

# **Collective Agreement**

Between

**TDS Automotive - Oshawa**

and

**CAW Local 222**

**Begins:**

**Terminates:**

**11630 (04)**

**Source:**

**Employees:**

**Received by:**

**Date: 07/06/2007**

## COLLECTIVE AGREEMENT

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## MEMORANDUM OF AGREEMENT

TDS Automotive - Oshawa and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW—Canada) and **CAW** Local222 agree to renew their Collective Bargaining agreement for a period of three (3) years based upon the contract set forth below. All changes to be made in the first year of the agreement will be effective on the first regular workday following ratification of the agreement unless another effective date is set forth in this memorandum.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 27th day of July 2004.

**TDS Automotive - Oshawa**  
John Semplonius  
Don Heath  
Derek Foster  
Dennis Barber  
Pauline James

**CAW—Local 222**  
Ron Boivin  
Steve Hutchison  
Fred More  
**Ken Parks**  
Steve Toker  
Dan Garvey  
Chris Buckley

The terms of the labour agreement which was in effect from July 10th, 2004 to July 10th, 2007, shall continue in effect except as specifically changed by the terms of this memorandum of agreement. The parties agree as follows:

## **PURPOSE & INTENT**

This Agreement made July 26th, 2004, between **TDS** Automotive Canada Inc. (Oshawa), hereinafter referred to as “the Company” and the National Automobile, Aerospace & ~~General Workers~~ **Union** of Canada, (**CAW - TCA - Canada**) and its Local 222, hereinafter referred to as “the Union”.

The **purpose** of this Agreement is to state the relationship that will exist between the parties; establish the wages, hours and working conditions in the Oshawa bargaining unit: provide for prompt **and** fair disposition of differences which may arise between the parties: all with the intent of promoting a spirit of teamwork and industrial peace between the parties during the term of this Agreement. Both parties recognize that in order to remain competitive, Continuous Improvement must be present in all areas of the business.

The parties agree that there shall be no interruptions or impeding of work, work stoppages or strikes, or other interference's **with** production during the life of this Agreement.

**This** Agreement sets forth a framework which will position the Company to provide a cost-competitive, world-class service being responsive to our customer's needs through high quality service, Just in Time intelligent logistics service and, in **turn** provide reasonable employment opportunities. The parties collectively recognize and agree it **is** in the best interest of all concerned to create a strong partnership based on harmony, integrity, mutual trust and respect. The parties further recognize and agree it is in the best interest **of** the

**Company, the Union and the employees to work together sharing the same common goals.**

**If either party believes that the provisions of this Agreement are being administered in a manner which is inconsistent with our purpose, the circumstances will be discussed between the Local Management, the Bargaining Committee, the National CAW Representative and Corporate Resources as required in effort to resolve the problem.**

## **ARTICLE 1 – RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, the Company hereby recognizes the Union as the sole and exclusive bargaining agent of all employees of the Company included in the Bargaining Units described below:

- a) All employees of TDS Automotive in the Town of Whitby, save and except supervisors, persons above the rank of supervisor, quality control technicians, office, clerical and sales staff.
- b) All employees of TDS Automotive in the City of Oshawa, save and except supervisors, persons above the rank of supervisor, quality control technicians, office, clerical, and sales staff.



## ARTICLE 2 – MANAGEMENT RIGHTS

### 2.01

The Union recognizes and acknowledges that the management and the direction of the working forces are the exclusive right of the Company and remain solely with management except **as** specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing **the** Union acknowledges that it is the exclusive function of the Company to:

- a) Hire, promote, ~~transfer~~, demote and layoff employees and to 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.
- b) Operate and manage its plants in all respects in **as** efficient and economical manner **as** it sees fit, including the right to direct its work force, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing and transportation.
- c) 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. The Company will review **and discuss** such changes with the Bargaining Committee prior to their publication and implementation.
- d) The Company and Union agree **that** in the exercise of each of their rights and in the administration of this Agreement, they will do so in a fair and reasonable manner.

## **ARTICLE 3 – NON-DISCRIMINATION/HARASSMENT**

### **3.01**

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

**Management and employees must not** engage in discrimination or harassment **because of** prohibited grounds. All outside contractors will be expected to adhere to all policies on Non-Discrimination/Harassment. Prohibited grounds **are** race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status and handicap, but will also include political affiliation and language, for example “native language”. Prohibited grounds shall be interpreted in accordance with and subject to the provisions of the Ontario Human Rights Code.

Employees shall not be discriminated against **on the basis of** Union affiliation.

The Company and the Union are committed to the concept of equal opportunity in the workplace. Both parties agree to this **principle** and will *promote fair and equitable* interaction through mutual respect for the rights of others.

Harassment is in no way to be construed as properly **discharged** supervisory responsibilities, including the delegation of **work** assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual,

The pursuit **of** frivolous allegations **of** Human Rights violations has a detrimental effect on the spirit and intent for

which this policy was rightfully developed, and should be discouraged.

### **3.02**

The Company and the Union recognize that sexual, racial and violent harassment is **a cruel** and **destructive** behaviour against others that can have devastating effects.

Sexual harassment includes any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment includes any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such **as** racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

Violent harassment includes any form of attempted, threatened, actual conduct or physical force of a person that causes **or** is likely to cause injury, and includes any **threatening** statement or behavior that gives an employee reasonable cause to believe that the employee is at risk of injury.

Any confirmed allegations of the above harassment(s) may result in discipline up to and including termination.

