacation coverage provided no employees are on layoff. These temporary employees would be limited to no more than sixty (60) calendar days. It is clear that work not normally performed by the Bargaining Unit such as containment will not be covered by this limitation. Time limits may be extended by mutual agreement.

### **Article 11 - Modified Work**

The Union and Company agree to maintain and implement a modified work program. Three (3) jobs per shift will be allocated or defined as modified work jobs. These jobs will provide an ongoing and first opportunity for the purposes of accommodation. These jobs will not be subject to the job posting process and no employee shall have or acquire a seniority right to them.

#### **Section 1: Placement Process First Six Months**

When an employee returns to work or the Company receives notice from WSIB and the Company is furnished with permanent/temporary restriction(s) whereby the employee is requesting and the doctor is recommending modified accommodation be considered, the Company nurse and the Committee Person will review the jobs within the modified work program in an effort to place the employee.

Modified workers will be placed in these positions first on shift and then off shift such that a maximum number of accommodations in the plant can be achieved at any one time. Modified workers shall not hold or acquire a shift or job seniority ownership right to any job within the modified work program. Medical limitations and maximum total plant wide accommodation will guide all placement decisions

In the event the employee cannot be placed in one of the modified work program jobs, the Committee Person and the Company will convene regular meetings for the purpose of identifying other vacancies and value added work in the plant that could be recommended as suitable to accommodate or fully utilize the employee. A placement or assignment will be made in the plant provided the modified position fits within the worker's restrictions.

Other vacancies modified workers will also be utilized to fill include any temporary openings available on shift and off shift as a result of manpower shortages, vacation, contractual and non-contractual absences, medical leaves, and leaves of absence provided the positions are within the medical limitations the modified worker holds.

### **Section 2: Placement Process After Six Months**

Any seniority employee, who has been incapacitated at his/her regular work because of a work place injury or illness, may displace a lesser seniority employee in the plant, seniority permitting, on the job that he is capable of doing.

The following bumping procedure will apply:

The senior modified employee will bump the most junior employee (across all three shifts) who is performing a job the senior modified employee is able to perform. This process will continue until the senior modified employee has been placed or has exhausted his seniority or, the restrictions of the senior modified employee prevent him/her from performing a job consistent with his seniority. Any displaced employee from this process shall bump the junior employee in his classification on shift. This provision can also be executed prior to six months in cases of permanent WSIB Board recognized permanent impairments which prevent an employee from performing his pre-injury job.

If an employee cannot be accommodated at the completion of this process, the Company will make a determination on the next best course of action to adopt based on a review of all surrounding circumstances. The union and the employee will be informed of the Company decision at that time.

### **Section 3: Pre-Job Posting Evaluation**

Prior to any job being posted in the facility, employees on modified work and employees with permanent impairments will be reviewed to determine if they can perform the job. In these cases the most senior of these employees will be placed in the position. The posting will be suspended at the Company's discretion.

## **Article 12 - Union Committee Reductions**

### **Section 1: Union Committee & Elected Stewards**

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

- In cases where one (1) shift is eliminated the junior Committee Person will be eliminated.
- If there are less than one hundred (100) employees actively at work the Chairperson will remain in office on an as required basis and the two (2) Committee Persons will be reduced from the union and returned to full time work or be laid off.
- The plant Chairperson shall be the last employee laid off.
- The elected skilled trades Steward and the Committee Persons shall have preferential seniority on their respective shifts during their terms of office and shall be the last employees laid off on their shift(s) provided there is work available they are able to perform.

## **Section 2: Union Representation Work Hours**

The time spent by Committee Persons and the Benefits/H&S Rep on union representation functions shall be consistent with the following employees at work schedule:

Less than 250 employees	8 hours per week
251 to 350 employees	16 hours per week
351 to 500 employees	24 hours per week
Greater than 500 employees	full-time

## **Article 13 - Absentee Replacements**

### **Section 1: Absentee Replacements (A/R)**

A/R's will be utilized for all contractual and non-contractual absences including vacation, LOA's, medial leaves, casual absenteeism, emergency relief, steward coverage, housekeeping, ergonomic relief, employee's not reporting for work and other duties or reasons as assigned by the Company.

All Absentee Replacement (A/R) positions will be posted by shift. The Company will determine the number per shift. Any employee who does not hold a posted position will be deemed to be an Absentee Replacement.

In the event that there is a requirement to move an Absentee Replacement to another shift, the Company will canvass A/R's by seniority. If no volunteers accept the opportunity, the most junior employee must accept the reassignment and will remain there until an available A/R on that shift is freed up or the original employee returns, at which time he will revert back to their posted shift by seniority.

Absentee Replacement (A/R) employees will be entitled to overtime on the job he is performing and will be placed on the departmental (group) overtime rotation log.

## **Article 14 - Lead Hands and Launch Trainers (Master Builders)**

**Section 1: Lead Hands** A lead hand leads a group of people in his department and shall be appointed by the Company. He may be required to perform the regular duties of his normal classification and in addition, assigns work to the individuals in his department. An employee may only be a lead hand in his regular department and shall have no rights over and above the other employees in his regular classification or department. He will be placed in his normal rotation group for overtime purposes. He will report directly to the supervisor of the department and will not be involved with the hiring, separation or formal disciplinary procedures of the Company. Lead hands shall be subject to all terms of this Agreement.

### **Section 2: Designated Launch Trainers (Master Builders)**

A successful “new program launch” is critical to the success of the Lear Ajax Plant and all its employees. In an effort to ensure that success the Company and Union agree with the principle of utilizing “designated launch trainers” (Master Builders) to assist in the achievement of launch objectives. Such positions will be posted for gradually, as required, with an approximate total number between six (6) and ten (10) required to meet the launch training needs of both shifts. Employees posting for the launch trainer opportunities will not be exclusively selected based on seniority and there will be an appropriate skills component which will weigh quite heavily in the final selection process. Specific requirements for the launch trainers will be identified on the job posting and shall include “all duties as assigned”. The utilization of trainers is at the discretion of the Company and such roles based on previous experience are not expected to continue beyond a two (2) to three (3) month period following the achievement of meeting regular full production schedules. At some point designated launch trainers would be divided up and assigned to a specific shift as dictated by the launch planner.

## **Article 15 - TPT's & Summer Students**

### **Section: 1 TPT's**

In addition to the A/R coverage the Company and the Union recognize the need to provide for extra coverage for requested time off, program launches, run at rate builds and during the summer months. This extra coverage will be achieved through the implementation of Temporary Part-Time (TPT) and Summer Students programs. The Company, if required, will have direct access to TPT's for all contractual and non-contractual absences and overtime seven days per week when all A/R's on shift are fully utilized. However, TPT's can only work the number of hours as provided by employment standards to be defined as a “part time employee”. This exclusion shall not apply during the March Break week and the week preceding the Christmas holiday period. The following will govern their status as employees:

- When temporary part-time (TPT) employees are hired for temporary work, they shall not accumulate seniority or credited service and shall be considered as probationary employees.

- Temporary part-time (TPT) employees will not exceed twenty-four hours worked in a work week.
- Temporary part-time (TPT) employees will receive a base rate as provided in the Job Classification and Wage Rates Schedule of this Agreement.
- Overtime premium payments will be as those provided for in the Ontario Employment Standards Act for part-time employees.
- Employees on layoff status will be given first opportunity to become TPT's. Should the employee decline opportunity, he will be given the opportunity a minimum of every three (3) months.
- Laid off employees who return as TPT's will be ineligible for benefits and shall not accrue credited service until they return to full time employment.
- Temporary part-time (TPT) employees will be offered work by seniority.
- Temporary part-time (TPT) employees will pay Union dues.
- Temporary part-time (TPT) program excludes Skilled Trades positions.

