

**COLLECTIVE
AGREEMENT**

between



OAKVILLE PLANT

and

CAW

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA
(CAW - CANADA)

and its

LOCAL UNION #1256

April 1, 2000 - March 29, 2003

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This agreement made the **1st day of April 2000**, between **Lear Canada**, Oakville, Ontario hereinafter referred to as the "Company" and the National Automobile, Aerospace, **Transportation and General Workers Union** of Canada (CAW) and its Local Union, hereinafter referred to as the "Union".

PURPOSE OF THE AGREEMENT

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

ARTICLE 1
RECOGNITION

1.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for those employees subject to this agreement, in its plant(s) at Oakville, Ontario, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to and in accordance with the provisions of this agreement. For the purpose of this agreement, the term "employees" as prescribed by the certification issued by the Ontario Labour Relation Board dated January 28, 1994, shall not include: Supervisors, persons above the rank of Supervisor, Office, Clerical, Purchasing Expediter and Sales staff. Where the female pronoun is used to represent an employee it is understood and agreed that it is applicable to male employees as well.

ARTICLE 2
NON-DISCRIMINATION

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

ARTICLE 3
MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and layoff employees and suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

- 3.02 The Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.
- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication. The Union shall be given a reasonable period of time to review and respond to the changes. **Employees will be given copies of new/revised policies and procedures prior to implementation.**
- 3.04 Nothing in this agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.05 The Company and the Union agree that in the exercise of each of their rights and in the administration of this agreement they shall endeavor to do so in a fair and reasonable manner.

**ARTICLE 4
STRIKES, STOPPAGES AND LOCKOUTS**

- 4.01 The parties hereto agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.
- 4.02 The words, "strikes" and "lockouts," as used herein, are agreed to have the meaning defined in the Labour Relations Act, R.S.O. 1980, c.228, as amended.

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

- 5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall, as a condition of employment, become and remain members of the Union, for the term of this agreement.
- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.

- 5.03 (a) The company will, upon completion of an authorization card, signed by an employee covered by clause 5.01 of this agreement, for the duration of this agreement, deduct from the pay cheque for the second pay period of each month, the regular monthly 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.
- (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the second pay period of any month, dues deduction shall be deferred to their next pay period subject to clause 5.05.
- (c) Initiation fees shall be taken off on a different pay period than the dues deduction period, immediately after an employee has completed his probationary period.
- (d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit or who has died.
- 5.04 The Company agrees to supply the CAW National Representative with a list of all employees' names, addresses, 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.
- 5.05 No deduction shall be made from the pay of any employee covered by clause 5.01 of this agreement, in any month, where such employee has worked less than a total of forty (40) hours.
- Paid vacation days and paid holidays will be considered as days worked.
- 5.06 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

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

**ARTICLE 6
UNION REPRESENTATION**

6.01 The union shall be represented as follows:

- (a) By six (6) Stewards plus one (1) Skilled Trades representative, whose respective areas of representation and jurisdiction shall be designated by mutual agreement between the Company and the Union. One (1) of the above Stewards on each shift will be appointed by the Union as Chief Steward who will function as a Committeeperson on the afternoon shift. After reporting to his/her department Supervisor the first hour of his/her shift will be spent on Union business including in the Union office.
- (b) By a six (6) person Plant Committee retained on the day shift and shall be composed of a Chairperson, Benefits Representative, **Co-chair of the Health & Safety Committee, EAP Representative** plus two (2) Committeepersons in zones designated by mutual agreement between the Company and Union.
- (c) The Company agrees to train and maintain two (2) union time study representatives to be utilized in the investigation of work (job) assignment disputes. The union time study representative(s) will perform their normal job until called upon to perform a time study.**

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

The duty of the above representatives shall be to represent the employees in the processing of complaints and grievances as outlined in the collective agreement.

6.02 The Union will inform the Company in writing of the names of the Union Representatives and subsequent changes in the names of such representatives, and the Company will not be required to recognize representatives until such notification from the Union has been received.

- 6.03 A Union representative and/or grievor shall report to and obtain permission from their supervisor or their representative, whenever it becomes necessary to leave their work, for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the collective agreement. Such permission will be granted within a reasonable period of time without undue delay. The Company may need a reasonable period of time to find a replacement. The Union representative and/or grievor shall report back to their supervisor or their representative at the time they return to work.
- 6.04 Company approved time off work by Union representatives or grievors as defined in 6.03, will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to in-plant Union business. Union representatives will advise their supervisor of their destination and general nature of their business and the time anticipated to transact such business.
- 6.05 (a) The Chairperson, two (2) Committeepersons, Benefits Representative, the Co-Chair of the Health and Safety Committee, **and the EAP Representative** shall be granted the full time of their shift with pay to perform their functions **in or out of the plant, provided prior notice is given**, under the terms of this Collective Agreement and shall be paid by the Company at their normal rate of pay.
- (b) The Stewards and Skilled Trades representatives will be paid at their normal rate of pay.
- 6.06 The Company shall recognize the two (2) Committeepersons with the Chairperson for the purpose of meeting with management for the administration of the Collective Agreement and contract negotiations **and the preparation time for contract negotiations** and such meetings shall be recognized as paid time as per clause 6.04 and 6.05 above. The Chief Stewards and one (1) Skilled Trades Representative will be part of the Bargaining Committee for contract negotiations paid by the Company as above. Whenever possible the requesting party shall give two (2) working days notice with an agenda of the matters to be taken up at such meeting.
- 6.07 The Company agrees to recognize and deal with a representative from the National Union, and the President of the Local Union as part of the negotiating committee.

- 6.08 The Union will be allowed to post on an adequate number of bulletin boards provided by the Company, **noticcs** regarding meetings and **matters** pertaining only to the Union. **Before** posting, all such notices must be approved by the Company. Such approval will not be unreasonably withheld.
- 6.09 The Company will notify the Union in writing of **thc** management personnel and any subsequent changes or **transfers** who will be dealing with the administration of this **collective agreement**. The Union will **bc notified** one (1) week in advance of changes, whenever **possible**.
- 6.10 The National Representative and/or the **President** of the Local Union may be **presenl** at **mectings** with management when requested by the Plant Committee and where possible forty-eight (48) hours prior notice has been given to the Company.
- 6.11 The Company will permit the Union to hold elections of Union **representatives** on the Company's **premises** during unpaid time of **thc employees** on their shift. The locations, and times for voting will be determined by mutual agreement **bctween** the **Chairperson** and Human Resources Manager.
- 6.12 When an **employec** wishes to see his/her Union **representative** hc/she shall notify his/her supervisor who will inform **thc** **representative** of the request subject to clause 6.03.
- 6.13 The Union may designate an **alternatc** who will function in the absence from the plant of any Union representative. **Noticc** of such **alternatc** shall be given to the Human Resource **Manager** or the appropriate management **designatcd** representative in writing before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of a Union **representative** being absent from the plant. The **alternatc** must **bc** a seniority employee who is scheduled to work during such absence.
- 6.14 The Company will **grant** upon request of the **President** of the Local Union, or the **Chairperson** permission for Union **officials** to leave the plant on Union business at any one time, without pay. Further, provided such request is made in writing at least three (3) working days in advance to the Human Resources Manager or their **dcsignatc**. It is understood that in the event of an **cmrgency** situation resulting in less than the **requircd** notice, such permission shall not be unreasonably withheld. Such **noticc** will specify the nature of the business and leaving and returning time of those granted such permission.

6.15 The Company agrees to provide the Union with five (5) reasonably sized fully equipped offices, including five (5) computers, five (5) separate phone lines with access to a fax machine and copier.

Such offices shall be distributed as follows:

- (a) A private office for the Chairperson.
- (b) A private office for the Committeepersons and Stewards.
- (c) A private office for the Benefits Representative.
- (d) A private office for the Co-Chair of the Health and Safety Committee.
- (e) **A private office for the E.A.P. Representative.**

**ARTICLE 7
GRIEVANCE PROCEDURE**

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

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

7.01 cont'd

- (c) It is agreed and understood that all complaints and grievances should be presented within three (3) working days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party.

7.02

STEP ONE

The written grievance, as defined above, shall be presented by the Steward to the Supervisor. The Supervisor will initial and date the grievance acknowledging he/she received it in the presence of the Steward. The Steward will retain a copy of the grievance. Within three (3) working days of this presentation, the recipient will render their decision personally to the Steward, noting their conclusion in writing and countersigning the grievance form.

7.03

STEP TWO

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

7.04

STEP THREE

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

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

7.05

Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Company. Grievances resolved at Step 1 or 2 will automatically be settled without precedent or prejudice to any other case. Grievances not responded to within the time limits may be processed to the next step by the moving party.

- 7.06 (a) Where a grievance involves the payment of back wages and the employee has sustained their charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee. However, if the circumstances of the case made it impossible for the employee to know that they had ground for such claim prior to the date, the claim shall be limited retroactively to a period of twenty (20) working days prior to the date the claim was first filed in writing.
- (b) When an employee receives back pay on a grievance they shall be paid on a separate pay cheque, provided the back pay is more than sixty dollars (\$60.00) gross within five (5) working days of the final disposition unless the circumstances make it impossible in which case they shall be paid within fifteen (15) working days unless mutually agreed otherwise. **A receipt will be provided to the Union for attachment to the settled grievance form.**
- 7.07 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance to commence at Step Three.
- 7.08 Policy grievances initiated by the Company or by the Union will begin at Step 3 of the grievance procedure, with strict adherence to the terms of the third step. A policy grievance is defined and limited to one which alleges misinterpretation or violation of a provision of this Agreement, that could not otherwise be resolved at a lower step of the Grievance Procedure because of the nature and scope of the subject matter of the grievance.
- When a policy grievance has been upheld, the Company will be required to make back pay as per clause 7.06 (a) where applicable.
- 7.09 Any grievance resolved or withdrawn and that decision is subsequently appealed through the appeals procedure established by the CAW constitution or any other appeal procedure, established by law, and such appeal is upheld, the grievance shall be considered timely and will be processed to the next step of the grievance procedure. It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance between the time of the original disposition and the time of the reinstatement as provided herein.

7.10 Failing a settlement as in the third step, the grievance may be submitted to arbitration as outlined in Article 8 of this Agreement.

ARTICLE 8
ARBITRATION

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

8.02 The following shall constitute the list of arbitrators who will be selected during the life of this Agreement to resolve disputes not resolved by the grievance procedure.

Jane H. Devlon
D. Harris
M. Teplitsky
W. Kaplan
R. McDowell
R. Kennedy
M. Gorsky
A. Hinnegan

As grievances are submitted to arbitration the parties will meet to select by means of a draw an arbitrator from the above list. When an arbitrator's name has been drawn either party may reject his/her selection and one additional draw will be held provided it is not the last name available. Once an arbitrator has been selected he/she shall not be selected again until all of the above arbitrators have been selected.

8.03 The arbitrator, will set a date for the hearing, within a reasonable time period, to permit both parties to present their case and will render a decision as soon as possible after the completion of the hearing.

8.04 The decision of the arbitrator, shall be binding and final upon both parties. The arbitrator, shall be restricted in the award, to the provisions of this collective agreement, and shall not in the award, add to, delete from, or otherwise alter or amend any provisions of the agreement.

8.05 The parties will equally bear the fees and expenses of the arbitrator. Any witnesses called by the parties will be at their individual expense.

8.06 Any extension of the time limits must be made by mutual consent of the parties, in writing.

8.07 As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post third step grievance to a grievance commissioner. It shall be the responsibility of the part desiring the services of a grievance commissioner to inform the other party, in writing, within fifteen (15) working days after the reply at Step 3. The following procedure shall apply:

- a) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance commissioner (where more than one, acting in rotation) who will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred to him/her hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article S and Article 9, section 9.05.
- b) Through the grievance commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the grievance commissioner are set out in this article.
- c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent ~~nor~~ be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commission shall:
 - i) be consistent with the provisions of this agreement;
 - ii) be confined to the grievance(s) referred to him/her.
- d) The Union and the Company shall each be responsible for one half the expenses and fees payable to the grievance commissioner.
- e) The parties, when referring a grievance to a grievance commissioner, shall also provide him/her with the Step 1 summary (or as amended by the agreement of the parties) and the decisions of the management representative at Step 3.