### **Complaint and Investigation Procedure**

- a) If an employee believes that he/she has been sexually, violently, or racially harassed and/or discriminated against on the basis of a prohibited ground of

discrimination the employee may bring the incident to the attention of his/her Supervisor and/or Union representative. If the employee's Supervisor and/or **Union** representative cannot, to the satisfaction of the employee, deal with the complaint, the employee must submit his/her complaint in writing to the Joint Harassment Committee and identify the issues, allegations, and witnesses. The complainant will be offered a problem solving session prior to the launch of any investigation by the Joint Harassment Committee.

- b) The Joint Harassment Committee will be comprised of two (2) representatives selected by the Company and two (2) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.
- c) A preliminary assessment will be completed by the Joint Harassment Committee to determine if there are prohibited grounds before an investigation is launched.
- d) The Joint Harassment Committee will conduct an investigation of the complaint. Investigations will be performed in a reasonable and efficient manner that does not impact operational need. Investigations will be jointly conducted by one (1) representative from the Company and one (1) representative from the Union. The joint 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 Joint Harassment

- Committee may, if he/she so wishes, have a Union representative present during the interview.
- e) It is the intention of the Union and the Company that where practical, the **Joint investigation** will **begin** within five **(5)** working days of the lodging of the written complaint and shall be completed, whenever possible, within fifteen **(15)** calendar days after the lodging of the complaint.
  - f) In conducting the joint investigation, both the Company and the Union shall maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Harassment Committee will be securely maintained in the offices of the Company and the Union.
  - g) Upon completion of the joint investigation, the Joint Harassment Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the Plant Chairperson. If the members of the Joint Harassment Committee do not agree, the report **may** reflect differences in the findings. The report will include: allegations, findings, recommendations and any other relevant information.
  - h) The Human Resources Manager and/or his/her designate and the Plant Chairperson will then meet and attempt to agree **on** what action **if** any (other than discipline) should be taken as a result of the complaint and the findings of the Joint Harassment Committee. This meeting will take place within three (3) working days of receiving the written report. Any agreed action will then be implemented. If there is no agreement, the Company

reserves the right to take such action it deems appropriate, subject to the Collective Agreement.

- i) 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. The complainant details the complaint in a written statement with the Union representative and/or Supervisor.
- j) An employee alleging harassment in the workplace is encouraged, in accordance with the spirit of the Human Rights Code, to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such case the **complainant** advises the Supervisor, **who** in turn, advises the Union representative,
- k) **The Human** Resource Manager and the Plant Chairperson are notified and they refer the matter to the **Joint** Harassment Committee. **The Joint** Harassment Committee will then proceed as in clause (B) through (I) above.
- l) The complainant is reassigned to a suitable area or sent home without loss of **pay** until the investigation is begun, unless both Union and Management agree that an extension is necessary.

### 3.03

This Article is not intended to restrict any employee's rights under the Ontario Human Rights Code.

Frivolous charges of harassment may be subject to disciplinary action.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

### **4.01**

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

## **ARTICLE 5 – LEAVES OF ABSENCE**

### **5.01**

Upon written application, and with at least five (5) working days notice, leaves of absence without pay **may** be granted to employees for valid personal reasons. Seniority shall not be affected, and the Company will maintain employee benefits for thirty (30) calendar days. The Company will advise the employee of its answer in writing within five (5) working days. Also, the Company will provide a written explanation for any leave of absence that is denied. The failure to respond to a request for a leave of absence within five (5) working days, noted herein, will result in the automatic granting of the said leave.

LOAs will be granted whenever possible, consistent with business demands. Such leave will be granted only after other avenues have been exhausted and where vacation leave has been utilized. Such leave will be applied to Emergency Leave when applicable.

### **5.02 – PREGNANCY/PARENTAL LEAVE**

- a) Pregnancy/parental leaves of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act and/or the Employment Insurance Act. Employee benefits shall remain in place during pregnancy/parental leave.
- b) The parties agree that the employee will provide written notice a minimum of two (2) weeks prior to the desired return to work date.
- c) Upon application by a male/female employee with seniority, the Company agrees to grant a leave of his/her



absence without pay up to five (3) working days, of which one (1) day will be paid in the case of the birth or legal adoption. The employee will provide the Company two (2) weeks written notice for such leave whenever possible. The Company reserves the right to request medical proof of the expected birth date or custody, care and control date of the adopted child.

#### **5.03 – UNION LEAVE/PUBLIC OFFICE**

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of three (3) years without pay, benefits or loss of seniority. Such employee shall renew their leave of absence on the three year anniversary date and extension privileges shall be provided.

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 three (3) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the three year anniversary date and extension privileges shall be provided.

#### **5.04 – BEREAVEMENT LEAVE**

In the event of the death of the spouse, child, parent, sister, brother, grandparents, grandchild, of any seniority employee covered by this Agreement, or the child, parent or grandparents of the employee's current spouse, the employee will be granted upon application, a leave of absence with

straight time pay for up to five **(5)** normally scheduled working days provided such days fall within ten (10) working days of the death.

In the event of the death of **a** step-brother, step-sister, step-parents, brother/sister-in-law, any seniority employee covered by this Agreement will be granted upon application, a leave of absence with straight time pay for three (3) normally scheduled working days provided such days fall within ten (10) working days of the death.

Where the circumstances allow, the Company and the **Union** shall agree to allow one (1) working day of an employee's bereavement entitlement to be used at a later date but no later than **six** (6) months from the date of death. For example, in the situations where a death occurs in the winter months and burial cannot occur until the spring, then one (1) bereavement day can be held over for this use.