## **Section 2: Summer Students**

The Company reserves the right to utilize summer students in the summer months. It is understood that summer students will not be used while employees are laid off. Summer students will not be eligible for any form of benefits or credited service beyond base pay.

## **Article 16 - Temporary Transfers**

Temporary transfers are movements of employees from one classification and/or department to another classification or department. The temporary transfer will last no longer than sixty (60) working days, unless extended by a mutual agreement of the Union and Company. The Company will have the right to choose from any classification and department. The senior employee in the classification selected will be given first opportunity, providing he is able to perform the work to be done. If the senior employee does not accept the temporary transfer the most junior employee will fulfil the transfer.

## **Article 17 - Mass or Tag Relief**

The Company retains to right to implement a relief program for the facility which could include, mass relief, tag relief or some limited combination of the two. In doing so, with consultation with the Union, the Company recognizes the need to ensure emergency relief is provided for without unreasonable delay. The Union recognizes that the Company will address any form of abuse of the relief program.

## **Article 18 - Layoff & Recall**



### **Section 1: Reduction in Department/Classification/Shift**

When the number of employees in a given department/classification or shift needs to be reduced, the employees with the least amount of seniority will be removed from the department/classification/shift and bump the junior employees in the plant provided they have the seniority to do so and they are capable of performing the work. Employees who have not completed their probationary period in the department/classification/shift would be laid off first. Employees reduced from their department/classification/shift will have recall rights in the reverse order they were laid off for a period of the length of their seniority or two (2) years which ever is less.

### **Section 2: Temporary Layoff**

Any layoff for less than four (4) consecutive weeks is defined as a temporary layoff. Reasons for temporary layoff could include: Customer's shutdowns, equipment breakdowns, material shortage, inventory, and other reasons of a similar nature. When a layoff is expected to last four (4) consecutive weeks or less, employees will be laid off by seniority department and shift. The period of a Temporary Lay-off may be extended by mutual agreement. Recall from temporary layoff will be by seniority with the most senior employees capable of performing the work being recalled first.

### **Section 3: Indefinite/Permanent Layoff**

When a layoff is expected to last longer than four (4) consecutive weeks, the least senior employees plant-wide, excluding maintenance, will be laid off first. When this occurs, it may be necessary to change the shifts of the remaining employees. These moves will be by department/classification, providing the employee is capable of performing the work in question.

### **Section 4: Recall from Permanent Layoff**

Recall from a permanent layoff will be by seniority with the most senior employee being recalled back to work first.

## **Article 19 - Job Postings**

If a permanent job vacancy exists, or a new job is created within a classification such an opening will be posted the plant bulletin boards for a period of three (3) working days. The posting will identify the following: Shift, Department, Classification and Job. Any employee successfully transferred through the job posting shall only be entitled to two (2) such transfers in any one (1) calendar year. A permanent job vacancy shall be awarded to the applicant with the greatest seniority, provided they are able to perform the work required. The Company will post on their bulletin boards all identified applicants by seniority within three (3) working days. The employee must be physically able to report to the posted job within ten (10) working days excluding jury duty and approved vacation from the date that the identified job applicants are posted on the Company bulletin boards. When any position with work requirements that fall within the employee's restrictions is posted, that employee will automatically be entered into the posting process. If the employee is the senior applicant he will be placed in the position.

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. In conjunction with the Collective Agreement, it is at the discretion of the Company after reviewing with the Union, how to fill any subsequent vacancies. However before the second subsequent vacancy is filled, the position will be reviewed by the company and the union for suitability for employees with permanent physical work restriction. Normal practice has been to fill the vacancy with the highest seniority person in the plant who holds no permanent position.

Should an employee decline a job posting prior to transfer, this will not be considered as a transfer for purposes of two (2) postings per calendar year provision. 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 twenty-one (21) working days of being accepted on a job posting unless mutually agreed otherwise.

The term "Temporary Position" refers to any position that is identified to be redundant within sixty (60) working days. In the event that the position continues beyond sixty (60) working days it will be subject to the normal procedure. If the position extends beyond sixty (60) working days but is still slated for reduction, the Company will add a disclaimer to the posting notice advising employees of their intention. This provision for Temporary Postings shall not apply to jobs created to provide ergo assistance.

## **Article 20 - Leave of Absence**

### **Section 1: Personal Leave of Absence**

A personal leave of absence without pay may be granted at the discretion of the Company to a seniority employee for reasons satisfactory to the Company for periods up to fourteen (14) calendar days. Upon good cause, the leave of absence may be extended for an additional fourteen (14) calendar day period, provided written applications is made to the Company prior to the expiration of the leave and approval in writing is granted. Seniority shall accumulate during such leave of absence. The Company agrees to provide written response to employee requests for personal leaves within five (5) working days (if time permits).

### **Section 2: Return Early From Leave**

Any employee who wishes to return to work prior to the authorized expiration date of personal leave must notify the Company and the Company will advise the employee of his return date in accordance with the Company's obligation to provided notice to the affected employee.

### **Section 3: Medical Leave of Absence**

An employee who is absent from work because of documented illness, injury, disability or pregnancy for a period in excess of five (5) working days shall be granted a Medical Leave of Absence for the period of documented continuing disability. An employee requesting a Medical Leave of Absence must provide documentation from his attending physician which states the date the disability began, the medical basis for the disability, and the expected date the employee can reasonably be expected to return to work.

The provision of this Medical Leave of Absence section of the Agreement does not determine whether or not an employee may be eligible to receive sickness and accident benefits. A Medical Leave of Absence may not exceed two (2) years or the length of the employee's seniority, whichever is less.

Leaves of absence will be available to seniority employees who qualify in accordance with the Employment Insurance Act, and/or Employment Standards Act.

Maternity Leave: Up to seventeen (17) weeks are available to the natural mother only.

Parental Leave: Up to thirty-five (35) weeks are available to the natural mother or father or may be shared among them.

Adoptive Leave: Up to thirty-seven (37) weeks.

Compassionate Leave: Up to eight (8) weeks.

One (1) day off with pay will be granted to an active employee on the birth of a child.

An employee returning after sick leave or after serious illness or accident must have a statement from the physician as to his fitness and nature of work, which he is able to perform.

The Company shall have the right to request an employee, either on Medical Leave of Absence or attempting to return from such leave, to submit to an examination by a Company physician. In the event there is disagreement between the employee's physician and the Company's physician as to his physical fitness, the matter shall be submitted to an impartial medical specialist/examiner in the field of medicine in which the point of controversy exists. The findings of the impartial specialist/examiner shall be binding upon the employee, Union and Company. The Company and the Union will select a panel of medical specialists that can be reviewed annually and amended (all must be a certified specialist in the specific area under review).

#### **Section 4: Occupational Work Related Injury (WSIB) Leave**

In the event an employee is injured in the plant and because of the nature of his injury is, in the opinion of the attending physician, unable to continue work of any kind after treatment, he will be paid at his regular rate of pay for all time lost during his regular shift on the day of injury. If required, the Company will supply and pay for transportation to the hospital, health professional or doctor's office and then back to the plant or to the employee's home. In the event the designated Company doctor indicates that the employee may not return to work and the employee's doctor indicates that the employee could return to work, or the reverse situation, the matter shall be submitted to an independent medical examination. The findings of the independent medical examination shall be binding upon the employee, Union and Company.