8.07 cont'd

- f) The parties shall supply the grievance commissioner, and each other, with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the grievance commissioner.
- g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearings.
- h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the grievance commissioner may permit or require, but the grievance commissioner shall not be obligated to conform to the rules of evidence.
- i) The grievance commissioner must render his/her decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his/her decision has been rendered, the grievance commissioner shall deliver brief reasons, but such reasons shall not form part of his/her decision. The list of grievance commissioners identified to expedite the disposition of the grievances under Article 8 are the following:

Union Selected	Company Selected
M. Teplitsky	I. Hunter
W. Kaplan	A. Hinnegan

- j) The parties shall jointly write to the grievance commissioner whose name is next in the sequence of rotation seeking a date for a hearing. The rotation shall be alternated between the Union nominee and the Company nominee.

8.07 cont'd

- k) **Should any of the grievance commissioners constituting the panel of grievance commissioners withdraw or resign from the panel, then the party who nominated the grievance commissioner who has withdrawn or resigned shall forthwith submit to the other party a list of four (4) nominees from which shall be selected one (1) nominee to replace the grievance commissioner who has withdrawn or resigned.**
- l) **Should the grievance commissioner in rotation be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to him/her, then he/she shall be passed over to the other grievance commissioner on the list.**

**ARTICLE 9
DISCIPLINARY ACTION**

- 9.01 The following procedure will apply when the Company intends or contemplates suspending or discharging an employee.
- (a) The Company will notify the employee and the Union, in writing of **the specific plant rule(s) violated**, within two (2) working days of the alleged violation becoming known to the Company. At this time the Company will advise the Union of the allegations and circumstances related to the anticipated discipline.
 - (b) The Union will be permitted up to two (2) working days to investigate the alleged violation from the time of such notification.
 - (c) During such investigation the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be implemented.
 - (d) When the discipline has not been resolved following the completion of the Union's investigation a hearing must be held within three (3) working days of the completion of the Union's investigation, unless mutually agreed otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the Plant Committee and the employee and the supervisor may be present at such hearing if deemed necessary by either party.
 - (e) Within two (2) working days of this hearing, the Company will give the Union and the employee written notification of the action the Company will be taking before the employee is required to serve such suspension or be discharged.

- 9.02 However, 9.01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant.
- In such case, the Company may immediately remove such employee from the premises. **Prior to the employee's removal, the Company will notify the employee and the Union, in writing, of the alleged violation.**
- When the discipline has not been resolved, a hearing will be arranged as in 9.01 (d) after the fact and such hearing will be held within one (1) working day if such action is for a period beyond the shift in which they were sent home.
- 9.03 If the employee suspended or discharged feels they have been unjustly dealt with, they may file a grievance within two (2) working days of such action being taken. The normal grievance procedure will be bypassed by virtue of clause 9.01 or 9.02 and the matter will be subject to arbitration as per Article 8.
- 9.04 The time limits provided for in this Article may be extended by mutual agreement, in writing, on an individual case basis.
- 9.05 It is mutually agreed that an arbitrator shall have the right to modify penalties in suspension and discharge cases only, but shall not have the right to alter any employee's seniority.
- 9.06 A copy of all warning notices will be given to the employee and the Union by the conclusion of the two(2) regular shifts following the shift on which the alleged violation occurred. Such notice shall become a part of the employee's personnel record. A warning notice or suspension will remain in effect for a period of not more than twelve (12) months from the date of such warning or suspension. It is further agreed that once a warning or suspension has expired, that other related offenses will be reduced in status accordingly.
- 9.07 The Supervisor shall ensure an employee has their Union Representative present when they are taken to an office for an interview concerning discipline, or prior to being sent home as per Article 9.02.

ARTICLE 10
SENIORITY

- 10.01 An employee shall be regarded as a probationary employee until they have been in the employ of the Company for forty (40) working days during any twelve (12) consecutive months. After completion of the above probationary period, the employee shall then be assigned a seniority date as of their first day of work.
- 10.02 A working day for purposes of the probationary period shall be any shift in which the probationary employee performs at least four (4) hours work or receives four (4) hours pay from the Company.
- 10.03 When two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name.
- 10.04 The Company will post an accurate up-to-date seniority list monthly. Copies of this list will be provided to the Chairperson.
- 10.05 Seniority shall be defined as the status of the employee based upon his/her established unbroken length of service with the Company from the date of last hiring by the Company. Such seniority will only commence after first entering the bargaining unit and shall be limited by clause 10.08.
- 10.06 The seniority of an employee shall be broken for any one of the following reasons:
- (a) If they voluntarily quit.
 - (b) If they are discharged and the employee is not reinstated through the grievance procedure.
 - (c) If they are laid off from the company for a period in excess of three(3) consecutive years, or their length of seniority, whichever is greater, up to a maximum of five (5) consecutive years.

10.06 cont'd

- (d) If they fail to report Co work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by registered mail, to their last known address. However, if their failure to report to work is due to sickness, accident, or other cause beyond their control, they shall not forfeit their seniority rights if they notify the Human Resources Department of the Company within the said five (5) working days after receipt of such notice and if they report to the Company for work immediately after the cause of their absence is removed. It is understood that an employec shall not lose their seniority if satisfactory evidence is furnished to the Human Resources Manager for such failure to report upon their return to work. If the disposition made of any such case is not satisfactory, the matter may be referred to Step Three of the grievance procedure.
- (e) When an employee is absent from work for three (3) consecutive working days, without notifying the Company and does not have a valid reason for not notifying the Company.
- (f) If they accept other employment while on leave of absence except with the express permission of the Company and the Union
- (g) When they retire, except as provided under the disability retirement section of the Company pension plan.

An arbitrator can relieve against the operation of clauses (d), (e) or (f)

10 07

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

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

10.08 When an employee returns to work or the Company receives notice from **WSIB** and the Company is furnished with a doctor's report stating that the employee has permanent/temporary restriction(s) whereby the employee is requesting and the doctor is recommending modified accommodation be considered, the Company nurse and the Union's Benefit Representative/**Health & Safety Union Representative** will review the restrictions and then meet with the Production Manager for the purpose of identifying whether the employee's job can be modified to accommodate the employee within his/her restrictions and where practical to do so. **Should there be a need to limit the number of modified work positions in the plant, the most senior employee will be given the opportunity to fill any vacancies.**

In the event the employee's job cannot be modified, the Plant Committee and the Company will convene a meeting for the purpose of identifying other jobs in the plant that could be recommended as suitable to accommodate the employee. Every effort will be made to maintain the employee's previous rate of pay. A representative from the **Workplace Safety & Insurance Board** will be included in the procedure where applicable.

If the employee cannot be accommodated at the completion of this process, they will be referred back to **WSIB** or other lost income benefits where applicable.

Injured workers cannot displace regular workers from their jobs.

10.09 (a) The Plant Committee, Benefits Representative, Chief Stewards, the Health and Safety Representatives and the EAP Representative shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work available they are able to perform.

(b) Stewards shall have preferential seniority in their respective areas of representation during their terms of office and shall be the last employees laid off in their area provided there is work available they are able to perform.

**ARTICLE 11
TEMPORARY VACANCIES**

- 11.01 A temporary vacancy shall be defined as:
- (a) Any function vacant due to illness, accident, vacation, leave of absence, or
 - (b) A **short term** function (s) that may arise for a period not to exceed thirty (30) calendar days, with the provision that it may be extended by mutual agreement with the Union.
- 11.02 A long term vacancy shall be defined as any vacancy addressed in article 11.01 that exceeds or is expected to exceed thirty (30) calendar days. Displaced employees on the shift will be given the first opportunity, by seniority, to fill any vacancy in their previous equalization group for the duration in production and service departments. In production, the Utility Operators on the shift will be given the opportunity, by seniority, to fill the vacancy for the duration and then any other long term vacancy on the shift except as provided in 11.04 #2(B). Service department positions will be filled as per the backup procedure.**
- 11.03 (a) When there is a temporary vacancy in a classification, including overtime situations, where backup employees are designated it shall first be filled by "back up" employees.
- (b) **Any opening created by 11.02 and 11.03(a) shall be filled by a utility operator.**
 - (c) **If there is no back up employee available, a qualified Utility Operator will be assigned on a rotation basis. If all qualified utility operators are utilized, and training is to be done, the senior non-qualified utility operator will be given the first opportunity to be trained.**
 - (d) **These utility operators will be rotated daily beginning with the most senior qualified utility operator being given the first opportunity for the assignment.**
 - (e) **The Company and the Union will maintain a copy of qualified utility operators for each back up position.**
 - (f) **Back-up positions will be posted as per Article 12.**

11.03 cont'd

(g) The following assignments will have back ups: Forklift, Order picker, Storeperson, Quality Gun Calibration, Quality (Lab), Quality Auditor, Truck Driver, Shipper, Sewer, anitor, and **Quality Discrepant Input Operator**.

- (h)
- 1) **Only employees from the production department on the shift will be eligible to apply, excluding lead hands.**
 - 2) **Employees will be accepted as per Article 12, provided they are on the shift where the vacancy occurs.**
 - 3) **A backup employee may hold only one (1) back up position.**
 - 4) **If a back up employee bids and signs on as a back up in another classification, then he/she shall no longer be back up in his/her former classification.**
 - 5) **A back up employee shall lose such position, through job posting, to a permanent vacancy in the classification or transfer to another shift.**
 - 6) **A regular employee displaced from his/her normal equalization group due to layoff provisions of the collective agreement shall be given the first opportunity of a back up temporary assignment. The employee must be working on the shift and in the plant.**
 - 7) **A back up employee may resign from such position by notifying the Human Resources Manager and/or Production Manager, in writing. The resignation will not become effective until the Company fills the back up position through job posting or within a maximum of thirty (30) calendar days from the date the resignation was submitted.**
 - 8) **An employee having lost a back up position due to the layoff provisions of the collective agreement will be reinstated as a back up employee when he/she accepts recall to his/her regular shift.**

11.04 If the temporary vacancy is in a production equalization group the following procedure will be used:

1. Number of Utility Operators

The Company and Union agree that the number of Utility Operators will be determined by the following formula:

11.04 cont'd

NUMBER OF PEOPLE ON PRODUCTION ROLL PER SHIFT
SUBTRACT ACTUAL NUMBER OF JOBS ON THE PRODUCTION LINES
EQUALS NUMBER OF UTILITY OPERATORS PER SHIFT

2. In addition to the shift utility operators, there will be:
 - a) 12 steady day shift utility operators
 - b) 8 steady night shift utility operatorsNo employee will be mandated to these positions.
3. Utility operators will be separate equalization groups.
4. The Company and Union will develop a schedule to provide for a rotation throughout all production equalisation groups no later than five (5) working days after ratification of this agreement
5. A weekly rotation schedule for utility operators will be posted in a centrally accessible area each Monday prior to start of shift.
6. A utility operator will report to the supervisor in the area as assigned above.
7. A utility operator assigned to a specific line will be utilized first for a temporary vacancy on that line.
8. If all utility operators are utilized and manpower is still required and there is still a need to fill temporary vacancies then the junior utility operator from another group will be transferred to the opening.
9. If there are no utility operators available, a junior employee available from another equalization group may be temporarily transferred to the opening.

Available means that such transferred employee will not be replaced by another employee from another equalization group.
10. Any transfers stated above will be made in the first two hours of the scheduled shift.