**In** the event of the death of **an** aunt **or** uncle any seniority employee covered by this Agreement will be granted, upon application, a leave of absence with straight time pay for one **(1)** normally scheduled **working** day,

The Company reserves the right to request the name and relationship of the deceased, and a copy of the proof of death certificate, prayer card, the death notice appearing in the newspaper. The bereavement days granted must surround the day of the actual funeral.

If the death occurs while an employee is on vacation, the employee will revert to bereavement leave **and the vacation**

will be credited and the employee will reapply for the vacation.

**5.05 – JURYDUTY**

For each day the seniority employee would otherwise have been scheduled to work for the Company, the Company will make up the difference between the amount of money per day an employee received during the selection process, and while serving as a member of a jury. This amount shall be equal to the normal eight (8) hours straight time pay plus the applicable shift premium which he/she would have been eligible to receive for working during this period. The employee will provide the Company with written proof of being called to jury at least five (5) days prior to such leave, and shall provide proof of the amounts paid to the employee by the **Court**.

**5.06 – EDUCATION LEAVE OF ABSENCE**

Upon written application to the Company, an employee with one (1) or more years of seniority, wishing to further their education by full-time attendance at a recognized college, university, trade or technical school, may be granted a leave of absence for up to one (1) year under the following conditions:

Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence they have been accepted as a student by the recognized institutions above.

On expiry of each term or semester, the employee shall provide the Company with proof of attendance and completion.

Leave may be extended for additional periods not to exceed one (1) each year.

The student's course of instruction must be related to their employment **opportunities** with the Company and seniority shall accumulate during the leave. Full-time attendance at primary or high school shall be regarded **as** meeting this provision.

Health care benefits may continue if the employee elected to pay for benefits as provided in the plan.

Employees returning from such leave shall supply the Company two **(2)** weeks notice **of** their availability and desire to return to work, with seniority applying only **in** the Bargaining Unit. Such employee shall displace the lowest seniority **employee** in the Bargaining **Unit**.

## **ARTICLE 6 – UNION SECURITY**

### **6.01**

All employees covered by this Agreement shall become and remain members in good standing of the Union as a condition of employment.

All current Bargaining Unit employees who have not done so and all new Bargaining Unit employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

### **6.02**

All dues and initiation fees payable to the Union in accordance with article 7.01 will be deducted weekly and forwarded to the Local Union Financial Secretary by the fifteenth (15th) day of the following month.

Member check-off will be in accordance with the CAW Constitution.

The Company will also supply a list of those members who had Union dues deducted

### **6.03**

The Financial Secretary of the Local Union will notify the Company in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.

#### 6.04

The Company will maintain and post an up-dated seniority list on the fifteenth (15th) day of each month. Such list shall **show employees' job classifications**, Additionally, **the** Company shall submit a list of **all probationary** employees. Copies of such lists shall be provided to the Plant Chairperson ~~OR~~ the fifteenth (15th) day of each month.

The **Company will supply the Plant** Chairperson with **the** following information **monthly with the** check-on 'dues':

- Employees by rate and classification.
- Employees transferred out of the Bargaining Unit, including date of transfer.
- Employees **on** leave of absence, short or long-term disability, or Worker's Compensation.
- Employees on layoff and recall.
- Employees who have lost seniority.
- ~~Employees who quit, retire, or are discharged,~~ and
- New hires **with first date of** work,

Memos will be given **to** the Plant Chairperson for above on the date of occurrence or by the end of the next working day.

The Company will provide on **a** quarterly basis or monthly if requested by Chairperson names, addresses and phone numbers **on** file of all Bargaining Unit employees and a list of supervisors and other non-Bargaining Unit employees who would be expected to have direct contact with Union Representatives as part of their usual **job** responsibilities.

#### 6.05

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 7 – UNION REPRESENTATION**

### **7.01**

The Union shall ~~elect or appoint~~ and the Company shall recognize a Plant Committee, comprised of the following number of hourly-rated seniority employees of which one (1) member shall be Chairperson of the Plant Committee.

Boundary Road

One (1) Chairperson

Eight **(8)** Committee persons

Alternates will be elected or appointed by the Union for the above positions.

With the elimination of a third shift, two Union Representatives will no longer be recognized by the Company. If the usual number of employees decreases to under eighty-five **(85)** on any shift in any plant, the Company will recognize one less Union Representative. If the zone is no longer a viable business unit, the Union Representative will be eliminated.

The Chairperson shall be granted the full time day shift with pay to perform his/her function under the terms of this Collective Agreement. The Chairpersons will be returned to his/her posted job and shift upon leaving the office.

The Bargaining Committee will also be the Grievance Committee. The Company will pay the Grievance Committee for an eight (8) hour day for Step 3 meetings and time spent at Company called meetings. These wages will be paid at the regular rate when the Union is provided with five **(5)** days advance notice, otherwise they will be paid at the appropriate rate.



The Union will determine the allocation and zones of Union Representative jurisdiction.

**7.02**

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

**7.03**

A Union Representative and/or grievor shall report to and obtain permission from his/her Supervisor or his/her 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 immediately under normal conditions, and within a reasonable period of time, not to exceed ninety (90) minutes after the first half hour of shift start, if replacement(s) are to be arranged. The Union Representative and/or grievor will return to work without undue delay and shall notify their Supervisor at the time they return to work.

**7.04**

The Union shall not conduct Union business or activities on Company time or premises without the permission of management.