#### **Section 5: Probationary Employee and Occupational Work Related Injury (WSIB)**

In situations where an industrial injury Leave of Absence is granted to a probationary employee due to a work related injury, credit will be given toward accruing seniority as defined in Article 10 Seniority for the period of documented continued disability, except that the employee must return to work and complete the sixty (60) working day employment requirement in an adjusted six month period, if necessary, before they

actually acquire seniority. Once this requirement has been fulfilled, the seniority date will be adjusted as provided for in Article 10 Seniority.

### **Section 6: Bereavement**

When a death occurs in an employee's immediate family, (spouse, including common-law, parent, parent of a current spouse, child, brother, sister, step-brother, step-sister, step-parent, step-parent of a current spouse, step-child, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents of a current spouse, also brother-in-law, sister-in-law of a current spouse) 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 are actively at work and attend the actual funeral. An employee will be granted one (1) day compassionate leave of absence with pay in the event they are unable to attend the actual funeral because of travel. Such leave of absence shall be for immediate family (spouse, including common-law, parents, child, brother, sister, grandparents, and grandchild). An employee excused from work 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.

### **Section 7: Jury Duty**

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown or company witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which he reports for or performs jury duty, or as a witness and on which he otherwise would have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours on such days. This clause will also apply in the case of an employee who is working afternoon or night shift who has to report for jury duty or witness during non-scheduled working hours. Such employee will be granted their shift off with pay, the shift following or the shift prior to the day they report for jury duty or as a witness. In order to receive payment, an employee must give management prior notice that they have been summoned for jury duty or as a witness and must furnish satisfactory evidence that they report for, or performed jury duty, or appeared as a witness on the days for which they claim such payment.

### **Section 8: Military Leave**

Any Employee who is an active member of the Canadian Reserve Forces who volunteers for active, full-time duty or is mobilized by the Canadian Government, will be granted an unpaid leave of absence for the period of their full time service. During this leave benefits will continue and pension will continue to accrue. An employee returning to work will displace the junior employee in the bargaining unit providing he can perform the job.

### **Section 9: Union Leave**

The Company will grant a written leave of absence without pay for Union members to transact Union business away from the premises of the Company for conventions, conferences, and schools. Persons requesting this type of leave of absence must

submit such a request not less than one (1) week in advance of their attended absence, except that in cases beyond their reasonable control, only one working day notice need be given. No more than three (3) persons will be granted leave at any one time.

### **Section 10: Union Office and Public Office**

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of one (1) year with extension privileges to a maximum of three (3) years provided however, that such employee shall renew their leave of absence annually. Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence for a period of one (1) year with extension privileges, to a maximum of three (3) years provided however, that such employee shall renew their leave of absence annually.

### **Section 11: Paid Education Leave**

The Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, CAW and sent by the Company to CAW PEL Training Fund, 205 Placer Court, Willowdale, ON M2H 3H9. Employees, 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. No more than two (2) persons will be granted leave at any one time.

### **Section 12: Social Justice Fund**

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

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

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

### **Section 13: Employee Assistance**

In addition to the serious consequences to the individual, both the Company and Union recognize that substance abuse contributes to absenteeism, turnover and other disruptions of the work force. Furthermore, it can adversely affect safety, job performance, and employee moral. The Company recognizes the importance of a continuous co-operative effort between it's' management, Union Representatives and its' members in this regard. It is appropriate for the Company and the Union to review



In emergency situations (to ensure the production line is running immediately following the lunch period) skilled trades employees will be required to work and be paid for their lunch period with a twenty minute lunch period break following the completion of the emergency repairs.

## **Section 2: Normal Work Week**

The normal work week shall be considered forty (40) hours per week consisting of five (5), eight-hour days, Monday through Friday inclusive. The Company however retains the right to alter hours of work after notifying the Union. In the event that it becomes necessary or advantageous to go to a four, ten-hour day work week the Company and Union agree to implement such a shift schedule.

## **Article 22 – Overtime**

### **Section 1: Overtime Rate**

Time and one-half shall be paid for all hours worked, in excess of forty (40) hours in the week. Time and one half will be paid for all hours worked on Saturday provided forty (40) hours have been worked in the week. Double time will be paid for all hours worked on Sunday provided the employee has worked forty (40) hours in the week. Double time shall be paid for work done on recognized holidays in addition to holiday pay. This provision applies to all bargaining unit employees.

Holidays shall be considered as days worked for the purpose of computing overtime pay for hours worked. No employee shall be paid both daily and weekly overtime for the same hours worked. The provisions for time and one half for Saturday shall not apply to any afternoon shift which starts on Friday and ends on a Saturday, and provisions for double time on Sunday shall not apply to any afternoon shift which starts on Saturday and ends on Sunday. Provisions for double time on Sunday shall not apply to any midnight shift which starts on a Sunday and ends on Monday. There will be no pyramiding of overtime.

### **Section 2: Breaks and Lunch Periods**

There shall be a ten (10) minute paid break before lunch, a thirty minute unpaid lunch break approximately (5) hours into the shift, and a ten (10) minute paid break after lunch.

For the normal work week, overtime breaks shall be granted as follows. One ten minute break at the end of the regular shift if required to work a ten-hour shift, and a ten minute break every two hours thereafter.

### **Section 3: Daily Overtime**

- The first opportunity for daily overtime will be offered to employees on shift normally performing the work where the overtime is required (including all on shift absentee replacements).
- If necessary the opportunity will next be provided to qualified seniority employees on shift as identified on the shift specific departmental rotation log.

- Where it becomes necessary to go off shift employees in the overtime rotation group off shift will be provided the opportunity to work the overtime in accordance with the rotation schedule/log maintained for this purpose.

#### **Section 4: Voluntary Weekend and Holiday Overtime**

##### **1. Production**

- Overtime on Weekends and Holidays will be first distributed to employees normally performing the work (including all shift absentee replacements).
- If necessary the opportunity will next be provided to qualified seniority employees on shift as identified on the shift specific departmental rotation log.
- In the event additional employees are required qualified senior employees from the opposite shift seniority rotation group will be offered the opportunity consistent with the rotation log.

##### **2. Non Production (Plant Wide Clean up, etc.)**

- Overtime on weekends and Holidays will be distributed to senior qualified employees consistent with the master plant rotation listing.

#### **Section 5: Customer Scheduled Production (Required Overtime)**

- The Company retains the right to schedule overtime time to match the overtime scheduled by its customers and such overtime will be mandatory.
- The Company also retains the right to schedule other required non production required overtime consistent with the provisions of the employment standards act.

#### **Section 6: Overtime Related Parameters**

- “Qualified” for the purposes of being provided an overtime opportunity means that the employee is capable of performing the same duties as the employee normally performing the work both in quantity and quality of work without training.
- Probationary employees shall not be offered overtime until all qualified seniority employees on shift in the equalization group have been offered the overtime.
- Overtime required during the summer shut down period will be distributed to qualified employees utilizing the department rotation log.
- The remedy for failure to abide to the overtime provisions will be to offer the employee not afforded the overtime opportunity in error with the next available similarly defined opportunity.