Any transfers made after the first two hours of the scheduled shift will result in employees transferred being paid for their lunch at straight time.

Any transfers made after the last scheduled lunch period on the shift will not result in payment for the lunch period.

- 11.05 When a seniority employee's job goes down during the course of a shift, he/she will be transferred to work available **first in their equalization group and then in their department.** Employees with the least seniority will be transferred to work available on the shift in the plant. **The Union will be informed before such transfers are implemented.**
- 11.06 When the Company requires additional employees because of a temporary period of containment, **the Union will be notified in writing.** Such positions will be offered by seniority among employees in the affected equalization group. **This period of containment shall not exceed thirty (30) calendar days unless mutually agreed between the Company and the Union to a maximum of ninety (90) calendar days.**

**ARTICLE 12
JOB POSTINGS**

- 12.01 If a permanent job vacancy exists, or a new job is created within a classification, such an opening will be posted within five (5) working days on the plant bulletin boards, for a period of three (3) working days, during such time seniority employees may make application for such vacancy. The posting will identify the following: shift, classification, equalization group and department. **The Company will have up to two (2) working days to post the name(s) of eligible bidders.**
- 12.02 (a) An employee successfully transferred through job posting shall only be entitled to two (2) such transfers in any one (1) calendar year.
- (b) In addition, an employee will be entitled to two (2) transfers into a backup position in one (1) calendar year.**
- (c) An employee eligible to a job posting shall have until the end of their shift to decline the job posting and shall not be charged a transfer.**
- 12.03 A permanent job vacancy under this article, shall be awarded to the applicant with the greatest seniority, provided they are able to perform the work required **and can report within thirty (30) calendar days, excluding approved vacation.**
- 12.04 An employee transferred pursuant to clause 12.03 shall demonstrate their ability to perform the work satisfactorily within up to ten (10) working days. The time period may be extended by agreement between the Company and the Union

- 12.05 Two (2) subsequent vacancies, created by the original posting, will be filled by a posting when the original vacancy has been filled by a successful candidate. If it needs to be filled such vacancy will be posted within five (5) working days except in extenuating circumstances. Any subsequent vacancy will be filled at the discretion of the Company after first holding meaningful discussion with the Union about the filling of such vacancy.
- 12.06 An employee will have the right to decline a job within **ten (10)** working days during the trial period and revert back to his/her former classification, shift, equalization group and department. This time period may be extended by agreement between the Company and Union. The trial period shall count as a transfer as per clause 12.02. Should an employee not qualify within the trial period, he/she will revert to his/her former classification, shift, equalization group and department. However, such trial period shall not count as a transfer as per clause 12.02. All employees must be transferred back within five (5) working days.
- 12.07 The Company will give the Union a copy of each job posting with the names of all applicants listed thereon.
- 12.08 The Company has the right to maintain a balance of experienced employees in an equalization group, so that the operation of the equalization group will not be unreasonably restricted, when moving or transferring accepted job applicants, except that the Company must transfer an accepted applicant within five (5) working days of his/her being accepted on a job posting, unless mutually agreed otherwise. In the event a large number of applicants are being moved at the same time the five (5) working day period may be extended to a maximum ten (10) working days.

**ARTICLE 13
LAYOFF AND RECALL**

- 13.01 When the Company deems it necessary to reduce the work force, the Company whenever possible, will give employees, **ten (10)** working days notice of layoff in writing. The Union will be provided a list of employees who are scheduled for layoff under this section.
- 13.02** (a) When there is a temporary layoff of no more than four (4) days, employees will have ~~the~~ option to be laid off according to the inverse order of their seniority in ~~the~~ affected department(s), on the affected shift, providing the remaining employees are able to satisfactorily perform the work to be ~~done~~. Employees will have the right by seniority to any non production work required on such shift.

13.02 cont'd

- (b) For application of this article, a day will be defined as eight (8) hours of work.**
- (c) Every effort will be made for a portion of all other departments to have the option to be laid off as laid out in 13.02(a) providing the remaining employees are able to satisfactorily perform the work to be done.**
- (d) The time limits set out may be extended by mutual agreement between the parties.**

13.03 When the Company deems it necessary to reduce the workforce by a layoff other than is provided in clause 13.02, the following procedure will apply:

- (a) Probationary employee(s) will be laid off first.
- (b) The junior employee(s) in the affected equalization group will
 - (i) bump the junior employee(s) in the department on the shift or
 - (ii) bump the junior employee in his/her normal equalization group on the opposite shift.
- (c) The employee displaced by (b) above will bump the junior employee in his/her classification and department
- (d) The employee displaced by (c) above will bump the junior employee in the bargaining unit, provided he/she can perform the work after five (5) working days training, provided by the Company.
- (e) The employee displaced by (d) above will then be laid off.
- (f) When more than one (1) employee is involved in any step of the layoff procedure, employees, by seniority, will be given the choice of vacant jobs involved by seniority.

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

- 13.05 If a laid off employee does not choose to exercise their right to bump as defined in clause 13.03 they will remain on layoff until:
- (a) **After thirty (30) calendar days**, upon advising the Company by registered mail, they will be given the opportunity of being recalled when there is a need to increase the workforce, seniority permitting, or
 - (b) After sixty (60) calendar days, upon advising the Company by registered mail, an employee shall be returned to work replacing the junior employee in the bargaining unit within ten **(10)** working days from the Monday following his/her intent to return, or
 - (c) There is a need to increase the workforce in the bargaining unit, employees will be recalled from layoff in line with their seniority. Employees may choose to waive the recall if there are junior employees with seniority still on layoff. An employee must accept recall when there are no longer any employees with seniority laid off and there is a need to increase the workforce.
 - (d) This article does not apply to the recall of employees.**

**ARTICLE 14
LEAVES OF ABSENCE**

Any employee who **will be absent** must make application for a leave of absence. Forms will be provided by Human Resource department.

- 14.01 A leave of absence may be granted by the Company to a seniority employee as follows:
- (a) The employee must give at least five (5) working days notice unless waived by the Company **or in the event of an emergency.**
 - (b) The request must be in writing with reasons for the leave **on an appropriate form supplied by the Company and countersigned by his/her supervisor.**
 - (c) The request must be for a valid reason

14.01 cont'd

(d) The Company may refuse a request for leave of absence if the leave is for an invalid personal reason or the leave will have an adverse affect on the Company's ability to operate the plant efficiently. Any refusal by the Company will be in writing with an explanation. If the Company fails to respond within **four (4)** working days, the leave of absence will automatically be granted.

(c) Extension may be granted by mutual agreement between the Company and the Union.

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

(b) They will be returned to work, provided they furnish satisfactory medical evidence of their recovery, without restrictions. If the medical evidence is provided prior to the beginning of their shift they will be returned to work immediately. If the medical evidence is provided after the beginning of the shift they may be returned immediately but no later than the next work day. The Company will have up to three (3) days to place the employee if their prior **function** no longer exists.

14.03 Pregnancy/Parental Leave

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

14.04 Union Leave

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

14.04 cont'd

- (b) Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence for a period of up to one (1) year with extension privileges, provided however, that such employee shall renew their leave of absence annually.

14.05 (a) Paid Education Leave

The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, CAW and sent by the Company to CAW Family Education Centre, PEL Training Fund, R.R.#1, Port Elgin, Ontario, N0H 2C5.

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

(b) Social Justice Fund

The Company agrees to contribute one cent (\$0.01) per hour worked to the CAW Social Justice Fund effective April 1, 1997. The Company agrees to forward the contributions quarterly to:

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

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

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

14.06 Bereavement Leave

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

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

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

14.07 Jury Duty

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty, or as a witness and on which he/she otherwise would have been scheduled to work for the Company, and wages 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 crown 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 crown 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.

14.08 Education Leave

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

- (a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence they have been accepted as a student.
- (b) On expiry of each term or semester the employee shall provide the Company with proof of attendance.
- (c) Leave may be extended for additional periods
- (d) Health care benefits will continue for a period of one (1) year. If continued beyond one (1) year, employees may elect to pay for benefits as provided in the plan.
- (e) Employees returning from such leaves shall notify the Company of their availability and desire to return to work, and the Company shall have ten (10) working days to return the employee to work following such notice, with right to exercise their seniority over the most junior employee in the bargaining unit.
- (f) The Company agrees to pay a maximum of seven hundred and fifty dollars (\$750.00) per year in tuition for a course taken by an employee which is **recognized by the Ministry of Education** when the employee has successfully completed such course or courses.

No employee shall be refused as long as junior employees remain on layoff.

14.09

Upon application the Company may grant leaves of absence for compassionate and business venture reasons based on sufficient proof of the reasons. No employee **shall be refused as long as junior employees remain on layoff.**

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

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

14.09 cont'd

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

Employees on business venture leave may elect to pay for benefits as provided in the plan.

Employees returning from such leave shall notify the Company (in writing) of their availability and desire to return. The Company shall have ten (10) working days from the Monday following receipt of such notice to return the employee to work.

14.10 Seniority shall accumulate during the period of any approved leave of absence for seniority employees.

Benefits shall continue for any approved leave except as stated in article 14.08 and 14.09.

14.11 After any leave of absence, an employee will be placed in their former equalization group if it still exists and their former classification and shift, seniority permitting, except as provided otherwise in this agreement.

14.12 An approved copy of any written leave of absence granted under the Leave of Absence section will be furnished to the employee and the Plant Committee Chairperson.

ARTICLE 15 HOURS OF WORK

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

15.02 The normal work week will consist of eight (8) hours per day, Monday through Friday.

Each shift will include a thirty (30) minute unpaid lunch period. In the event that the Company schedules three (3) shifts, a twenty (20) minute paid lunch will be included in each shift.

- 15.03 If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. The employee will transfer to the same equalization group on the opposite shift, seniority permitting. Employees will be given at least five (5) working days advance notice, whenever possible.
- 15.04 In the event it becomes necessary for the Company, because of customer requirements, to change the starting and stopping time of the normal shifts, or establish new shifts, the Company will review such change with the Plant Committee five (5) working days in advance, if possible, before such changes are effected. Employees will be given at least five (5) working days advance notice, whenever possible.
- 15.05 It is recognized that the Company has existing regular shifts which vary from the above, the existing starting and/or stopping times may be maintained during the term of this agreement. In the event that a "C" shift is established such shift will be a fixed shift and all jobs will be posted pursuant to Article 12 prior to any hiring from outside the bargaining unit.
- 15.06 All employees, unless mutually agreed otherwise, shall rotate from day shift to afternoon shift every two (2) weeks.
- 15.07 (a) A ten (10) minute rest period for all employees shall be scheduled each half shift.
- (b) If work hours is nine (9) hours or less, the break will not be observed, and is paid as an additional twelve (12) minutes at the appropriate premium.
- (c) If work hours is more than nine (9) hours, there will be a ten (10) minute rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift and an additional ten (10) minute paid rest period at the end of two (2) hours providing the overtime extends beyond such two (2) hours. **If there is overtime scheduled before the start of a regular shift or after a regular shift and runs into the next shift, then breaks will be established by mutual agreement between the Union and the Company to be taken prior to the next shift.**
- (d) When the Company must reschedule an employee(s) lunch period such employee(s) will be paid thirty (30) minutes at straight time for such altered lunch period.
- 15.08 (a) A five (5) minute paid wash up period for all employees will be scheduled immediately before the lunch period.

15.08 cont'd

- (b) No employee shall wash up or line up at the time clock prior to the five (5) minute signal but they shall have the right to punch out during the wash up period.