**7.05**

Bargaining Committee Representatives will advise their supervisor of their destination and general nature of their

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business outside of the plant, and the time anticipated to transact such business. The Union will make every effort to provide Management with 48 hours notice in advance of such meetings.

**7.06**

The Company will meet monthly, on a day to be established (e.g. the second Tuesday of the month), with the Union Chairperson and his/her Committees to discuss and attempt to resolve issues that either party may raise regarding the administration of this Agreement. Notice of agenda items for these meetings will be provided in writing to all attendees five (5) working days before each meeting.

**7.07**

**Union** Representatives, and Health and Safety Representatives, shall have preferential seniority, on their shifts and in their zones, during their terms of office and shall be the last employees laid off provided there is **work** available which they are able and willing to perform.

The Bargaining Committee will **be** the last **to** be laid off.

Union Representatives and Health and Safety representatives will exercise their bumping rights accordingly to Article 12 of the Collective Agreement. Union Representatives and **Health and Safety Representatives will not displace another** member of the bargaining unit. Union Representatives and Health and Safety Representatives will be the first employees to be recalled from layoff provided they are able and willing to perform the required work on their shift and in their zone.

The above does not apply to alternate representatives.

**7.08**

With prior notification, the President of the local Union and National Representative or designate shall be granted admission to the plant covered by this Agreement on the understanding that there will be no undue interference in production.

**7.09**

The Company agrees to provide each Union Chairperson a reasonably sized office, equipped with telephone with access restricted to area codes **905, 416, 613, 519, and 705**, air conditioning, filing cabinet, stationery supplies, desk, 2 chairs, computer with e-mail access and a fax/printer/copier for the use of Union Representatives on Union business only. The Company will also provide the Union a reasonably sized office for meetings and small conferences and as a work area for representatives in conducting Union business. The Union agrees to maintain these areas in a clean and 'uncluttered condition **and** that they will be used for legitimate union business only.

**7.10**

Three (3) bulletin boards will be provided by the Company in the Boundary Road plant for posting Union notices. Before posting, all such notices must be **approved by the Human Resources Manager and/or his/her designate. Such approval will not** be unreasonably withheld. The Union agrees to restrict posting of notices, flyers, or other materials to the designated bulletin boards.

**7.11**

The Company, a Union Representative, a Health and Safety

Representative and/or Plant Chairperson, **as** applicable, will jointly meet with each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first five **(5)** days of employment **to** acquaint new employees with their responsibilities **and** obligations to the **Company and** the Union, and with the conditions of employment set out in the Collective Agreement, including those dealing with Union Security and dues Check-off.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 – step 1**

Should a grievance arise, this issue must be discussed with the Supervisor within five (5) working days after the event giving rise to the grievance or within five (5) working days after the employee became aware or ought to have become aware of the event giving rise to the grievance.

If the reply of the Supervisor to the grievance within 48 hours is not satisfactory to the employee or union, then he/she may reduce the grievance to writing, and present it to the Supervisor within two (2) working days from the date that he/she received the reply of the Supervisor.

The Supervisor will render a decision in writing within two (2) working days after the day on which the grievance was presented.

### **8.02 – Step 2**

If the reply of the Supervisor is not satisfactory to the Union, the grievance will be referred to second step and presented to the Labour Relations Specialist and Shift Manager and/or his/her designate, The Union Representative and the Labour Relations Specialist and/or Shift Manager meet within three (3) working days after the grievance has been so presented under normal working conditions. The Union will have the discretion to include the grievor. Within two (2) working days after the Step 2 meeting, management will render a decision in writing and submit it to the Zone Committeeperson.

### **8.03 – Step 3**

If the second level reply is not satisfactory to the Union, the

grievance will be referred to third step. The Bargaining Committee and National Representative **will meet with the Plant Manager, Human Resources Manager and Labour Relations Specialist on a monthly basis to address** outstanding grievances at the third step. The list of grievances to be heard will be provided five (5) working days prior to the hearing. Within five (5) working days after the Step 3 meeting, management will render a decision in writing and submit it to the Plant Committee.

#### **8.04**

The time limits set forth in the grievance provisions herein **may be** extended on **the** mutual agreement of the Union and **the Company. This request will not be unreasonably denied.**

#### **8.05**

The Company shall **not** be required to pay back **wages, benefits or compensation** of any kind prior to the period beginning thirty (30) days prior to the date a written grievance is filed with the Company. All awards or settlements for back pay shall be further limited to the amount of pay the employee would otherwise have earned from his/her employment less unemployment compensation received, if any, less income received from a new job the employee might have taken during this period of termination.

#### **8.06**

If two **(2)** or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a single group grievance with the name of each grievor shown, **whenever possible.** The group grievance is to be initiated at step one, unless it is a policy grievance whereby it may be initiated at step three.

If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are filed that complain about the same matter, it is agreed that such subsequent grievances will, whenever possible, be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or Union.

#### **8.07**

In the event the Company fails to give a written response to the grievance within the timeframes specified at step one or step two, the grievance will be automatically processed to the next step up to and including arbitration. The Company or Union may withdraw, without precedent or prejudice to any other case, their own grievance which has been referred to any step of the grievance procedure. The Company or the Union may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.

#### **8.08**

The Union hereby agrees that the Company has the right to file a grievance against the Union. Such grievance to commence at step three.

#### **8.09 – DISCHARGE OR SUSPENSION GRIEVANCES**

A claim by an employee that he/she has been discharged or suspended without just cause will be treated as a special grievance, which shall commence at the 3rd Step.