## **Section 7: Required Overtime (Run at Rate, New Program Training and Launch)**

There are times where it is critical to have trained employees during new program launches, performing run at rate builds and related activities to ensure that quality and productivity standards are met. In light of this importance of a successful launch to all employees and the company the following overtime provisions will apply when training for new product builds and/or run at rate activities:

- When a customer scheduled run at rate takes place on a Saturday or Sunday those employees normally performing the required jobs on the affected shift will be scheduled to work.
- The Company will afford up to 10% of the workforce normally performing the required jobs to have the day off for pre-scheduled important family events. These vacancies will be filled by canvassing from the employees normally performing the work on the opposite shift.
- Where in the control of the Company every effort will be made to schedule run at rate events so that each shift will be equalized as far as these events are concerned.

## **Section 8: Program Launch Required Overtime**

- It is intent of the Company to schedule overtime on a voluntary basis whenever practical. However, if necessary, during the launch period the Company shall have the right to schedule overtime and require attendance for up to two (2) hours per day per shift on weekdays (Monday to Friday) plus an additional eight (8) hours per day on Saturday. The Company agrees to conduct a shift specific canvass for volunteers prior to mandating overtime under this provision.
- The launch period for the purposes of this provision is defined to begin once the full manning complement of both shifts are in place and ends three (3) months afterwards. The union will be notified when the three (3) month period begins and ends.

## **Section 9: Rules for Rotation Groups**

Overtime Rotation Groups

1. Front Line Assembly
  2. Rear Line Assembly
  3. Quality Auditor
  4. Material Forklift Operator
  5. Maintenance
- A. An employee transferring into an overtime rotation group will assume the position in the rotation log based on his seniority.
- B. An employee will be considered as qualified to perform the overtime work if he can perform the job with no more than routine instructions. It is not the intent of this section to require training on overtime.

C. Management will have the Union present when asking for overtime. When it is necessary to contact employee(s) via phone, the Company will make every effort to contact the Union.

The Company reserves the right to the implementation of a “sign up sheet” for the purposes of canvassing for weekend voluntary overtime. Sign up sheets would be located in each area. The purpose of the sign up sheets is to reduce the need for calls to employees. The union and the company will work together to ensure the success of the “voluntary overtime sign up sheet” program.

**Section 10: Overtime Rotation Lists**

Overtime rotation list lists will be made available and shall be updated on a weekly basis.

**Article 23: Report in Pay and Call In Pay**

**Section 1: Report in Pay**

An employee permitted to report for work at the start of their shift without having been previously notified that there is no work available, shall receive a minimum of four (4) hours report to work pay at his regular hourly rate; provided, however, this provision shall not apply in cases of power failure, fire, Acts of God, work stoppages, snow storms, labour disputes or any other conditions beyond the control of the Company. The Company shall have the right to avail itself of the service of any such employee for the four (4) hours or any part thereof, which the employee is entitled to receive pay.

If there is scheduled training for less than four hours, the Company may ask for volunteers to go home and be paid for time spent at the training. Employees will also be given the opportunity to work to a maximum of four hours.

The Company will notify those employees required to attend weekend training by the end of their shift on Thursday. If training is canceled after this point, Article 23 Section 1 shall apply.

**Section 2: Call In Pay**

If you have worked your scheduled hours and after having left the Company property you are called back for work, you will be paid a minimum of four (4) hours pay or the time worked, whichever is greater, at the appropriate overtime rate.

**Article 24 - Wages and Classification**

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
			May 1, 2012	May 1, 2013	
Front Line Assembler	\$ 19.00	\$ 19.00	\$19.25	\$19.50	
Lead Hand	\$ 19.50	\$ 19.50	\$19.75	\$20.00	
Rear Line Assembler	\$ 19.00	\$ 19.00	\$19.25	\$19.50	
Lead Hand	\$ 19.50	\$ 19.50	\$19.75	\$20.00	

Maintenance Electrician	\$32.00	\$32.00	\$32.25	\$32.50	
Plant Millwright	\$32.00	\$32.00	\$32.25	\$32.50	
Quality Auditor	\$19.00	\$19.00	\$19.25	\$19.50	
Material Forklift Operator	\$19.00	\$19.00	\$19.25	\$19.50	
Absentee Relief Plant Wide	\$19.00	\$19.00	\$19.25	\$19.50	
* New Hires	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00
* Seniority TPT's	\$15.00	\$15.00	\$15.25	\$15.50	
* Non Seniority TPT'S	\$12.00	\$12.00	\$12.25	\$12.50	
* Summer Students	\$12.00	\$12.00	\$12.25	\$12.50	
* Committee Persons	\$20.00 per hour when performing representation duties \$0.25 increase May 1, 2012 and \$0.25 increase May 1, 2013				
* Plant Chairperson	\$21.00 per hour \$0.25 increase May 1, 2012 and \$0.25 increase May 1, 2013				
* Skilled Trades representative : applicable skilled trades' rate per hour					
* Not a job classification					

## Article 25 – Vacation

### Section 1: Vacation Year

The vacation year will extend from July 1 to June 30. If during a vacation year an employee's seniority graduates them to the next level of vacation eligibility (per the schedule in Section 2) the employee will be eligible to take the additional week of vacation in the current vacation year.

### Section 2: Schedule

Less than one year	Time accrues at the rate of 1 day per full month: maximum 10 days or 4%
One Year to 10 Years	10 Days
11 Years to 15 Years	15 Days
+15 Years	20 Days

### Section 3: Vacation Rate of Pay

Vacation pay will be paid to eligible employees at the employees' current rate of pay. Vacation pay shall be given on the last scheduled payday prior to his scheduled vacation in a separate pay cheque.

### Section 4: Vacation Pay Eligibility

To be eligible for **full** vacation pay, an employee must be on the payroll as of June 30 of the eligibility year and worked at least 1,500 hours during the eligibility year.

Employees who work less than 1500 hours:

Any employee who has less than 1500 worked hours will be paid vacation consistent with the following schedule:

Less than 10 years	4%
Greater than 10 years	6%

Any employee, who voluntarily leaves the Company or is terminated prior to June 30 of the eligibility year, will not be eligible for vacation pay exceeding ESA. An employee placed on layoff will receive pro rated vacation pay in accordance with the above schedule. Vacation eligibility may not be carried-over from one year to the next. If an employee quits, they will be paid out for any unused vacation in the current vacation year. At the conclusion of a vacation year an employee will be paid out for any unused remaining vacation. Vacation hours paid shall be considered as time worked and credited when computing vacation pay eligibility. Lost time as the result of a Workers Compensation illness/injury will count as hours worked up to a maximum 16 weeks (40 hours per week) in the vacation year the employee is injured.

### **Section 5: Vacation Scheduling**

The Company may schedule vacations individually or schedule a plant shutdown. Based on customer's history, it is expected that there will be a one or two-week shutdown during the summer months. In the event vacations are scheduled individually, vacations will be scheduled by seniority, by classification, by shift. The Company will determine the maximum number of employees that will be able to take vacation during any one week. Vacation will be scheduled by having the most senior employee select his vacation and then the second most senior employee select his vacation and so on until all employees have selected all their vacation. This process will be repeated for subsequent weeks of vacation. Vacation schedulers will be handed out during the last week in March and must be turned in by April 15. If an employee does not turn in his scheduler by April 15, that employee's vacations will be scheduled on a first come first served basis.

Holidays that fall during an employees approved week of vacation will not count towards vacation, rather, the employee will be able to schedule these days as single vacation days.

Employees will not be required to work the weekend before or after their approved scheduled vacation.

### **Section 6: Vacation Notes**

1. Unused vacation will be paid out at the end of the vacation year or earlier at the employees request in lieu of the time off excluding ten (10) days for shutdown
2. Employees may change their approved vacation due to a layoff or bereavement.