ARTICLE 16
OVERTIME

16.01 Overtime premiums shall be established as follows:

- (a) Time and one-half will be paid for all time worked prior to an employe's normal starting time and beyond an employee's normal quitting time in any day in the regular work week, providing the employee works all regular hours available that work day.
- (b) Time and one-half will be paid for all time worked on Saturday, except when it is part of an employe's normal Friday afternoon shift.
- (c) Double time will be paid for all time worked on Sunday
- (d) Double time will be paid for all time worked on a paid holiday covered under this agreement in addition to holiday pay.
- (e) Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

- 16.02
- (a) It has been agreed for the purpose of distribution of overtime, the overtime week shall be Sunday to Saturday. Daily overtime will be offered first to the **equalization group who has been** performing the job on the shift that day. It shall be distributed as nearly **equally as possible among employees within their equalization group.**
 - (b) No employee within an equalization group shall be more than twenty-four (24) hours of overtime ahead of another employee in the same equalization group.
 - (c) In the equalization of overtime hours the employees must have the lowest hours with highest seniority and be capable of performing **the work required.**
 - (d) **Janitors' equalization group will be offered clean-up overtime first.**
 - (e) **All daily and weekend non production overtime will be offered to employees based on the lowest hours highest seniority on the shift who are capable of performing the work required.**

- 16.03 Any employce accepting an overtime assignment hereunder, who fails to work on the day prior to such overtime day without calling the Company during the first half of their shift on such prior day to confirm their intent to work the overtime day, shall be permitted to work such overtime day only at the option of the Company.
- 16.04 All overtime will be voluntary except when Ford Seat Decking works, overtime will be mandatory up to two (2) hours a day during the regular work week up to a total of eight (8) hours per week. This may be adjusted if the customer changes their schedule. **When the Company deems it unnecessary to work the mandatory overtime as per Ford Seat Decking, then the whole shift will be allowed to leave at the same time and voluntary overtime will apply.**
- 16.05 The administrative rules for maintaining equalization of overtime hours records shall be as follows:
- (a) All overtime hours will be turned back to zero (0) January 1st of each year.
 - (b) The maintenance of equalization records shall be the responsibility of a designated member of management.**
 - (c) All information related to the equalization charts shall flow through the designated member of management.**
 - (d) The designated member of management shall be responsible for inputting information with respect to the equalization sheets.**
 - (e) Any problems associated with the accuracy of the charts on afternoon shift shall be addressed by the General Production Supervisor on that shift.**
 - (f) Any corrections made to the Equalization Charts by the General Production Supervisor shall be initialed and a copy forwarded to the designated member of management.**
 - (g) The equalization records shall display the employees' classification and equalization group. The employees' names, seniority date and total accumulated hours shall appear on the equalization records.**
 - (h) The Company shall establish standardized equalization sheets for all equalization groups.**
 - (i) The overtime groups will be established by mutual agreement between the Company and the Union.**

16.05 cont'd

- (j) All equalization sheets shall be posted daily in a central area, accessible to all employees. A copy of all equalisation sheets shall be given to the Union daily.
- (k) Canvas sheets shall be kept as back up for future corrections.
- (l) Canvas sheets shall be provided to the designated administrator of overtime.
- (m) Copies of all canvas sheets shall be provided to the Union on a daily basis.

16.06 OFFERS/ELIGIBILITY

- (a) In the cases of overtime, the order of offering shall be as follows:
 - (i) The equalisation group who usually performs the work on that shift will be asked first.
 - (ii) The back-ups, if applicable, will be asked next.
 - (iii) The utility group from that shift will be asked next.
 - (iv) The employees from the rest of the department affected on that shift will be asked next.
 - (v) The employees from that shift who are qualified to perform the work will be asked next.
 - (vi) The equalization group who usually performs the work on the opposite shift will be asked next.
 - (vii) The back-ups from the opposite shift, if applicable, will be asked next.
 - (viii) The utility group from the opposite shift will be asked next.
 - (ix) The employees from the rest of the department affected on the opposite shift will be asked next.
 - (x) All other employees from the opposite shift who are qualified to perform the work will be asked next.

16.06 cont'd

- (b) The Utility Operators overtime of the fixed shifts shall be administered as follows:
 - (i) Daily overtime -The fixed shift shall be combined with the Utility Operators on the particular shift they are working. The employee with the lowest hours highest seniority will be offered the overtime.
 - (ii) Weekend Overtime -
Fixed Day Shift - follows A-Shift Overtime
Fixed Night Shift - Follows B-Shift Overtime.
- (c) Any offer of overtime shall be made directly to the Employee.
- (d) Probationary employees shall not be offered overtime until all qualified seniority employees on the shift have been offered the overtime.
- (e) Employees on a modified work program shall not be eligible for overtime unless authorised to do so by their Doctor.

16.07 CHARGING HOURS

The manner in which the hours are charged are of the utmost importance to the accuracy of the equalisation charts. The following rules shall apply to the charging of hours:

- (a) Overtime hours recorded shall be shown as "paid hours" (for example, one hour's work at time and one-half shall be shown as 1 ½ hours and one hour's work at double time shall be shown as 2 hours).
- (b) Mandatory overtime hours shall not be charged.
- (c) If an employee is offered overtime, he/she shall be charged as having worked.
- (d) All hours charged will be recorded on the day they are offered. If the overtime is needed on or after January 01, and overtime is canvassed prior to January 01, the overtime will be canvassed by seniority in the affected equalisation group, and the hours will be charged in the new year.

16.07 cont'd

- (e) Overtime hours for all employees (including Back-ups) shall be charged to their own equalization group.
- (f) If the overtime offered is subsequently cancelled or a portion thereof, those overtime hours shall not be charged.
- (g) If an employee is absent seven (7) calendar days or less he/she shall be charged as if they were offered the work.
- (h) If an employee is absent for more than seven (7) calendar days, he/she shall be averaged into their equalisation group upon return to work.
- (i) If an employee is offered and accepts overtime and fails to report, he/she shall be charged double the number of hours originally scheduled.

The number of hours charged shall be adjusted to reflect the number of hours actually worked.
- (j) An employee on a mutual shift change shall assume the overtime hours of the employee on the opposite shift.
- (k) If an employee is newly hired, he/she shall be charged the highest hours of the equalisation group they enter. The employee shall be charged as soon as they become seniority employees.
- (l) If an employee posts into a position, and is transferred to the new position, he/she will assume the average hours charged to employees in the new equalisation group, the employee will be removed from their original equalisation group.

If an employee returns to their original position they will assume the average hours charged to employees in the group. They will be removed from their new equalisation group.
- (m) If an employee is transferred to another equalization group or accepts a long term vacancy as per Article 11.02, the employee shall assume the average hours charged to employees in the new equalisation group on the first day transferred.

16.07 cont'd

- (m) Employee's overtime hours can only be charged once for the same hours offered.
- (o) Any employee subject to having agreed to work overtime and failing to report shall be considered an absentee and shall be subject to Plant rules.

16.08 CANVAS FOR OVERTIME

- (a) Stewards and Supervisors shall canvas for overtime together using equalisation sheets.
- (b) The supervisor will advise the Union Steward prior to the canvas, of the number of employees required for the overtime.
- (c) Attendance and manning sheets shall be used to verify the whereabouts of employees unavailable at the time of canvassing.
- (d) If an error in the assignment of voluntary overtime is brought to the attention of the Supervisor by the Union and/or Employee prior to the overtime being worked and the error is not corrected, the affected employee(s) shall receive payment for overtime hours lost at the applicable overtime premium.
- (e) An employee that lists a date of return on their leave of absence form is to be considered for weekend overtime. The Company shall make reasonable attempt to contact the Employee.
- (f) An employee shall inquire into the availability of overtime before leaving or after returning to work if they want to be considered for overtime.
- (g) The company shall request that a Union representative be present while phone calls are being made for voluntary overtime.

If the Company fails to request a Union representative's presence while phone calls are being made for voluntary overtime and an error is made in the assignment of overtime, the affected employee(s) shall receive payment for overtime hours lost at the applicable overtime premium.

16.08 cont'd

If the telephone data used to canvas for voluntary overtime is incorrect through no fault of the Employee(s) and an error is made in the assignment of the overtime, the affected employee(s) shall receive payment for overtime hours lost at the applicable overtime premium.

16.09 GENERAL

- (a) Stewards shall not be carried on the equalization hours records. Whenever five (5) or more employees are working overtime within the shift or the area represented by a particular Steward, that Steward shall be assigned as one of the group to work overtime provided they are immediately capable of doing the work within the same overtime equalization group, overtime shall be alternated among them on those occasions when a sufficient number of employees are at work, so that the presence of a Steward is provided. Stewards shall not otherwise be entitled to equalize their overtime hours.
- (b) **Chairperson and** committeepersons will be maintained in their normal equalization group on both shifts. They will be offered and charged with overtime as per the normal rules.
- (c) Alternates for Stewards shall equalize overtime on the same basis as other employees. However, when alternates are asked to work in place of a Steward, their hours shall not be charged.
- (d) In the event the Company schedules an excessive number of one shift Saturday operations, the parties will meet at the Union's request to discuss and implement a method to share the Saturday overtime more evenly between shifts.
- (e) An employee working overtime shall be paid the applicable shift premium for any hours worked.
- (f) **When there is a need to transfer manpower, during overtime, it shall be done as per Article 11.**
- (g) The Company will canvas employees no later than Thursday for all weekend overtime, however, because of being a just-in-time operation the following exceptions will apply: customer production problems, material delivery shortages and quality, and absenteeism impacting schedules. However, if an emergency condition arises canvassing will be acceptable if done within the first four (4) hours of the shift on Friday.

ARTICLE 17
REPORTING IN PAY

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

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

ARTICLE 18
CALL IN PAY

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

ARTICLE 19
VACATIONS

19.01 Each employee may be required to take a two (2) week vacation each vacation year. If the Company schedules a plant shut-down, employees may be required to schedule all or part of their vacation to coincide with such shut-down. The Company will post the date of such shut-down by May 1. Any other vacation time will be scheduled at the mutual convenience of the employee and the company.

19.02 The vacation year shall begin on July 1, and end on the following June 30. An employee's entitlement to vacation with pay in any vacation year will be dependent upon length of service as of June 30 each year.

19.03 No employee shall receive less vacation pay than that to which they would be entitled under existing law at the time such vacation pay is payable.

19.04 Employees who have completed less than one (1) year of service as of June 30, of the year preceding the vacation year will receive vacation pay of four percent (4%) of their total earnings to the date and shall be granted a minimum of one (1) day for each month of service, to a maximum of five (5) working days for vacation purposes.

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

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

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

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

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

19.06 If work is required during a vacation shutdown period, the opportunity to work will be offered to employees by seniority unless special skill is required. An employee who works during the shutdown may decline to take such vacation, but will be paid vacation pay accordingly.

19.07 An employee who has satisfactory medical evidence that they were hospitalized, or were otherwise disabled to a similarly serious extent, preventing them from taking or continuing their scheduled vacation, shall be eligible for weekly vacation disrupted by the disability. The time of the postponed vacation shall be mutually agreed between the employee and the Company.

- 19.08 When an employee has worked sufficient time to draw vacation pay and/or vacation bonus and dies, the surviving spouse, children, or estate shall be entitled to his/her vacation pay and/or vacation bonus.
- 19.09 The Company will post the annual vacation shutdown by May 1. Employee Request Forms will be handed out by May 1, and will be returned by May 15. Employees will be notified by June 2, whether or not the vacation time can be granted as requested. If the Company does not respond the vacation request will be automatically granted. Every effort will be made to grant the employee's request, considering the needs of production and giving preference by seniority. Any slip not returned by May 15, will be given last preference regardless of seniority.
- 19.10 **Vacation allowance shall be computed as follows:**
- Total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending June 30, prior to the vacation year. It is understood that as long as Ford Canada schedules its vacation shutdown within the first two (2) weeks of July vacation pays will be calculated from June 16 to June 15 each year. Once Ford Canada changes to a later shutdown the Company will recalculate the vacation pays to pick up the last two (2) weeks of June in such calculation. Vacation pays will be made available on a separate cheque by the last pay period prior to the annual vacation shutdown.
- Employees may opt to receive their vacation pay at the time of their scheduled vacation when requested in advance on an employee request form.
- 19.11 Effective July **1, 2000** there will be an additional **forty (40) hours** of paid vacation each year for all employees (**effective July 1, 2001, forty eight-48**) with at least one (1) year of service **as of June 30**. The hours may be scheduled in four (4) hour increments which may be taken consecutively. The employee must make his/her request in writing to their supervisor five (5) days prior to the time requested. This time limit may be waived by the Supervisor in special cases and will receive payment on their normal pay cheque.
- The request will be granted provided it does not cause a production problem. In the event more than one (1) employee requests time and all requests cannot be granted, seniority will prevail.