#### **8.10 – PRE-ARBITRATION/MEDIATION**

In addition to the regular arbitration procedure provided for

herein the parties may, by mutual Agreement, refer a **grievance(s) to a mediation process**. This process does not prejudice either party the right to arbitration. The parties will equally share the cost of the mediator. Selection of the mediator will be by mutual agreement. All mediation meetings are to be held offsite. Full disclosure, by request, by either party will be made at the third step meeting.

#### **8.11 – UNTIMELY DEFAULT**

If the Company does not provide its third step response within five (5) working days from the date of the third step hearing the grievance, if it has merit, will be allowed on the basis of the last decision or claim of the party not in default of the required time limits. It is agreed that disputes regarding merit will be resolved by an independent third party:

#### **8.12 – GRIEVANCE REINSTATEMENT**

During the current negotiations, the parties acknowledged the desirability of ensuring prompt, fair, and final resolution of employee grievances, to provide certainty and stability to the process. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance process was established and a violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union CAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union



representative, the National Union may inform the Employee Relations department in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is specifically understood, however, that the Company shall not be responsible for any liabilities which may have accrued from the date of the initial disposition of the grievance by the Union, up to and including the date which the grievance is reinstated.

8.13

The Company will provide the relevant grievance forms for the grievance procedure.

## **ARTICLE 9 – ARBITRATION**

### **9.01**

Where a difference arises between the parties relating to the interpretation, application or the administration of this Agreement, including any questions as to whether a matter is arbitrable, or where **an** allegation is made that this Agreement has **been** violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing, of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within twenty **(20)** working days of **the** reply under step three (3). The party delivering notice will confirm a number of dates with the other party and provide these to the Ministry of Labour for the assignment of an arbitrator,

If there is a request for a specific arbitrator to hear a grievance it must be agreed upon mutually by the parties.

Failure by the party, having carriage of the grievance, to *carry* out the steps, therein, in a timely fashion shall mean the matter is deemed **to** have been settled.

### **9.02**

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

### **9.03**

The decision of the sole arbitrator shall be binding and **final**

upon both parties. The sole arbitrator shall be restricted in the award to the 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.

**9.04**

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

**9.05**

An extension of the time limits may be made by either part by mutual consent, in writing,

## **ARTICLE 10 -- HEALTH AND SAFETY**

### **10.01**

The Company will make adequate provision for the Health and Safety of all employees during the hours of employment and, in this regard, shall make every effort to comply in a timely manner with all applicable legislation pertaining to occupational health and safety. The Union recognizes its obligations to co-operate in maintaining and improving a healthy and safe work environment. Accordingly, the Company and the Union jointly agree to promote measures to assure the health and safety of all employees during working hours.

### **10.02**

- a) The Company and the Union agree to establish and maintain a Local Joint Health and Safety Committee at 999 Boundary Road, in accordance with the provisions of the Occupational Health and Safety Act and Regulations thereto.
- b) The Joint Health and Safety Committee shall consist of one member per production shift for both the Company and the Union. The union members shall be appointed or elected by the Union. In addition alternates will be selected by the Union to replace worker representatives when absent.
- c) Two Co-chairpersons shall be selected from and by the members of the Committee. One of the Co-chairpersons of each Committee shall be a Union member chosen by the Union members of the Committee. The other Co-chairperson on the Committee shall be chosen by the Committee members representing the Company.

- d) The Joint Health **and** Safety Committee representatives will be trained as certified members, with the cost of additional training which **is** recommended **to** the Company **by** the Joint Health and Safety Committee to be paid by the Company
- e) The Joint **Health and Safety Committee** representatives shall be permitted **to** meet for one (1) hour twice a month at a mutually convenient **time**.

#### 10.03

The Company and the Union will allow the Joint Health and **Safety Committee to meet** twice a year with **the CAW** National Health and **Safety** Coordinator. All normal wages lost are to be paid by the Company. This does not include overtime. The meeting **time** will be mutually agreeable to the Company and the Union

#### 10.04

**The** representatives on the Joint Health, Safety Committee will have primary responsibilities for the following:

1. Participate in Joint Health, Safety and Environment Committee functions.
2. Follow up on items requiring further investigation **as** assigned during the Joint Health, Safety Committee meetings.
3. Conduct plant inspections as scheduled by the Joint Health, Safety Committee.
4. Accompany government Health and Safety inspectors, fire and WSIB audit during investigations of the workplace.
5. Participate in the training and education of WHMIS,

lockout procedures, contractor safety requirements, personal protective equipment, fork truck/tugger/sweeper training.

6. Assist in the preparation and organization of required training materials and suppliers.
7. Participate or perform **air** sampling within the work environment **as** required as a result of a concern or as legislated by the Occupational Health and Safety Act, or as deemed necessary by the Committee.
8. Where data has been collected by the Health and Safety Co-Chairpersons or Health and Safety representatives of the Committee during the performance of their duties, on a regularly schedule basis, copies of all information will be made available **to** the Company.
9. Promote compliance with **pertinent** legislation; R.S.O. **1996**.
10. Meet on a regular basis, at least once per month, to review health **and** safety matters and to make recommendations to the Company regarding same.
11. Each year **on** April 28th at 11:00 a.m., one minute of silence will be observed in memory of the people who have died in industrial accidents.
12. 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**.
13. Receive all accident reports when **a** serious accident occurs by **e-mail**.
14. When a condition exists **and tests are needed the** Company will make available sampling and monitoring **equipment for measuring noise, carbon monoxide and air**

- Row and will train the Joint Health and Safety Committee members 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.
15. To be informed of any changes or developments to new or present commodities
  16. The Union Committee members will be paid at the appropriate rate for the committee activities itemized above as recognized by the Joint Committee.