3. Maintenance employees required to work during a vacation shutdown will be permitted to schedule two (2) weeks of their vacation eligibility in single days.
4. Employees who volunteer to work during a scheduled shutdown may elect to receive their vacation pay during the shutdown period and schedule unpaid days at a later date. Days will accrue one (1) day per each day worked as a volunteer. If the employee elects to turn the vacation pay back to the company, the employee shall receive the week(s) of vacation pay on his first unpaid day.

## **Article 26 – Holidays**

### **Section 1: Holidays**

During the life of this Collective Agreement, the Company agrees to observe any paid holidays observed by the customer. However, such holidays will not be less than or greater than twelve (12) per contract year.

In the event that the Company acquires multiple customers, the parties agree to discuss how best to ensure that customer needs are satisfied should the holiday schedules differ.

### **Section 2: Holiday Pay**

Seniority employees will be paid holiday pay at their regular hourly rate, but excluding overtime premium, to a maximum of eight hours per day provided they meet the eligibility requirements.

### **Section 3: Eligibility**

All employees covered by this agreement will be paid for the holidays defined herein, provided they meet all the eligibility rules unless otherwise provided herein.

An employee must have worked the last regularly scheduled working day before the holiday and the next regularly scheduled working day after the holiday unless the employee is absent for reasonable cause (i.e., employee illness or illness of immediate family substantiated by a physician's statement, death in family, job related illness or injury).

An employee who is tardy less than four hours or excused by the Company to leave the plant early on the last regularly scheduled working day before the holiday or the next regularly scheduled working day after the holiday will be eligible to receive the holiday pay. Employees who are approved to leave early by the Company will receive approval in writing.

In the event an otherwise eligible employee is absent either the last regularly scheduled work day before the Christmas holiday or the next regularly scheduled work day after such holidays for other than a reasonable cause as determined by the Company, such absence will disqualify the employee for only two of the Christmas holidays. However, if the employee is absent both the last regularly scheduled work day prior to and the next regularly scheduled work day after the Christmas holidays for other than a reasonable cause, as determined by the Company he shall be disqualified for all such holidays.

In the event any of the designated holidays fall during an employee's vacation, such employee will be eligible for the holiday pay. Holiday hours paid shall be considered as time worked and accredited when computing vacation pay eligibility.

Employees receiving short term disability pay or workers compensation (WSIB) pay will not be eligible to receive holiday pay.

## **Article 27 - Standards of Production**

### **Section 1: Standards Base**

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 and ergonomic guidelines/standards. Standards shall be established by time and motion study, or standard time study data developed in the plant.

Pending the setting of a standard by an Industrial Engineer of the Company, the employees and the Union agree that the employees will put forth normal and continuous effort on the jobs assigned to them. The employee must accept the job assignment until such investigation is complete.

Employees involved will be notified when a work measurement study is to be taken.

A new work measurement study may be taken. The union and the employee will be notified prior to the start of the study

No time study will be taken on any probationary employees except those probationary employees who are working on line operations where there is to be a line standard.

### **Section 2: Dispute Over Measurement Study**

When a work measurement study on a new operation or operations is in dispute, the following method for settling it will be followed:

- A. When a dispute or complaint arises, the complaint should be taken up with a Production Manager. If the complaint is not settled, the work measurement study will be reviewed with and explained to the Committee Person by the Production Manager.
- B. The work measurement will be reviewed including the proper methods, tooling, equipment; material and material supply and explained to a member or members of the Bargaining Committee by the Company's Industrial Engineer.
- C. If a result of the review, a re-study is taken and found to be correct, no change in the standards will be made. However, if a difference is determined from the original standard, a revised standard will be issued.
- D. If no agreement can be reached, the matter may be submitted under Step 2 of the Grievance Procedure.
- E. If no agreement can be reached through this procedure, the Union may bring in its own Union Industrial Engineer to jointly study the job in dispute with the Company's Industrial Engineer, and take part in the negotiations to arrive at a satisfactory rate.

### **Section 3: Standards Made Available**

The Company will make available all existing job standards on the respective jobs and machines and keep them clean and up-to-date. Engineered study sheets will show all elements of the job and approximate stock locations. Written notice will be given to the Union confirming standard changes, identifying department, operation and date of change.

#### **Section 4: Standards Not Established**

In the event a standard has not been established on a job, an employee who is following the prescribed methods and using the tools provided in the proper manner and performing at a normal pace will not be disciplined for failure to obtain an expected amount of production.

#### **Section 5: Grievance Procedure**

In the event that there is a disagreement over establishment of a standard, the issue, in grievance form will be addressed in a meeting under Article 5, Section 2 of the Grievance Procedure.

### **Article 28 - Health and Safety**

#### **Section 1: Safety and Health**

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

#### **Section 2: Joint Health & Safety Committee**

A Joint Health and Safety Committee consisting of four (4) members shall be established. Management shall appoint two (2) members and the Union shall be represented by two (2) members. The committee will have two (2) Co-Chairpersons one for the Union and one for the Company. For the period of time when a full complement of production midnight shift employees are scheduled to work midnights the Joint Health and Safety Committee shall increase in size by one (1) management representative and one (1) union representative.

This committee shall:

1. Meet on a monthly basis, to discuss health and safety conditions in the plant.
2. Conduct monthly safety tours on a date and time mutually agreeable.
3. Investigate accidents and safety complaints.
4. Review accidents and their causes and recommend safety devices or procedures to prevent similar occurrences.
5. Review new line layouts for safety and ergonomic recommendations.
6. Be provided with opportunity to fulfill their required duties and responsibilities under all applicable health and safety legislation in Ontario.

In the event of an accident, other than first aid cases, the Chairperson of the Safety Committee and the designated Union Safety Representative on the shift will be notified immediately. Members of the Safety Committee will be allowed to meet with the Human Resource Manager and Plant Chairperson when they feel a safety violation / circumstance presents an unsafe condition, which results in an immediate danger and requires immediate investigation. The Union Health and Safety committee representatives shall be allowed the opportunity to meet privately for one hour, twice per month, paid by the Company. Such meetings shall take place at a mutually convenient time and day. Employees will be paid for all time spent attending such safety meetings. The Union will receive a copy of the accident report.

The Company agrees to identify and train medical first responders on each shift and keep certifications current. If the nature of an employee's injury necessitates that immediate outside medical care is needed, the Company agrees to accommodate the employee's needs.

### **Section 3: General Health & Safety Matters**

#### **1. Right to Refuse**

The Company and the Union jointly recognize the rights of employees to refuse work in accordance with the Occupational Health and Safety Act, S. 43. R.S.O. 1990 (c.0.1). 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.

#### **2. Lockout**

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

#### **3. Red Tag Procedure**

Any moving machine which is in an unsafe or hazardous condition, shall be "red tagged" until it is made safe. Directly affected parties shall be notified of changes or modifications to any equipment or process that have been "red tagged". The Joint Health & Safety Committee will be given an opportunity to review these changes prior to the change being put into production, unless an emergency situation makes it impossible to do so.

#### **4. Government Inspections**

The Union Health & Safety Representative on shift shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union.

#### **5. Layout Change Review**

The Company will meet with the Union and appropriate representatives prior to any significant layout or model 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 as well as provide the union with an opportunity to have input prior to the changes.



## **6. One (1) Minute of Silence**

Each year on April 28, and November 11, 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 and in memory of soldiers who have served and lost their lives fighting for their country, respectively.