19.11 cont'd

In the event the additional hours or part of the additional vacation hours is not used by June 30 of the following year the employee will receive payment at their rate of pay including COLA at that time.

19.12 A vacation bonus of five hundred (\$500.00) dollars will be paid each year of the agreement to employees, with at least one (1) year's service by June 30th, who have worked a minimum of 1000 hours and are eligible for vacation in the prior vacation year during the month of December (by December 15). (1st payment December 15, **2000**, 2nd payment December 15, **2001**, final payment December 15, **2002**). Employees will have the option to have the bonus transferred to an RRSP of their choice, subject to the rules of Revenue Canada.

For the purpose of calculating the 1000 hours paid holidays, jury duty, bereavement leave, Union leave, vacation time and hours absent while on Workers' Compensation shall be considered as hours worked.

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

**ARTICLE 20
PAID HOLIDAYS**

20.01 During the life of this collective agreement, the Company agrees to observe any paid holidays agreed to between its customer, and the C.A.W. Such holidays will be observed on the day on which the customer observes them.

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.

20.02 An employee who has completed his probationary period on or before the date of a Paid Holiday shall receive eight (8) hours pay at the employee's straight time rate for such Paid Holiday, providing the employee works the full regular work day immediately preceding and following the Paid Holiday. An employee who is absent from work on the regular work day preceding or following the Paid Holiday shall be paid for the holiday, provided he furnishes satisfactory proof that such absence was for reasonable cause. An employee shall not lose more than two (2) Paid Holidays for any one day of absence.

20.02 cont'd

Employees that are late within a two (2) hour period from the start of their shift and provide a reasonable excuse to the Company will not lose their Statutory Holiday pay.

20.03 An employee on layoff, sick leave as per clause 14.02 or approved leave of absence when a holiday is observed will be paid for such holiday provided he/she worked at least one (1) day during the fourteen day period prior to or following the paid holiday.

Employees with the necessary seniority who have been laid off in a reduction of the work force in the month of December will be considered eligible to receive pay for the holidays assigned to the Christmas period of that respective year.

20.04 When a holiday, falls within an eligible employee's approved vacation period, and they are absent from work during their regular scheduled work week because of such vacation, they shall receive an extra day off for each holiday and they shall be paid for such holiday. When applicable, it will be rescheduled at the same time as the customer reschedules their holiday.

20.05 Should the annual vacation shutdown begin on a qualifying day following a paid holiday such qualifying day shall be waived.

ARTICLE 21 WORK ASSIGNMENTS

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

21.02 (a) Should a dispute arise concerning a job assignment it shall be investigated by the Company and the Union without undue delay, within three (3) working days. A Union Health and Safety Representative and/or Ergonomics Representative may be involved in the investigation. The Company will provide copies of all relevant information required for such investigation upon request.

(b) Notification - An employee that disputes a work (job) assignment must notify their supervisor and union steward. If work (job) assignment dispute cannot be resolved by the supervisor to the satisfaction of the employee, the supervisor must notify the General Production Supervisor and the union steward.

21.03 The employee must accept the job assignment and continue working until such investigation is completed. The employee will receive assistance if required until such time as the Company has thoroughly reviewed the complaint and has either altered the work assignment or determined that the work assignment meets the requirements of clause 21.01.

- (a) **Assistance – Before a work (job) assignment is investigated, an employee shall receive “assistance”.**

The General Production Supervisor shall decide on the appropriate assistance required by the Employee under the circumstances. In determining the appropriate level of assistance, the General Production Supervisor shall incorporate the suggestions of the employee so long as the suggestions are reasonable under the circumstances and the General Production Supervisor shall notify the union.

The meaning of “assistance” must remain undefined in order to allow the General Production Supervisor the flexibility to order the assistance necessary in the particular circumstances.

The employee shall receive assistance until such time as the Company has either altered the work (job) assignment or determined that the work (job) assignment meets the requirements of Article 21.01.

The Company shall communicate to the Union/Employee on the opposite shift that assistance is being received on the other shift. Assistance shall be provided, if required.

- (b) **Investigation – A work (job) assignment dispute must be investigated within three (3) working days. The time period for investigation may be extended by agreement between the Company and the Union.**

An employee that disputes a work (job) assignment must accept the work (job) assignment with assistance as directed by the General Production Supervisor and continue working until the investigation of the dispute is completed.

After the employee has received “assistance”, the Supervisor, General Production Supervisor, employee and Union shall meet to determine whether the work (job) assignment is related to time; health and safety; or ergonomics.

21.03 cont'd

Ergonomics and/or Health and Safety issues shall be referred to the Health and Safety Committee to be resolved through their process.

The first step in investigating a work (job) assignment dispute on time shall be audit of the operation description sheet with the Employee and Union. If the operation description sheet is wrong, it will be updated along with the time study. The Company Industrial Engineer shall subsequently review the work (job) assignment and make necessary changes. Copies of the update(s) shall be delivered to the Union.

If the operation description is correct or the company Industrial Engineer makes changes to the work (job) assignment, the Union Time Study Representative shall verify the time study.

If the Union Time Study Representative concludes that the Company's time study is not accurate, he/she shall inform the Company Industrial Engineer of the discrepancy. Upon notification by the Union, the Company Industrial Engineer shall review the Union time study date. If the Company Industrial Engineer agrees with the Union time study, the operation description sheet shall be updated along with the Company time study. Copies of the update(s) shall be delivered to the Union. If the Company Industrial Engineer does not agree with the Union time study, the Union is entitled to grieve the work (job) assignment dispute directly to Step Three (3) of the grievance procedure. Assistance will continue during this process.

Upon completion of the investigation, the Company agrees to provide copies of all relevant information to the Union upon written request.

- 21.04 (a) A decision of the Company regarding a work (job) assignment dispute may be grieved by the Union directly to Step Three (3) of the grievance procedure.
- (b) A decision of the Company regarding a work (job) assignment dispute which remains unresolved at Step Three (3) of the grievance procedure shall be moved to a mutually agreed arbitrator.

21.04 cont'd

The Company and Union shall agree on permanent arbitrator(s) for the purpose of reviewing production standards. Arbitrators shall be experienced in the methods used to establish production standards.

If either party finds cause for dissatisfaction with the arbitrator, the arbitrator shall be terminated and a replacement shall be selected from the remaining arbitrators. If no arbitrators are remaining, the Company and Union shall select a mutually agreed arbitrator. An arbitrator cannot be terminated by either party while arbitrating an issue on a production standard still in dispute.

The Company and the Union agree that the decision of an arbitrator is final and binding.

The above mentioned arbitrator(s) shall be selected from the Ministry of Labour's list of arbitrators.

21.05 The Union shall have the opportunity at any stage of the dispute, to utilise external or internal representatives for the purposes of in evaluating disputed work (job) assignments.

21.06 When a production standard is altered or major change occurs, the Union, and the affected regular rotation group and/or employee(s) will be notified. A dispute must be raised within thirty (30) calendar days of such alterations or major changes occurring.

21.07 When the Company intends to change or eliminate a classification or any function the Company will first review such with the Union. Changes are subject to 21.01 above.

**ARTICLE 22
INSURANCE AND PENSIONS**

The Company agrees to continue the present benefits with the following improvements:

Pension Plan: The Company agrees to continue the pension plan with a benefit \$16.00 per month per year of service.

1) Life Insurance: **\$33,000 effective April 1, 2000**
\$34,000 effective April 1, 2001
\$35,000 effective April 1, 2002

Optional Life: Increase maximum to \$200,000 effective April 1, 2000.

**Dependent Life:
\$35,000 spouse/\$14,000 child effective Apr 1/00
\$40,000 spouse/\$16,000 child effective Apr 1/00**

5% reduction for dependent life

**A.D. & D.: \$21,000 effective April 1, 2000
\$22,000 effective April 1, 2001
\$23,000 effective April 1, 2002**

2) Weekly Indemnity:

Qualifying Period none, if disability is due to accident, 3 calendar days if due to sickness (if hospitalized, **female seeking sanctuary at a Woman's Abuse Centre or outpatient surgery** due to sickness prior to the end of the qualifying period, benefits commence from the first day of hospitalization or date of surgery). **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.**

(a) Benefit Period - 26 weeks

(b) 66 2/3 of normal rate of pay including COLA times 44 hours (including overtime premium).

(c) Subject to eligibility, the Company will provide for Weekly Indemnity payments while a **WSIB** claim is being processed or where a claim has been suspended. The employee must provide a waiver for reimbursement when the **WSIB** claim has been approved or reinstated. **All monies received will be taxed as per current tax schedule at employee's request.**

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

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

- (f) Physician Fees: The Company will not pay for physicians' fees for completion of the initial EI or insurance carrier medical forms. Any additional medical evidence after the first submission being requested by the Company or the carrier will be paid by the Company, provided that the initial claim form has been completed as required. If the employee cannot meet the return-to-work date or there is no return date specified, as indicated on the disability form, any request for additional medical evidence will be paid by the employee.

Disability Dispute Resolution Process

The Company and the Union wish to see weekly indemnity and long term disability claims processed in a fair and expedient manner. The provisions are **as follows:**

(a) Notice of Denial or Suspension of Disability Benefits:

- (i) The insurance carrier will contact an employee's attending physician directly when requiring additional medical information to ensure there is no undue delay in processing claims.
- (ii) In the event the Company or Insurance Carrier wishes to challenge any claim which meets the basic criteria of being under the active and continuous care of a legally licensed physician and who is following the treatment prescribed by that physician then it shall pay the claim pending sending the employee to a physician of their choosing **with seventy-two (72) hours advanced notice given to employee.**
- (iii) The Company or Insurance Carrier will provide an employee on disability leave with advance notice of intention to suspend benefits. No suspension of benefits will take place provided the employee is continuing to be treated by a legally licensed physician until the procedure in (b) below has been followed.
- (iv) The Union's Benefits Representative will receive a copy of all correspondence related to any intended denial or suspension. **The employer shall supply a medical waiver for the Union Benefits Representative to have access to the employee's medical file as it relates to the specific claim. This waiver is signed at the employee's discretion. All information will be forwarded within 24 hours.**

Art. 22 Section 2 cont'd

(b) Dispute Resolution Process

Where there is a dispute between two (2) physicians on the ability of the employec to return to work, the dispute shall be handled in the following manner:

- (1) The Company will instruct the carrier to provide the physicians with a description of the employee's job duties. The physicians will be asked to discuss the case by phone to see if there is agreement.
- (2) If the physicians still disagree, the Union and the Company shall review the matter and determine the appropriate examiner (i.e. general practitioner, specialist) for a third party independent medical opinion (IMO). The IMO shall be binding.
- (3) The Company will give the employee 72 hours advance written or verbal notice of the scheduled third-party examination.

(c) Conditions in the Dispute Resolution Process

During the Dispute Resolution Process as described in Section B, the following conditions shall apply:

- (1) Reasonable effort will be made to determine why an employec failed to show up for a scheduled examination.
- (2) 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 physician to inform him/her of the employec's status.