**10.05**

The Company will provide and maintain in good operating condition tools and equipment required to assure employee safety in carrying **out** work assignments.

Specialized protective clothing required by the Company For specific operation(s) will also be provided by the Company.

**10.06**

It is agreed that a joint ergonomics sub-committee developed from within the Joint Health and Safety Committee will be established and comprised **of** one (1) worker member and one (1) employer member.

**10.07**

As a condition of employment, employees are required to provide and wear approved **safety** footwear at **all times in the plants**.

**10.08**

The Joint Health and Safety Committee shall develop and recommend appropriate procedures and training programs to Management for consideration.

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**10.09**

Where recommended by the JH&SC, the Company agrees that health and safety training will be conducted jointly. To that end the Company agrees to provide a union member of the JH&SC with appropriate instructors training. Where the scope of the training is beyond the expertise of the instructors the Company agrees to utilize the services of the ~~Wales~~ Health and Safety Centre.

**10.10**

For purposes of making Health and Safety inspections, the National Union Health and Safety Representative(s) will, with proper advance notice, have access to the plant and locations where members of the Union are employed.



## **ARTICLE 11 - SENIORITY**

### **11.01**

An employee shall be regarded as a probationary employee until he/she has worked a total of sixty (60) working days in any twelve (12) month period. After the completion of the probationary period, the employee shall be assigned a seniority date as of his/her first day worked, providing seniority has not been broken as per Article 11.05.

### **11.02**

The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith. The Company agrees to perform evaluations of probationary employees, based on the Company's expectations and concerns,

### **11.03**

Seniority shall be defined as the status of the employee based upon his/her established length of service with the Company from the first day of work, providing seniority has not been broken as per article 11.05, and shall continue to accumulate during layoff in conjunction with service.

### **11.04**

In the event more than one employee is hired on the same date, the Company will randomly assign, in the presence of the Plant Chairperson or designate, each employee with a seniority code number, this number will be used in determining each employee's seniority standing.

### 11.05

The seniority of **an** employee shall be broken for any one of the following reasons:

- a) If **he/she** is discharged for **just** cause, retired or voluntarily quits.
- b) If **he/she** is laid **off** from the Company for a period of time in excess of twenty four (24) months or his/her total recognized seniority, which ever is greater, with the Company.
- c) If **an** employee overstays **an** approved leave of absence or remains **away** from **work** without permission of management for a period of more than three (3) consecutive working days, **he/she** will be assumed to have forfeited his/her seniority rights under this Agreement
- d) If **he/she** fails to report to work within five (5) working days of receiving notification of recall from layoff by verifiable mail to his/her last known address, or five (5) days in accordance with the provisions of Article 11.02 of this Agreement.
- e) If **he/she** accepts other employment while on leave of absence except with the express permission of the Company.

### 11.06

Any employee transferred to a position outside of the Bargaining Unit will not be returned with their accrued seniority and service to the Bargaining Unit.

## **ARTICLE 12 – LAYOFF AND RECALL**

### **12.01 – Short-Term Layoff of Five (5) Days or Less**

The Short Work Week program will be utilized and employees may be kept out of line of seniority for up to five (5) working days. Refer to the Letter of Understanding with regards to the Short ~~Work~~ Week for details.

The Company shall familiarize employees during this process.

#### 12.01 a)

When the Company deems it necessary to reduce the workforce in any plant and a layoff of five (5) days or less is necessary, probationary employee(s) will be the first laid off in the affected plant.

If further layoffs are necessary, the most junior employee(s) in the plant and job classifications will be selected for layoff. Affected employees with the seniority to remain in the **building** will be placed in their classification and/or **on** their shift **to** the extent possible. ~~When~~ this is not possible they will bump low seniority plant wide.

Employees will retain their **current rate of pay if the transfer is of five (5) days or less.**

Employees will revert **to** their original position after this short-term layoff.

#### 12.01 b) **Layoffs Exceeding Five (5) Days or More**

In the event of a layoff of a known duration exceeding five (5) days, the Company will:

- i. Lay off probationary employee(s) throughout the **Company**; and **then**
- ii. Lay **off** the most junior employee(s) in the affected group who will have choice of posted vacancies on their shift in their classification or to which they would bump, provided they have skill and ability; otherwise
- iii. Affected employees will bump the lowest seniority employees in their classification on shift. The lowest seniority employee(s) bumped out of the affected classification on shift, will then bump the lowest seniority employee(s) in the classification plant wide. Such employee(s) will then bump the lowest seniority employee(s) in other classification(s) plant wide, provided he/she has the skill and ability **to** perform the **work**.