## **7. WHMIS Training**

The Company agrees to provide two (2) hours of training for employees who have not yet received WHMIS training, a thirty (30) minute WHMIS annual safety talk will also be provided. The safety talk refresher will be jointly developed and delivered by the Joint Health and Safety Committee on Company paid time. This training will be mandatory for all employees.

## **8. Occupational Health & Safety Training**

The Company will provide a leave of absence with pay for up to ten (10) working days for the Union Health & Safety Committee Representatives and the Union Committee to participate in CAW Health and Safety Training programs which shall include Health & Safety Certification Level one and Level two. The certification training is mandatory.

## **9. First Aid, CPR & Defibrillation**

The Company realizes the benefit of providing First Aid and CPR Training to its employees. This training shall be offered to employees on a voluntary basis, at least every two (2) years and paid for by the Company. First Aid and CPR training will be mandatory for all electricians. The Company will also provide training in defibrillators in the plant.

## **10. Personal Protective Equipment**

The Company shall furnish Personal Protective Equipment where the Company requires such clothing as aprons when changing batteries, etc. The employee is responsible for the reasonable care of such clothing. The Company agrees to furnish and maintain an adequate inventory level of personal protective clothing (such as aprons and gloves) when the Company requires use of such protective clothing. The Company also agrees to maintain an adequate inventory level of minor first aid supplies consistent with legislative requirements. Employees may make reasonable requests for supplemental PPE beyond that which is required on the job.

## **11. Prescription Safety Glasses & Hearing Protection**

The Company will bear the full cost of the first pair of prescription safety glasses including prescription lenses on jobs where safety glasses are deemed mandatory. Employees on such jobs that require bifocal lenses shall have basic type of lenses. All Eye examination cost to be paid by employee. The Company will assume the cost of replacement safety glasses only if they are damaged on the job if not due to personal negligence or carelessness or if a new prescription is required. The Company will provide hearing protection at no cost to employees and will replace, repair or cause to be repaired without cost to the employee, any hearing protection that is accidentally damaged during the course of employment if not due to personal negligence or carelessness or lost.

## **12. Steel Toed Safety Shoes**

The Company will subsidize the purchase of safety shoes or safety boots by the employees. The Company will pay 100% to a maximum of one hundred dollars (\$100.00) per employee in a calendar year to employees working on jobs where safety shoes are deemed mandatory. All shoes must be purchased by a Company approved supplier. The parties agree that the Joint Health and Safety Committee will review all areas of the plant and any areas designated as jobs requiring safety toed shoes will be included in the one hundred dollars (\$100.00) subsidy. A calendar year is defined as January 1st to December 31st. All Skilled Trades employees must wear safety footwear. The Company will pay 100% to a maximum of \$100.00 per pair of safety boots per employee per year or the skilled trades' employee can combine two (2) years payment and purchase one (1) pair of boots for up to a maximum of \$200.00, every two (2) years.

## **Article 29 - Job Rotation**

### Limited Trial

During the 2009 Contract Negotiations, the Company and the Union discussed Job Rotation and the potential positive impact it could have on the workplace. Both Parties have agreed to pursue a limited trial job rotation program that incorporates improved ergonomic conditions, prevents injuries while fully maintaining the plants ability to meet safety, labour efficiency and customer quality requirements.

The following guidelines will apply as the Parties develop the trial program:

1. To allow the parties to gain experience and knowledge with job rotation, trials will be limited to three experimental modules (one in rears and two in fronts).
2. These modules will be developed using ergonomic risk factors as the basis for grouping jobs and rotation schedules.
3. The primary role of the job rotation schedules will be to prevent injuries, meet ergonomic guidelines, reduce WSIB cost, and accommodate modified workers while ensuring that plant labour efficiencies and quality objectives are maintained.
4. The union will be consulted and participate in an ergonomic task force which shall include an ergonomics specialist to develop recommendations for the modules and rotation schedules.
5. It is expected that job rotation modules will be developed based on ergonomic principles and that the modules will be fluid (in terms of timing of rotation, the number of modules, the number of jobs within modules, structure, etc).
6. There will be times when modules will be modified or altered with the more specific goal in mind of accommodating modified workers who may be able to only perform the duties associated with a specific job or a number of jobs less than the full module.

7. Employees who are on modified work of any sort will be required to perform at a minimum a full job within a rotation module to be eligible for any work beyond the normal work day.
8. It is fully understood that the timing of the trial, implementation plans and the decision to terminate, modify, eliminate or expand the program rest solely with the Company after consultation with the union.

## **Article 30 - Skilled Trades**

### **1. Skilled Trades Defined**

The term Journeyman/Journeywoman shall mean any person

- Who presently holds a Journeyman's/Journeywoman's classification in a skilled trade occupation;
- Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;
- Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A CAW/UAW Journeyman's/Journeywoman's Card will be accepted as proof;
- Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above;
- 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.
- (Future employees entering a trades classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "A".

### **2. Reductions in Force**

There shall be no bumping between Skilled Trades and the rest of the bargaining unit except that should a trades classification be permanently discontinued or eliminated such employee(s) displaced may exercise their full Company seniority to bump the junior employee(s) in the bargaining unit. If employees are to be reduced from any skilled classification, such junior employees will be laid off in order of their seniority from such Skilled Trade classification. Apprentices will be laid off prior to seniority Skilled Trade employees in the classification. Recall shall be made in reverse order of layoffs.

### **3. Tool Allowance & Clothing**

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 two hundred and fifty (\$250.00) dollars. Employees will be allowed payment once per year with receipts required. Any tool purchases beyond the allowance may be paid through a payroll deduction. The Company will purchase three (3) welding coats, to be kept clean and in good repair. The Company will provide ten (10) sets of clothing per skilled trades employee per year. The Company

agrees to purchase one (1) outside coat for each employee in the skilled trades department every three (3) years. Also, the Company agrees to clean these coats once (1) per year.

#### **4. Vacations**

Employees in the Skilled Trades shall schedule their annual vacations at mutually convenient times by June 2 each year. Skilled trades employees will be informed if they are expected to work the shut down period. If they are not required to work during the annual vacation shutdown period they shall be required to take vacation time during the shutdown period.

#### **5. New Technology**

When new technology is introduced into 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 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.

#### **6. Switching Shifts in Maintenance**

For those employees wishing to switch shifts they must meet the following requirements:

- The company and the union mutually agree.
- All shifts are adequately manned and there is no adverse affect on production.
- All affected employees are in agreement.
- Employees may cancel request by providing written notification to the company and the union with a minimum of six (6) weeks notice.

#### **7. Overtime Procedure (Maintenance Department)**

Overtime will be distributed by seniority by rotation within classification on shift. The two (2) classifications are as follows: Plant Millwright and Plant Electrician. Overtime in these classifications will be offered as follows:

- The shift that worked prior to vacancy will be offered the first four hours.
- The shift that is working following the vacancy will be offered the last four (4) hours.
- If the Company is unable to fill vacancy and has tried everyone in the classification, they may fill the manning requirement through an outside contractor. The Company will provide advance notice to employees of these vacancies when possible.
- Remedy for failure to follow this procedure will be to offer the next available overtime opportunity to the employee missed in error.

## **Article 31 – Benefits**

### **Section 1: Medical Insurance & Pension**

The Company will provide medical insurance for all its full time employees and their dependents. The negotiated benefits are highlighted in this section. If the company changes insurance carriers at anytime during the term of this Agreement coverage, co-pays, and weekly contributions will remain the same.