(d) Termination of Disability Benefits

Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employec is "able to return to work", disability benefits shall terminate as of the date of the examination or, if later, the date that the examination results are made available to the employec

Art. 22 Section 2 cont'd

(e) Modified Work

The availability of modified work will not be a factor in terminating an employee's disability claim. If the employee is able to return to work with restrictions but such work is not available or the employee does not have the seniority to qualify for the position, the employee will remain on disability.

(f) Cost of Medical Note

Where the Company or the carrier requires a medical note, including but not only a third party IMO, the Company shall cover the cost of the note.

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 twenty-two cents (\$0.22) per kilometer.

3) Long Term Disability: Increase monthly amounts as follows:

April 1, 2000	\$1,600
April 2, 2001	\$1,700
April 3, 2002	\$1,800

Qualifying Period 6 months

Benefit Period five (5) years

Definition of Total Disability: Due to sickness or injury, an employee is unable to perform the regular duties of their own occupation during the Qualifying Period and the next two (2) years. After this period, total disability means their inability to work at any occupation for which they are or may become qualified by training, education or experience.

4. Hearing Aid: Provide for Hearing Aid benefit of up to **\$550.00 effective April 1, 2000** for a hearing aid in any three (3) year period, up to **\$1,100** if two hearing aids are required.

Art. 22 Section 5 cont'd

5. Dental Plan:

Deductible \$10.00 Individual
\$20.00 Family
per calendar year - not applicable to Level V.

(a) Increase crowns and bridges maximum to **\$2,000** lifetime

(b) Increase orthodontic maximum to **\$2,000**

(c) Delete maximums for all other dental benefits other than those covered in (a) and (b) above.

Current Ontario Fee Guide for General Practitioners

6. Drug Plan: Deductible \$2.00 per prescription

7. Extended Health Care: Semi Private coverage

(a) Vision Benefit: Add coverage for dependent children to a **maximum** of \$80.00 in alternate years for prescription changes only.

Benefits increase:	April 1, 2000	\$215.00
	April 1, 2001	\$220.00
	April 1, 2002	\$225.00

(b) (i) Increase annual maximum for speech language pathologist to **\$450.00** per year.

(ii) For **psychologist** services, increase the annual maximum to **\$450.00**. **Professional services with Counselor with Bachelor of Social Work have been added.**

(iii) For the services of chiropractor, osteopath, naturopath, **massage, physiotherapist** and a podiatrist or chiropodist, increase the annual maximum for each practitioner to **\$450.00 effective April 1, 2000**. The chiropractor payment for any initial portion not covered by OHIP will be paid up to a maximum of \$10.00 per visit.

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

Art. 22 cont'd

9 Employees on layoff will continue to receive benefit coverage up to but not including the first day of the **seventh (7th)** month following the date of layoff. Employees so covered may continue benefit coverage for a further twelve **(12)** months by paying to the Company the prevailing group premium rates payable by the Company on the employee's behalf provided that the employee's payment is received by the Company no later than the 15th of each month in which premiums are due. Employees may select all or part of the benefit coverage as follows:

Drug & Major Medical
Dental
Vision
Life Insurance

10. Legal Services Plan

The Company agrees to begin funding at the rate of **nine (9)** cents per hour worked effective April 1, **2000**. The CAW Legal Services Plan will be implemented as of in the **same** form as that which is in place in the other **Lear plants**

11. Supplemental Unemployment Benefit

Such plan will form Exhibit "B" of this agreement and will contain the contributions and benefits as described in the Kitchener agreement, with access to the current fund effective September 1, 1997 with contributions being put into the joint fund beginning April, 1997.

**ARTICLE 23
GENERAL**

23.01 Employees not in the bargaining unit, home workers, casual labourers or other employees of outside contractors shall not perform any work which is recognized as work of the bargaining unit, except:

- (a) In an emergency. When an emergency exists requiring extended bargaining unit work the Company will call in employees from the other shift.
- (b) In the instruction and training of employees;
- (c) In the development of products and preparation of samples;
- (d) In the development of the method of operation;

23.01 cont'd

- (e) In the performance of work bargaining unit employees lack the skills to perform;
- (f) To meet required time limitation.

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

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

23.02 Pay Cheques

- (a) The Company agrees that employees will be paid through direct deposit and will receive their pay stubs before the end of their regular shift each Thursday. When an employee has a pay shortage of sixty dollars (\$60.00) gross or more the discrepant amount will be paid **on Friday following the Thursday receipt of pay stubs. If a holiday is observed on the Friday, then the discrepant amount will be paid by the end of the regular shift on Thursday.**
- (b) No deductions will be made on any individual's pay without notifying employees in advance, **in writing**, of such deduction. Any other payroll adjustments will be accompanied with a written explanation.

23.03 Lead Hands

A lead hand must lead a group of people in their equalization group. They may be required to perform the regular duties of their normal classification and, **train employees on jobs in said normal classification.** An employee may only be a lead hand in their regular **equalization group** and shall have no rights over and above any **employees.** They will report directly to the supervisor of **their equalization group** and will not be involved with the hiring, separation or formal or informal disciplinary procedures of the Company. Lead hands shall be subject to all terms of this agreement.

23.04 Change of Address/Phone Number

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

In cases where the employee is on layoff or leave of absence such notice will be given by registered mail.

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

23.05 Union Orientation

The Company agrees when a new employee is hired, the Chairperson will receive **a list of said employee(s)**. The Company will allow the employee(s) **to meet with the Union for orientation purposes for up to a two (2) hour maximum.**

23.06 Every effort will be made to ensure that the moving of production materials will be performed by the appropriate worker(s). Maintenance workers shall only move production materials with a forklift in the event of unforeseen circumstances that interfere with their assignment.

23.07 Employee Assistance

In addition to the serious consequences to the individual, both parties recognize that **personal problems** contribute to absenteeism, turnover and other disruptions of the work force. Furthermore, it can adversely affect safety, job performance, and employee morale.

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

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

23.07 cont'd

The Company will strive to cooperate with the Union in supporting and emphasizing the objectives of an employee assistance program.

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

An alternate will be identified on each shift to function on the afternoon shift handling emergency situations.

The Company agrees to provide a glassed in board for the exclusive use of the Employee Assistance representative to provide information and educational material for employees.

23.07

Appendices

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

**ARTICLE 24
HEALTH AND SAFETY**

- 24.01 (a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees.
- (b) The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.
- (c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing health and safety legislation.

24.01 cont'd

- (d) The parties agree to abide by all provisions of the Occupational Health and Safety Act (R.S.O. 1990 C.O 1.) and its regulations in effect on September 1, 1995. If services become unavailable the parties will meet to come up with a remedy.
 - (e) It is understood that when the term Health and Safety Committee is used that it shall mean the Union/Management Joint Health, Safety and Environment Committee.
- 24.02 The wearing of safety glasses is compulsory in areas designated by the Joint Health and Safety Committee.
- The Company will bear the full cost of the first pair of such glasses including prescription lenses with a variety of frames, where required, and the employees that require bifocal lenses shall have basic type of lenses.
- In addition, the Company will assume the cost of replacement safety glasses only if they are damaged on the job or if a new prescription is required.
- The Company will provide hearing protection at no cost to employees and will replace, repair, or cause to be repaired without cost to the employee, any hearing protection that is accidentally damaged during the course of employment if not due to personal negligence or carelessness or lost.
- 24.03 The Company will subsidize the purchase of safety boots and shoes to a maximum of eighty-five (\$85) dollars per calendar year for those employees who are required to wear safety shoes.
- 24.04 Where the nature of the task assigned to an employee requires the use of other special equipment or clothing, such other equipment or clothing will be provided by the Company in good repair.
- The Company agrees to maintain and or improve present practices and review with the Health and Safety Committee, any additional requirements.

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

The Union Health and Safety Representatives and two (2) alternates will be trained as Certified Worker Representatives, with the cost of such training to be paid by the Company. Extra training will be by mutual agreement and the Company will pay the cost, when agreed.

On health and safety complaint, the on shift Union Health and Safety Representative will investigate with the affected employee and immediate Supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the on shift Union Representative requires assistance, he/she may request through the supervisor the presence of the Union Co-Chair.

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

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

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

(a) Meet at least bimonthly at a mutually agreed time and date with Company Health and Safety Representatives to:

(i) Review health and safety conditions within the plant and make recommendations as deemed necessary and desirable, and

(ii) Review, recommend, and participate in the development of plant safety education, information programs, and employee job related safety training programs.

- (b) Make monthly inspections of the plant with Company Health and Safety Representative(s) to assure there is a safe, healthful and sanitary working environment.
- (c) For purposes of making health and safety inspections, the National Union Health and safety Staff Representative(s) with proper advance notice, have access to the plant and locations where members of the Union are employed, when accompanied by the Company Health and Safety Director or their designate.
- (d) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such
- (e) Receive all accident reports and when a serious accident occurs the Supervisor and the on shift Union Health and Safety representative will jointly conduct the initial interview with the employee.
- (f) When a condition exists and tests are needed the Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide, air flow **and humidity** and will train the Union Health and Safety Representatives in their use. When the conditions of the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

When a potentially hazardous condition exists and testing is required to make a determination regarding the existence of such hazard, the Company will, within practical limits make available the appropriate testing equipment upon request of the Joint Health and Safety Committee.
- (g) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.

24.06 cont'd

- (h) The Company will provide any software and data the Company has at its disposal related to Health and Safety and worker compensation issues **and/or production standards including Internet access to CCOHS** to the Union Health and Safety Representatives. Any confidential data will not be released without proper authorization.
- 24.07 The Company will continue to disclose the identity of all known physical agents, toxic materials or other hazardous substances to which workers are exposed. Also symptoms, medical remedies and antidotes at the request of the Union.
- 24.08 (a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examination and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.
- (b) Provide to each employee or their physician, upon written request of the employee, a complete report of the results of any such tests or examination, and will review the test results with the employee.
- 24.09 The procedures established in this health and safety program shall not preclude the right on any employee to file a grievance at Step One of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remain the management and Plant Committee.
- 24.10 (a) An employee has the right to refuse hazardous work which may harm the employee or any other person in the workplace.
- (b) When a worker exercises his or her right to refuse he or she shall notify the Supervisor who shall promptly notify the on shift Union Health and Safety Representative who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
 - (c) **Up until the Ministry of Labour has been notified**, the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the on shift Union Health and Safety Representative.
 - (d) If the Union and the Company cannot agree on a remedy to the work refusal, the government inspector shall be called in.

24.10 cont'd

- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined by the Company for acting in compliance with this Article.
- (f) For the employee who refuses work under this Article and all employees affected by the refusal and any direction under this Article there shall be no loss of pay, seniority or benefits during the period of refusal.
- (g) The Company agrees that all members of the Joint Health and Safety Committee have the right to investigate dangerous circumstances at the workplace.

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

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

24.12 The Company will install a "lock-out system" on machinery and equipment in conformity with the Ministry of Labour. A lock-out program shall be jointly developed and delivered by members of the Joint Health and Safety Committee. Such training shall be no more than four (4) hours in length for maintenance personnel. **The Joint Health & Safety Committee will monitor the effectiveness of the "Lock Out System".**

24.13 Any moving machine which is in an unsafe or hazardous condition, shall be "red tagged" until it is made safe.

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

(b) If an employee is injured in the plant and the Company wishes to place him/her on a job within their capabilities, the employee shall be paid their own rate or the rate of the job, whichever is greater.

24.14 cont'd

(c) Employees returning from Workers' Compensation, while still partially disabled, shall be paid as per (b) above except that when Workers Compensation Board is still providing the employee with partial benefits, they shall receive the rate of the job.

(d) If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant and/or to the employee's home.

It is further agreed that an employee will be paid for reasonable time lost due to subsequent treatments related to an occupational injury or illness when such treatments are arranged by a doctor or **medical practitioner** during their regular working hours subject to proof of attendance.