#### 12.02

- a) When recalling employee(s) **to work** after a layoff, they shall be recalled by seniority in the reverse order of layoff, provided they have the skill and ability to do the **work** available. All employees by seniority must revert to their former group if such position becomes available within ninety (90) calendar days from layoff and they have sufficient seniority. The ninety (90) calendar day rule will also apply to employees that have been reduced from their former group and bumped internally to another job within the plant.
- b) The Company shall recall employees **by** telephone (in the presence of a Union Representative). Those employees not reached **by** telephone will be sent a notice by verifiable mail to the employee's last known address.
- c) The employee **shall** report within five (5) working **days** of receiving notification of recall. However, if his/her

- failure to report to work is due to sickness, accident or other causes beyond his/her control, this time limitation for report-in may be extended to five (5) additional days provided the Shift Manager is notified in writing within three (3) days after receipt of such notice to return to work, and provides satisfactory evidence supporting his/her failure to report to work on the required date.
- d) It is the employee's responsibility to inform the Company immediately of any change of address or telephone number.
  - e) The Company agrees to offer short-term recall to laid-off employees, by seniority to fill temporary positions, provided management is able to contact such employee by telephone (in the presence of a Union Representative) in time to fill the position.
  - f) The Company may utilize laid-off employees for a period not to exceed forty (40) hours per week to cover for daily work absenteeism out of line seniority. Employees will, however, be called in order of seniority. Those laid off employees willing to work will be utilized at the Company's discretion. Working such hours does not constitute a permanent recall. Employees will be canvassed prior to layoff as to whether they are interested in being on the forty (40) hour list.

### 12.03

By mutual agreement between the Company and the Union, should one employee become affected by the layoff/recall, he/she would have the one (1) time option of seeking out another employee from another shift, within the same group and classification, to switch shifts with, providing that the employees, Supervisors and the Union Chairperson agree. This option must be exercised within five days of layoff/recall.

## **ARTICLE 13 - OVERTIME**

### **13.01 – SCHEDULED OVERTIME**

When the **Company** must schedule production to match its customer(s) hours of operations such overtime up to eight (8) hours per week will **be** mandatory. Whenever possible, the company will give twenty-four (**24**) hours notice to **employees** required to work **such** overtime.

### **13.02 -- VOLUNTARY OVERTIME**

Voluntary overtime is overtime that is not scheduled to match the customer(s) production schedules and includes the following.

- 1) On shift overtime – hours worked after the normal shift finish time **and** up to the start of the next shift.
- 2) ~~OFF~~ shift overtime – hours worked on shifts other than an employees normally scheduled shift.

### **13.03 -- ~~ON~~ SHIFT OVERTIME**

The Company shall post in a designated area a daily voluntary overtime sign up sheet.

Any employee who is willing and able to **work a** voluntary overtime opportunity shall enter his/her name on the daily sign up sheet before the end of lunch on the day shift and by the end of dinner on the afternoon shift.

For voluntary overtime opportunities, the process identified in Article 13.08 will apply. The list of successful candidates will be posted in the designated area.

### **13.04 – OFF SHIFT OVERTIME**

The Company will offer additional off-shift hours when these

hours become available. **A** daily additional hours sign up sheet will be posted in each **plant**. Employees who want to work additional hours on a different shift must complete and sign the **sheet that** will be posted one (1) hour into the **start** of the shift and removed **one** (1) hour prior to the end of the shift. Employees will be contacted, first by required group, then by required classification, and finally, by overall low hours, in order of lowest overtime hours. **The Company** deems answering machines/voice mail to be a negative response.

This additional hours overtime procedure is intended to be used to cover partial shifts and is not intended to **imply** double **shifts will** be scheduled. Furthermore, this Article shall not limit the employee's requirement to work scheduled overtime.

If an employee volunteers for overtime he/she must work the agreed upon hours.

#### **13.05**

If **additional** manpower is required after exhausting the above, the Company reserves the right to utilize laid off employees who have the necessary skills **and** ability to perform the work, then temporary employees. Such temporary employees will be compensated at the straight time, probationary rate as outlined under Article 33 of this Agreement.

#### **13.06**

In the event that the Company needs to start a shift early, the required group for that shift will be called in to perform the work **and** the "Call In" provisions of this Collective Agreement will **not** apply.

Overtime premiums shall be established as follows:

- a) Time and one half will be paid for all time worked prior to an employee's normal starting time and beyond an employee's normal quitting time in the regular week,
- b) Time and one half will be paid for all time worked on a Saturday, except when time worked on a Saturday is part of the Friday afternoon shift,
- c) Double time will be paid for all time worked on a Sunday, except when time worked on a Sunday is part of the Monday midnight shift or Saturday afternoon shift.
- d) Double time will be paid for all time worked on a statutory holiday, covered under this agreement in addition to holiday pay. This does not apply where a holiday is moved pursuant to ESA Standards.
- e) Straight time will be paid for all time worked on a non-statutory paid holiday.

#### **13.07 – EQUALIZATION PROCESS**

- a) A separate overtime sheet will be kept for off-shift overtime.
- b) The Company will equalize overtime to a maximum difference of forty (40) hours among employees by group and classification on the shift in which overtime occurs. In emergency situations where the maximum difference of forty (40) hours must be exceeded temporarily, the Company agrees to correct the excess variance at the earliest opportunity. On shift overtime hours greater than forty (40) shall be paid hour for hour when the annual adjustment is made effective on the annual Collective Agreement anniversary date.
- c) When employees are contacted for overtime opportunities, the MPC will do so in the presence of a CAW Union Rep.