During the term of this Agreement, beginning **January 1, 2010** the Company will provide the following benefits for all bargaining unit employees (excluding probationary employees, TPT's and summer students) in accordance with the following:

### **Section 2: Life Insurance**

Provide for Life Insurance of \$44,000 effective June 1, 2009

### **Section 3: Accidental Death & Dismemberment:**

\$39,000 effective June 1, 2009

Effective June 1, 2007 Optional Life up to \$300,000 paid by the employee, evidence of insurability required.

Additional optional coverage for dependants as follows:

- I. \$35,000 spouse/\$14,000 child effective May 1, 2001
- II. \$40,000 spouse/\$16,000 child effective May 1, 2001
- III. Increase to \$60,000 Spouse  
Increase \$18,000 Dependent Child  
Evidence of Insurability Required  
Effective May 1, 2005
- IV. Increase to \$70,000 Spouse  
Increase to \$20,000 Dependent Child  
Evidence of insurability required  
Effective June 1, 2007

### **Section 4: Weekly Accident and Sickness Benefits**

Benefit will be \$400 per week. The maximum benefit payment is thirteen (13) weeks.

If you are disabled due to an accident in which you are hospitalized for a minimum of twenty four (24) hours or for an illness resulting in hospitalization, you will be eligible for benefit payment on the first day. If you are disabled due to a non-occupational illness/accident/injury you will be eligible for benefit payment on the eighth consecutive working day of your illness. All benefits are subject to application, which includes appropriate medical documentation. Payment will also be made for first day for a female who seeks sanctuary at a Woman's Abuse Centre.

### **Section 5: Eligibility:**

Eligibility for payment: eighth calendar day of accident/injury/sickness, first day of hospitalization minimum (24) hour admittance including first day for surgical procedure that is recognized under O.H.I.P. Schedule of Insured Services and

performed in a hospital, doctor's office or medical clinic, for a maximum thirteen (13) weeks for any given accident or sickness.

Employees that continue to meet disability eligibility requirements will be provided an opportunity to apply for EI Sick Benefits for a period not to exceed seventeen (17) weeks following the exhaustion of Company paid Sickness & Accident benefit. At the conclusion of this seventeen (17) week period, eligible employees will be provided with the opportunity to apply for Long Term Disability benefits as specified within the terms of this Agreement.

The receipt of EI Sick benefit does not in and of itself mean that an employee is disabled per the Company's definition. The Company retains the right to invoke the Independent Medical Examination process where there is a concern that the employee in receipt of EI Sick benefit does not meet the Company's disability requirements.

Payment also is made the first day for a female who seeks sanctuary at a Woman's Abuse Centre. Benefit will be \$400 per week.

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

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

Physician's Fees: The Company will not pay for Physician's Fees for completion of the initial E.I. or Insurance Carrier Medical Forms, subsequent form request or for any other Doctor medical notes.

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 physician's 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 thirty (30) calendar days and meet the disability qualifications for such benefits.

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

The Company and the Union wish to see weekly indemnity disability claims processed in a fair and expedient manner.

The Company reserves the right to have an employee examined by an appointed Company Physician. If a dispute arises between the employee's doctor and the Company physician, the Company reserves the right to request an independent medical examination. The examination report (both verbal and written) will include a statement of "able to work", "not able to work", or "able to work with restrictions". The written notification of results to the employee determined to be "able to work" or "able to work with restrictions" will include instructions to report to the plant medical center to inform him/her of the employee's status. IME results will be binding on the employee, union and Company.

If the employee must travel more than 20 kilometers (one way) for a medical examination required by the Company or the carrier, the Company shall reimburse the employee at the rate of thirty-four cents (\$0.34) per kilometers.

### **Section 6: Major Medical**

Major Medical equivalent to Green Shield Plan T-4.

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

Employee Contributions to Health Care Benefits:

- Active and retirees less than 65 years of age \$30.00 per month co-pay
- Greater than 65 years of age and surviving spouses \$15.00 per month co-pay

No Semi Private coverage

Services of a speech pathologist, podiatrist or chiropodist, naturopath, osteopath, chiropractor (chiropractor includes \$15.00 towards non-OHIP portion) increased to an annual maximum of \$550.00 per calendar year. Effective July 1, 2004.

Psychologist services increased to \$50.00 initial visit and \$35.00/hour for subsequent visits (includes counsellor with Master in Social Work) increased to an annual maximum of \$600.00. Effective July 1, 2004.

Acupuncturist services added to benefit plan to an annual maximum of \$300.00 effective May 1, 2005.

Massage Therapist services increased to \$25.00 per visit to an annual maximum of 12 visits per year.

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

Insulin Pumps up to a maximum of \$850.00 once every five (5) years effective May 1, 2006.

Prosthetic Appliances – Effective May 1, 2001, addition of benefit to include ear molds for children who have had tubes put in their ears covered every five (5) years.

**Section 7: Prescription Drug Plan:**

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

Employee Contributions to Prescription Drugs:

10% co-pay per individual (all eligible) with an out of pocket maximum cap of Year 1, \$270; Year 2, \$290; Year 3, \$310 per eligible individual.

Deductible and Dispensing Fee Cap

\$6.00 per prescription deductible.

\$7.00 dispensing fee cap.

Greater than 65 ODB to be first payer:

Company to pay \$100 annual deductible.

All prescription fees to be paid by employee.

**Section 8: Dental Plan:**

Green Shield Plan 15 or its equivalent.

Employee Contributions to Dental Plan Benefits:

- Active and retirees less than 65 years of age \$30.00 per month co-pay
- Greater than 65 years of age and surviving spouses \$15.00 per month co-pay

Greater than 65 years of age (no orthodontics)

Check up cycle 9 months

- Annual maximum is \$2,000 per year.
- Orthodontics maximum is \$2,000 lifetime.
- Crowns and Bridges maximum \$2,000 lifetime

**Section 9 Vision Care:**

- Benefit coverage is \$200 in any twenty-four month period
- Benefit coverage for dependent children \$100 in alternate years for prescription changes only,
- Eye examination cost to be paid by employee.

**Section 10: Benefits Continuation**

Employees on W.S.I.B. Benefits will continue to receive benefit coverage for two (2) years provided they are not laid off in accordance with their seniority.



Employees on layoff including those laid off on sick leave (WSIB & Weekly Indemnity) will continue to receive benefit coverage up to but not including the first day of the fourth month following the date of layoff. Employees so covered may elect to continue benefit coverage for a further twelve (12) months by paying to the Company the prevailing group premium rates, provided that the employee's payment is received by the Company no later than the 15th of the month preceding the month in which premiums are due. This selection must be made by employees at the time of benefit cessation, with no lapse in coverage, and employees may select all or part of the benefit coverage as follows:

- Drug & Major Medical
- Dental
- Vision
- Life Insurance

### **Section 11: Long Term Disability:**

Effective May 1, 2009 the qualifier is thirteen (13) weeks.

Provide for LTD plan with monthly benefit of \$1200.00.

If employee's seniority exceeds twelve (12) months at time of disability, employee is eligible for two (2) years or length of service whichever less is.

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

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

### **Section 12: Dependent Children**

Dependent children to be deleted from all benefit coverage at age 20 except if attending full time at a recognized college or university where coverage will cease at age 22. Dependent children will not be eligible for sealants

### **Section 13: Pension**

Future service accruals under the Basic Retirement Plan for Hourly Employees of Lear Canada, Ajax Plant will cease effective with the expiry of the 2007 collective bargaining agreement on December 31, 2009.