24.15 In addition to clause 24.05 the Company agrees to provide up to a total of forty-five (45) working days with pay for the Union Health and Safety Representatives and Plant Committee to participate in CAW Health and Safety Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

24.16 It is agreed that a joint ergonomics sub committee of the Health and Safety Committee will be established. There will be an equal **number** from the Union and an **equal number** from the Company. All members of the Joint Health and Safety Committee will receive appropriate training **within six (6) months of ratification**.

(a) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the company shall hire a consultant. The Committee shall have input in such selection **and shall be given the opportunity to be present during any investigation** to ensure that the consultant selected is qualified to address the ergonomic concern.

(b) The Committee shall consider all issues pertaining to proper application of ergonomic principles.

24.17 Each year on April 28, at 11:00 **a.m./p.m.**, work will stop on **each shift** and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

24.18 It is agreed that a Joint Environment Sub Committee of the Health and Safety **Committee** will be established. There will be **an equal number** from the Union and **an equal number** from the Company, **with a minimum of two (2) from each party.** **The representative(s) will come from the Health and Safety Committee.** All members of the Joint Health and Safety Committee will receive appropriate training. **Meetings will be held on a quarterly basis.**

24.19 The Company agrees to inform the Joint Health and Safety Committee in advance of any changes including but not limited to plant layout, **new** equipment/machine, or substantial modification to any job before the change.

**ARTICLE 25
PLANT MOVEMENT**

25.01 The Company agrees to meet with the Union prior to the transfer of any operation(s) from the plant in an effort to minimize the impact on employees. Such discussion shall include exploring the possibility of transferring employees with the operation(s).

25.02 In the event of a layoff which is expected to result in seniority employees being permanently laid off, such laid off employees who make application through the Company will be given due consideration on a seniority basis over other applicants who have not previously worked for the Company for job openings in other CAW represented Lear Corporation plants. An employee hired under this provision shall retain recall rights per their collective agreement. They shall begin in their new plant as a seniority employee with their date of hire in the new plant being their seniority date. Their Company accumulated seniority will be recognized for eligibility purposes of vacation entitlements as provided in the new plant.

25.03 Any seniority employee may make application through the Company for possible future job openings as indicated in clause 25.02 above and the Company shall give due consideration to any such application. Any employee hired as per this clause shall retain seniority rights in this plant until such time as they successfully completed their probationary period in the new plant.

**ARTICLE 26
DURATION**

26.01 This agreement shall become effective on April 1st, **2000** and shall remain in full force and effect until midnight, March **29, 2003** 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.

Signed this **1st** day of April, **2000**:

FOR THE COMPANY

**John Fowler
John Lanier
Robert Bryan
Elie Ghazal
Michael Thibodeau
Mark Soave
Glen Craig
Patty Warner**

FOR THE UNION

**Hemi Mitic
Wayne McKay
Sim Gill
Lenox cooper
Barry Milligan
Grant Seely
Tarek Mansour
Carlos Travassos
Terry Hillier
Jeff Harrison
Fernando Ciccarelli
Zoran Spasojevic
Tim Hale**

APPENDIX "A"

This Appendix "A" referred to in Article 23 and forming part of this agreement, made between Lear Canada Corporation, and the National Automobile, Aerospace Transportation and General Workers Union of Canada (CAW) and its Local Union 1256, dated this 1st day of April, 2000.

Department Classifications		Apr. 1, 2000	Apr. 1, 2001	Apr.1,2002
Production	Assembler Utility Operator Relief Operator	\$21.67	\$22.37	\$23.07
Materials	Forklift Order Picker Truck Driver Shipper storesperson			
Quality	Quality Auditor Quality (lab) Quality (Gun Calibration) Sewer Discrepant Input Operator			
Janitor	Janitor			
Skilled Trades	Electrician Maintenance	\$28.17	\$29.37	\$30.53

Hiring Rate: start rate shall be eighty-five (85%) percent of the classification rate increasing to ninety (90%) percent after four (4) months employment, ninety-five (95%) after eight (8) months and Cull rate at the end of twelve (12) months employment.

Shift premium sixty (60) cents per hour afternoons
 one (1) dollar per hour C-shift

Lead I-land fifty (50) cents per hour

APPENDIX "B"
COST OF LIVING ALLOWANCE

This Appendix "B" referred to in Article 23 and forming part of this agreement, made between Lear Canada Corporation, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) and its Local Union 1256, dated this 1st day of April, 2000.

All employees in the Bargaining Unit shall be granted a cost-of-living allowance for each hour actually worked or for the time when the employee receives pay in lieu of work. Such cost-of living allowance to be determined in the following manner.

Eighty seven (87) cents of the current ninety two (92) cents are folded in and reflected in the rates listed in Appendix "A" with the remaining five (5) cents remaining as a float.

In computing the adjustment of COLA due in May **2000** and after, a table will be constructed *using* the Index number equal to the December **1999** CPI published by Statistics Canada.

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

First adjustment effective May 1, **2000**.

Each year the effective dates of adjustment shall be August 1, November 1, February 1, and May 1 based on the index for June, September, December and March which are published in July, October, January and April.

APPENDIX "C"
SKILLED TRADES

This Appendix "C" referred to in Article 23 and forming part of this agreement, made between Lear Canada Corporation, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 1256, dated this 1st day of April, 2000. The provisions of the general agreement shall apply to employees in the Skilled Trades classification except as altered by the provisions of this Appendix "C".

SECTION 1

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

- (a) Who presently holds a Journeyman's/Journeywoman's classification in a skilled trade occupation;
- (b) Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;
- (c) Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he/she claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A CAW/UAW Journeyman's/Journeywoman's Card will be accepted as proof;
- (d) Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above;
- (e) 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.
- (f) The Company and the Union agree to review the feasibility of instituting an apprenticeship program during the life of the collective agreement.

SECTION 2: SENIORITY

Future employees entering a trades classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "A".

Seniority of the Skilled Trades shall be by non-interchangeable occupations or trades. There shall be a separate seniority list by Basic Trades or classification for Skilled Trades employees. Such employees will not be listed on the departmental seniority list. There will be no carryover of seniority between Skilled Trades classifications.

SECTION 3: REDUCTION OF SKILLED TRADES WORK FORCE

Preamble

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.

- (1) 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.
- (2) Recall shall be made in reverse order of layoffs.
- (3) In the event of reduction from any Skilled Trades classification, the position of Maintenance Helper will be eliminated first.**
- (4) The position of Maintenance Helper in the Maintenance Department will be discontinued after the current employee leaves his post.**

SECTION 4: TOOL ALLOWANCE

The Company agrees to arrange with a Tool Supplier for the purchase of tools required in the performance of a trade for each Skilled Trades employee. The Company further agrees to pay for a tool allowance annually up to three hundred (\$300.00). Employees will be allowed to carry over to the next year any unused portion of the annual three hundred dollars (\$300.00).

Any tool purchases beyond the allowance may be paid through a payroll deduction.

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

SECTION 5: LEAD HANDS

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

SECTION 6: EDUCATION

- (a) Where an employee desires to further their work knowledge in their particular Skilled Trade by taking courses related to their trade, the Company agrees to assist them with such training when they comply with the following procedure:
- (1) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course.
 - (2) Received the approval of the Human Resources Manager or their designate before proceeding to take such course.
 - (3) Satisfactorily completes such course.
- (b) Reimbursement for tuition and required text books will be made, by the Company up to \$900.00 after the employee provides satisfactory evidence of successful completion of the course.
- (c) Such courses must be taken during the employee's non-working hours. Employees working afternoon shift shall have time off from work to attend classes without pay. Approval under this clause will be for up to one (1) year with extensions if necessary, provided each section is successfully completed.

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

SECTION 7: DUES SKILLED TRADE COUNCIL

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

Appendix C cont'd

SECTION 8: CLOTHING

The Company will provide coveralls and cloth hand wipes upon request for all Skilled Trades employees.

SECTION 9: SUB-CONTRACTING SKILLED TRADES

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

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

SECTION 10: WEEKEND OVERTIME EQUALIZATION

Maintenance overtime will be equalized as per Article 16.

SECTION 11 FULL COVERAGE

When an employee in a skilled trades classification is absent on any shift the Company will fill such vacancy, when necessary, by offering the opportunity to stay over four (4) hours and by calling in employees from the next shift four (4) hours early. Such opportunities will be through the normal equalization of overtime.

SECTION 12: TRAINING

The company will provide appropriate training when new equipment or technology is introduced into the plant.

SECTION 13: LINES OF DEMARCATION

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

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

SECTION 14: REPRESENTATION

The company and the Union agree that when there are complaints and grievances pertaining to Skilled Trades employees, any discussions and resolves that involve the Union will include the appropriate Skilled Trades Union Representative(s).

Appendix C cont'd

SECTION 15: VACATIONS

Employees in the Skilled Trades shall schedule their annual vacations as per Article 19.09. Requests for vacation during the annual vacation shutdown may be granted. Should the Company not require such employee(s) during the annual vacation shutdown and they have previously approved vacation at some other time then they shall not be required to take vacation time during the shutdown period.

SECTION 16 MAINTENANCE DEPARTMENT PROJECTS AND OUTSIDE CONTRACTOR ACTIVITY

In order for the company and the Union to comply with the intent of the collective agreement as it pertains to non-maintenance projects and outside contractor activity, such work will be reviewed on a regular basis at a meeting between management and the Plant Skilled Trades Representative. Meetings will take place as often as necessary but not less than once per month.

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

SECTION 17 EXISTING AND NEW TECHNOLOGY

When new technology is introduced into the Oakville Plant the company will provide training to skilled trades personnel where appropriate. Such training will normally consist of instruction in the operation, maintenance, preventative 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.

SECTION 18 EXTENDED WARRANTIES

It is agreed by the parties that normal warranties excluded, the Company will not purchase extended warranties from outside vendors to perform work normally performed by the bargaining Unit.

SECTION 19 EQUIPMENT RENTAL

The Company will rent necessary equipment, to facilitate new installations and trouble shooting by the Skilled Trades when the need arises and is reasonable, on a case-by-case basis as referred to Section 9a.

SECTION 20: SKILLED TRADES TOOL INSURANCE

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

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

Claims processed under this provision will be subject to thorough investigation. The company shall provide a form to be filled out for the purpose of recording the employee's tools. The employee shall be responsible for ensuring that this form is properly filled out, including all additional tools.

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

SECTION 21 MAINTENANCE DEPARTMENT WORK SHOP

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

Appendix C cont'd

SECTION 22: MAINTENANCE CRANE

The Company recognizes the concern of Skilled Trades on lifting steel. Purchases of steel, whenever possible, will be made in manageable lengths. **The Company further agrees to provide an appropriate device to lift and carry heavy steel to and from work and/or storage areas. The location and structure of the steel storage areas shall be such as to accommodate reasonable access and use of the lifting/carrying device.**

SECTION 23: Maintenance "C" Shift

The shift hours will be Sunday through Friday:
11.00 pm 7.00 am
7.00 am 3.00 pm
3.00 pm 11.00 p m

There will be a twenty minute paid lunch.
The C shift will be a fixed shift.

We agree that the afternoon shift on Friday 3:00 pm 11:00 pm will have ownership to the two hours overtime from 11:00 pm to 1:00 am. This overtime will be mandatory. This agreement is in no way binding or precedent setting for future three shift operations.

SECTION 24: MODIFIED WORK

Should a Skilled Trades employee become medically unfit and unable to follow his/her Skilled Trade, both the Company and the Union will cooperate in endeavouring to place such employee on a job he/she is capable of performing as per Article 10.08. Employee's normal rate of pay will be maintained. In the event that an employee is subsequently cleared, by medical examination, to return to such classification, Article 14.02 (b) will apply.

APPENDIX "D"
LETTERS OF UNDERSTANDING

This Appendix "D" referred to in Article 23 and forming part of this agreement, made between Lear Canada Corporation, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) and its Local Union 1256, dated this 1st day of April, 2000.