Subject to and consistent with applicable pension legislation, all early retirement subsidies and ancillary benefits (unless stated herein) for retirements and terminations after December 31, 2009 (including mutually satisfactory retirement), disability retirement, temporary special allowance and the subsidized joint and survivor pension options are eliminated from the plan effective December 31, 2009.

The pension adjustment payable May 1, 2009 was not implemented by agreement between the parties and no further adjustments for past or future retirees will be calculated or paid after December 31, 2009.

A defined contribution pension plan (DCCP) will be implemented (Section 14 of CBA) for all future pension service accrual effective from the start of this collective agreement effective January 1, 2010.

The only Pension benefits which remain effective December 31, 2009 are those benefits required by applicable pension legislation and those specifically identified in this section of the collective bargaining agreement

Effective January 1, 2010 the basic benefit rates are as follows and shall be applicable to all years of credited service within the Defined Benefit Pension Plan as follows:

Non Skilled Trades                      \$56.00 per month per year of service within the defined benefit pension plan

Skilled Trades                              \$60.00 per month per year of service within the defined benefit pension plan

Normal Retirement                      Employees will be eligible to retire on the first of the month following the achievement of acquiring 65 years of age. On retirement employees shall receive \$56.00 or \$60.00 (as applicable) per year of service prior to January 1, 2010 (unreduced) within the defined benefit pension plan. Additionally they shall receive the accumulated value in their defined contribution account any contributions earned for their years of service under the defined contribution pension plan.

Early Retirement                              Thirty (30) Years of Combined Service and Fifty Five (55) Years of Age

Employees will be eligible for early retirement where their combined service under the defined benefit pension plan and the defined contribution pension plan equals thirty (30) years of service and the employee has achieved fifty-five years of age. In that event employees will receive \$56.00 or \$60.00 (as applicable) per month (unreduced) per year of service prior to January 1, 2010 within the defined benefit pension plan. Additionally employees will be eligible for an early

retirement supplement of \$18.50 per month per year of service (unreduced) for years of service prior to January 1, 2010 under the defined benefit pension plan. The early retirement supplement will be paid until age 65. The employee will also be provided with the accumulated value in their defined contribution account for their years of service under the defined contribution pension plan.

Age Fifty-Five (55) with 2 years of plan membership

Employees who have attained age 55 and have completed two years of membership in the plan, but do not qualify for an unreduced benefit as described above, will be eligible for early retirement at their option prior to age 65. Employees will not be eligible for an early retirement supplement and their basic lifetime pension payable at age 65 will be reduced on an actuarially equivalent basis. The employee will also be provided with the accumulated value in their defined contribution account for their years of service under the defined contribution pension plan.

#### **Section 14: Defined Contribution Pension Plan (DCCP):**

In addition to the benefits provided by the defined benefit pension plan employees will be provided with a defined contribution pension plan which replaced the defined benefit pension plan **effective January 1, 2010**.

Employees will be able to contribute 2% of base pay for a regular non overtime work week. Lear will provide a 1% match for participating employees with less than five (5) years of service and a 2% match for participating employees with greater than five (5) years of service. Company matching contributions will be deposited not less frequently than monthly into the employee's account.

Employees will have individual accounts set up to receive their contributions and the Company matching contributions. A number of investment options will be made available by the company. Employees will receive the balance of their individual account including investment returns when they retire or leave the Company, provided they have at least two years of service under the defined contribution pension plan. Employees not meeting the vesting requirement in the plan will receive their own contributions on retirement or termination.

#### **DCCP Increases (Employee Contributions and Company Match)**

Effective May 1, 2012 there will be a ½ of 1% increase in eligible employee contributions to the DCCP and in the Company match for employees with greater than five (5) years of service.

Effective May 1, 2013 there will be a ½ of 1% increase in eligible employee contributions and in the Company match for employees with greater than five (5) years of service.

## **Article 32 - General Provisions**

### **Section 1: Invalid Provision**

It is agreed that any provisions of this Agreement found to be in violation, or ruled illegal under the law, shall be immediately null and void and that the subject matter of such provisions be then eligible for re-negotiation.

### **Section 2: Home Address**

To protect his seniority, it is the employee's responsibility to keep the Company informed of his correct home address and telephone numbers. Such changes must be in writing and submitted to the Human Resources Department.

### **Section 3: Masculine Pronoun**

The masculine pronoun, whenever used in this Agreement, shall include the feminine pronoun and the singular pronoun shall include the plural pronoun where the context requires it.

### **Section 4: Sole Agreement**

All agreements either oral or written, between the parties are hereby canceled and this agreement shall constitute the only agreement between the parties and shall be not modified except in writing.

### **Section 5: Union Access**

The National CAW Representative or a Local Union Representative shall be permitted access to the plant at their request to the Human Resources Manager or Plant Manager. The Local Union President, Vice-President, Financial Secretary or Recording Secretary and Committeepersons will be permitted access to the plant after their normal working hours to conduct union business.

### **Section 6: Orientation**

All new employees shall be introduced to their union committee on their first day of employment. The Plant Chairperson will be allowed fifteen (15) minutes to talk with the new employees before they are placed in the work area. When more than one (1) employee is hired at a time, they will attend the same meeting.

### **Section 7: Pay Cheque Shortages**

Pay cheque shortages will be corrected and the employee paid the shortage on the first available regular pay day following notification. Separate cheques will not be issued.

### **Section 8: Pay Day Procedure**

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

shift employees pay cheques will be available Thursday, during working hours. The Plant Chairperson will be notified of any deviation.

### **Section 9: Emergency Telephone Calls**

The parties discussed the subject of emergency telephone calls that an employee may receive while at work and both parties agree on the importance of these phone calls. The Company has assured the Union that legitimate emergency situations will be relayed to the affected employees immediately. Furthermore, the parties agree that the Company has the right to question the nature of the emergency.

### **Section 10: Job Security**

Although the Company cannot guarantee permanent or lifetime employment, an objective of the Company is to provide continued employment through our joint efforts of producing a quality product at competitive prices. Except for conditions which the Company has no control, the Company and Union understand that by working together towards continuous improvement activities along with the training of employees, the Ajax Plant will continue as a healthy, viable business in our endeavor to provide job security.

### Article 33 - Duration

The Agreement shall become **effective on January 1 2010** and shall remain in full force and effect for the period beginning January 1, 2010 and ending until midnight, **April 30, 2014** 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.

Lear Corporation Canada Ltd.

National Automobile, Aerospace  
Transportation & General Workers Union of  
Canada (CAW) and its Local 1090

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Rick Van Heukelom  
VP Global Human Resources SSD

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Jerry Dias  
CAW Assistant to the President

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Pat Lesperance  
Human Resources Manager

---

Jim Woods  
CAW National Representative

---

Tim Lyons  
Plant Manager

---

Steve Batchelor  
President CAW Local 1090

---

Mary-Lou MacDonald  
Assistant Human Resources Manager

---

Paul Gormley  
Chairperson

---

Bruce Francis  
Director of Global Retirement &  
Benefit Programs

---

Ron Beggs  
Committeeperson

---

Ted Rosenau  
Finance Manager

---

Brad Tennisco  
Committeeperson

---

Wendy Cartwright  
Committeeperson/Health & Safety

---

Steve Allen  
Committeeperson/Benefits

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Raj Angl  
Committeeperson/Skilled Trades