NO. 1: RE: OUTSOURCING

The Company agrees that for the duration of this agreement, that work normally and historically performed by bargaining unit employees will not be outsourced, if it has the workers, skills, equipment and facilities to do such work.

No bargaining unit employees with the present skill and ability shall be on layoff while work belonging to the Company is being performed by outside contractors, providing such work can be performed by such employees.

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

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

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

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

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

Appendix D cont'd

NO. 2: FORK LIFT SAFETY TRAINING PROGRAM

During negotiations the Company and the Union discussed the issue of the Fork Lift Truck/Order **Picker Operators** Safety Training Program. The parties have agreed to provide training to fork-lift/Order **picker operators**. Such training is to be jointly developed and delivered by the Joint Health and Safety Committee. **This training will be reviewed upon ratification and annually thereafter. All qualified forklift/order picker operators including maintenance personnel will be given a refresher course annually that will last no more than five (5) hours.**

NO. 3: CPR TRAINING

CPR and First Aid training shall be offered to employees on a voluntary basis on their own time.

NO. 4: DRUG TESTING

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

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

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public.

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

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

Appendix D **cont'd**

NO. 5: FUTURE JOB CLASSIFICATIONS

During negotiations the Company and the Union discussed how to deal with potent & future changes to job classifications and the structure of the plant.

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

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

NO. 6: INVENTORY

The Company will offer the opportunity to work inventory by plant wide seniority.

Should the Company find it necessary to alter this practice, meaningful discussions will be held with the plant committee prior to any change taking effect.

NO 7: WHMIS

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

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

Appendix **D cont'd**

NO. 8: NON-DISCRIMINATION/HARASSMENT

1. Introduction

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This Letter of Understanding shall be interpreted in accordance with and subject to the provisions of the Code.

2. Complaint and Investigation Procedure

- (a) If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, between bargaining unit employees only and not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution with a full report will be communicated to the Company's Labour Relations Specialist.
- (b) The employee may submit his/her complaint in writing to the Company.
- (c) The Company will conduct an investigation of the complaint. The investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Company may if he/she so wishes, have Union representation present during the interview.
- (d) The Company agrees that where practical, the investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- (e) The Company agrees that the Union will also have the right to conduct an investigation within the time frame in (d) above and will have the right to interview all witnesses.

Appendix D cont'd

- (f) In conducting the investigation, both the Company and the Union shall, to the extent practicable, maintain confidentiality.
- (g) In the event the complaint remains unresolved and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at Step 3 of the grievance procedure.

3) Workplace harassment defined

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

The workplace is defined as all company facilities and premises.

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

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

Appendix D cont'd

4) **Obligations of employees**

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

5) **What harassment is not**

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

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

To ensure that all employees understand their rights and obligations under this letter the Company agrees **that there will be two (2) members of management and two employees appointed by the Union. At least one member from each side will be female. The Company** also agrees to provide three (3) days of training for Management and Union representatives within six (6) months of the signing of this agreement. The Company agrees to provide an **eight (8) hour educational awareness program for all employees within one (1) year. Such training will be paid for by the Company including C.A.W. instructors, materials and costs.**

NO. 9: JOB ROTATION

The Company and the Union have mutually agreed to the following principles as they pertain to job rotation for the Assembly and Quality Auditor classifications.

The main objective is to provide a means to improve employee well being from the repetitive motion found at many of the operation stations in the plant.

Job rotation will be by employees fully rotating through all operations on the line or by grouping four or more stations.

Appendix D. cont'd

Quality Audit and all lines will continue to rotate through operations as present unless changed by mutual agreement between the Company and the Union.

On **all rotation** groups each job station will be classified into two (2) groups: high ergonomic risk jobs and standard ergonomic risk jobs. The Company and the Union by mutual agreement will utilize the concept of varying muscle groups and separate the rotation jobs into groups of four (4) or more stations (where possible based on total work stations per area). Ergonomic risk will be based on the physical demand analysis criteria and will be determined by the joint ergonomic committee (with consultation by an ergonomist). The rotation scheme will alternate high risk with standard risk stations. Back to back high ergonomic risk stations will be minimized. The Company and the Union will mutually develop a schedule to allow **all** employees the opportunity of selecting the group of their choice, within **their equalization groups, by seniority**.

Any **permanent movement** from one group to another, will be by seniority with the most junior employee having to accept the move.

All inexperienced employees will be given a reasonable training opportunity in a set forth training rotational group so that they can rotate through the required work stations set forth in the rotation schedule. New hires will be given overall training, and then specific job training prior to direct entry into the full rotation scheme.

It is agreed that workers in the following job assignments will be excluded from job rotation:

Forklift
Order Picker
Gun Calibration
Storeperson
Janitor
Skilled Trades
Shipper
Sewer
Quality (lab)
Truck Driver
Quality Discrepant Input Operator

Job rotation will take place within **all rotation** groups. The parties will seek advice on ergonomics, duration of movement and job design from a qualified source. The Union will be allowed assistance from the CAW Health and Safety Department if requested. The Company will instruct the supervisors to implement the job rotation plan in a manner consistent with intent of this letter.

Appendix D cont'd

No. **10:** UNION EDUCATION

The Company agrees to provide a leave of absence with pay for two (2) days for the representatives in 6.01 elected following the ratification of this Agreement for the purpose of the CAW educating them as to their rights and obligations under the collective agreement.

No. **11:** SURVEILLANCE

The Union expressed concern over the issue of undercover surveillance or the use of video cameras in the plant. The Company agrees not to participate in undercover surveillance nor will it use hidden cameras to monitor employees without prior notification to the Union. The Union was informed that it is the Company's intention to maintain uniform patrols on plant premises and those employees who are found in violation of plant rules, will be subject to the discipline procedure.

No. **12:** ARTICLE 1.01

The lead employee for the All Ontario Trucking Company will not be permitted to direct the activities of Lear employees. He will be limited to giving direction to other All Ontario Trucking Company employees and performing his normal truck driving duties.

No. 13: UNION STEWARDS/ ON SHIFT HEALTH AND SAFETY REPRESENTATIVES

The above representatives, in accordance with the collective agreement, are normally expected to be at their work stations performing their normal job. If an employee requests the assistance of the Steward or on shift Health and Safety Representative, the Supervisor will release him/her as per clause 6.03. Upon completion, the representative is expected to return to his work station. While this usually embraces the majority of the union activity of these Union representatives, it is recognised that their job includes other matters as covered in Article 6. It is also recognised that there may be other occasions when it may be necessary for them to work in the Union office.

No. 14: SKILLED TRADES DUTIES

Duties of the skilled trades employees are outlined by the supervisor, but will not include shoveling and salting the sidewalks or roadways, or mopping the maintenance floor. General cleanup of tools and broom sweeping is expected. Painting will also not be required unless it relates to specific project entailed in the job function.

No. 15: HEALTH & SAFETY TRAINING

The Joint Health and Safety Committee will review the training needs of the Oakville Plant, and make recommendations to the Company based on their review. The Company will design a training program after careful consideration of the recommendations. Musculoskeletal Injury Prevention Program will be included in this training.

No. 16: BATTERY MAINTENANCE

The battery maintenance function normally performed by the Materials Department will now be performed by the Maintenance Department.

No. 17: BUILD AHEAD

There has been a practice of employees completing a perceived production requirement early, then stopping work for the remainder of the shift. This build ahead practice forces other employees to build faster and work harder than the published standard. Employees involved in this activity are exposing themselves and others to injury risk and increases the likelihood for escape of quality rejects. Employees are expected to maintain operation while the line is moving and to produce whenever product, components, and/or subassemblies are available. During down times, housekeeping, stocking and other operations listed on the OD are expected to be completed. At no time will employees be permitted to leave their assigned station when perceived production requirements are met and a steady production flow throughout the posted work hours is expected.

No. 18: GUN CALIBRATORS

The parties agree during layoffs under Article 13.02, the gun calibrator skill may be required. These individuals may be maintained regardless of seniority, providing the Chairperson is notified prior to the layoff

Appendix D cont'd

No. 19: WEEKLY INCOME BENEFITS

The Company will make every effort to see that Weekly Income (Short Term Disability) Claims are properly filed and processed in a two (2) week period provided the claim form is properly completed by the attending physician and the employee, and any required medical documentation is provided.

No. 20: MODIFIED WORK PROGRAM

The parties acknowledge that the need may arise to redefine the modified work program outlined in Article 10.08. Any change will be done with meaningful discussion and mutual agreement between parties. The parties will meet to discuss the scope of the program currently in place **immediately following negotiations** and actions to be taken to make the program more effective.

No. 21: FUNCTIONAL ABILITY

The Company and the Union will review and update the Functional Ability Evaluation process to ensure the evaluations are directly related to the disability involved **immediately following negotiations**. Any dispute between the results of the FAE and an employee's attending physician may be referred to the Disability Dispute Resolution Process in Article 22.

No. 22: EMERGENCY PHONE CALLS

The parties discussed the importance of the receipt of emergency phone calls during night shift operation. The Company will provide a means, either with a night line bell or companion phone, assigned to a responsible supervisor or systems operator. A notice will be provided to inform employees of the appropriate extension to use for this purpose.

No. 23: RELIEF PRACTICES

The parties agree to jointly develop and implement a new relief system on a trial six (6) month basis. The following has been agreed to:

- Implementation will take place within thirty (30) days of ratification of this agreement.
- Relief operator positions will be posted and will be in a separate equalization group by shift.
- The posting is temporary for a 6 month period.
- The employees will be given a relief period of 12 minutes prior to and following the lunch period.
- The Company and the Union will meet to develop set schedules for relief.
- Relief periods will not be used to reduce current P F and D on time studies.
- Employees cannot leave early or be late to return from reliefs.
- No banking time over course of week.
- Relief is to be taken as per schedule.
- No relief operator is to leave prior to regular operator's return.
- Leadhands will not cover for missed relief unless the Company is responsible for holding up the relief operation.
- Employees are encouraged to report problems to the Union to be discussed at weekly Union-Management meetings.
- Relief operators cannot hold back up positions.
- Relief operators will relieve all service groups.

Appendix D cont'd

No. 24: **SHIFT EXCHANGES**

Short-term Shift Exchanges

1. An employee shall be responsible for finding an employee on the opposite shift that is willing to exchange shifts.
2. A shift exchange must be for a minimum of one (1) week. Excluding skilled trades.
3. A short-term shift exchange cannot exceed two (2) weeks in any consecutive eight (8) week period.
4. Employees must be in the same equalization group on opposite shifts.
5. Employees must be capable of performing the work.
6. Shift exchanges may only occur at the beginning of the overtime week. Excluding skilled trades.
7. The employee shall have their seniority date and rights on the opposite shift.
8. An employee shall assume the overtime hours of the employee on the opposite shift.
9. An employee shall assume the rotation group of the employee on the opposite shift.
10. The supervisor(s) and steward(s) on the respective shifts shall be notified.
11. An employee shall relinquish their back-up position while on shift exchange.

Appendix D cont'd

Long-term Shift Exchange

1. A long-term shift exchange must be for a three(3) month period.
2. An employee must be capable of performing the duties of the employee on the opposite shift.
3. Highest seniority employees will be given first preference.
4. Employees must be in the same equalisation group.
5. No vacancy shall be created through a long-term shift exchange. It cannot be used to circumvent the job posting procedure.
6. An employee may re-apply after three (3) months.
7. A sign up list for employees interested in shift exchanges shall be posted at least ten (10) working days prior to shift exchanges on a quarterly basis.
8. A Union/Management committee shall monitor the process and inform the employees and supervisor of the changes.
9. The employee shall have their seniority date and seniority rights on the opposite shift.
10. An employee shall assume the overtime hours of the employee on the opposite shift.
11. An employee shall relinquish their back-up position while on a shift exchange and on the opposite shift.