- I. For production shift schedules outside of the norm (i.e. Saturdays, Sundays and holidays) the overtime work list will be posted by noon each Thursday (or one day earlier where applicable) allowing all shifts to identify any errors and come forward to the MPC and correct the error.
  - II. When the MPC is notified of an error, he/she will make the necessary correction. The MPC will contact both the employee identified incorrectly and the employee who came forward who should work, in the presence of a Union Rep. Any employee missed in error who advises the Company **prior** to overtime commencing will be allowed to work or paid in lieu of. Errors identified after the overtime opportunity has been worked, will not be considered.
- d) An employee is entitled to claim overtime equalization for overtime which occurs on the shift and in the group the employee normally works. An employee is not entitled to claim hours of **work** on **a** different shift or group than that normally worked by the employee.
  - e) The Company will maintain and post records weekly of all overtime **worked** and charged. All overtime hours recorded will be turned back **to** zero (0) on the ratification anniversary date each year. The equalization sheet of the previous week will be utilized **as** the **benchmark** until **an** equalization sheet is generated reflecting the hours for the week containing the ratification anniversary date.
  - f) Overtime hours recorded shall **be** shown as “paid hours” (i.e. one hour at time and **a** half shall be shown as 1.5 hours, one hour at double time rate shall be shown **as** 2 hours)

- g) A new employee shall be credited with the average number of hours in **the classification and** group to which he/she is assigned. An employee who changes classifications and/or groups shall be credited with the average number of hours in the classification and group to which he/she transfers provided that his/her hours are below the average of the classification/group he/she is transferring to. An employee who has hours greater than the average hours but less than the highest hours will carry his/her hours into the classification/group to which he/she is transferring. An employee with hours that are higher than the highest hours in the group shall assume those highest hours upon transferring into the classification/group.
- h) Any employee absent from work for any reason, and was scheduled or volunteered and would have been eligible for overtime, will be charged for any overtime hours as if they had been at **work**.
- i) It is not the Company's intent to work any **prolonged** periods of overtime while seniority employees are on layoff. However, there may be situations where overtime cannot be avoided, and in such situations overtime **can** and will be used.
- j) The Company has the right to recall laid off employees before using Overtime sign up sheets. The Company has the right to use TPT's after exhausting above.

### 13.08

A group is **an** assignment of tasks, **including** but not limited to, production activities around one (1) or more assembly products.

Overtime groups may be changed by the Company following discussions with **the Union**.

The process for voluntary overtime opportunities will be as follows, based on sign-up sheets and lowest overtime hours:

- In the group on shift
- URs in group on shift
- Out of group on shift (captured from daily overtime sign up sheets)
- Sign up sheets in group off shift (previous shift first if three (3) shift operation)
- Volunteers/plant wide on lowest hours paid
- Laid **OFF** employees

Overtime groups shall be as follows:

- Fascia
- Cradles
- **Struts**
- Trim
- Steering Columns
- Door Pads
- Headliners
- Forklift Shipping
- Forklift Receiving
- Forklift Conveyance Trim
- Forklift Conveyance Chassis
- Rack Washer
- Expediter
- Battery Attendant
- Tugger Drivers
- City Driver
- Quarantine Attendant
- Data Receiver
- Maintenance Attendant
- Custodians
- CS-1 Quality Inspectors

Working Team Leaders and Utility Relief will form a part of the groups above where required and will be represented as their own groups within the groups they are assigned to.

**13.09**

The Company and the Union agree that a reasonable time must be given to employees who are called back for overtime at the end of their shift, and that employees called must be given reasonable time for their return to work.

**As such,** it is agreed that the Company will allow employees 30 minutes to reach home before calling. The Company will also expect a reasonable time of 60 minutes after receipt of call for the employee to return to work.

## ARTICLE 14 –JOBPOSTING

### 14.01

- a) If a bargaining unit job vacancy exists, or a new job is created, such an opening will be posted as a primary posting in all plants within **five (5)** working days on plant bulletin boards, for a period of three (3) working days, during which time seniority employees may make application in writing for such job vacancy.
- b) If a second or third vacancy results from the filling of the primary vacancy, it shall be posted according to Article 14.01 a).
- c) If no seniority employees apply for vacancies in accordance with Article 14.01 v) or 14.01 b) above, the Company reserves the right to fill the resulting vacancies.

### 14.02

An employee successfully transferred through the job posting shall only be entitled to two **(2)** such transfers in any one (1) calendar year.

### 14.03

Under **this** article, an employee bidding for a production job vacancy shall be awarded the job based on seniority. A non-production job vacancy shall be awarded to bidding employees based on seniority, providing they have the skill and ability to perform the required **work**.

### 14.04

An employee transferred pursuant to clause 14.03 shall demonstrate his/her ability to perform the job efficiently within **five (5)** working days. The above periods of time may be extended by agreement between the Company and the Union.

**14.05**

An employee will have the right to decline a job at any time during the trial period and will revert back to his/her former group however, such trial period shall count as a transfer as per clause 14.02.

Should an employee not qualify within the trial period, he/she will revert to his/her former group. Such trial period shall not count as transfer as per clause 14.02 of this Agreement.

An employee must be available and eligible at the time and date the job is posted and available to report within five (5) calendar days unless an exception is granted in accordance with the Human Rights Code.

Should an employee not qualify within the trial period a meeting will take place with the Union Representative and employee and specific reasons will be given as to why the employee did not qualify.

**14.06**

The Company shall transfer an accepted applicant within ten (10) working days of his/her being accepted on a job posting unless mutually agreed otherwise.

**14.07**

The posting shall provide the number of expected vacancies, the group, classification, department, wage rate, shift, a general description of the duties performed and the expiry date and time of the posting.

**14.08**

Job applications will be in triplicate. One copy will be

forwarded to the applicant, one to the plant chairperson, one to the applicant's supervisor to be forwarded to the Human Resources Department.

14.09

The Company will notify the Plant Chairperson and the applicants within three (3) working days of the expiration of the job posting, advising them of the results of the posting. The Plant Chairperson will receive a list of all applications on file.

14.10

Employees training for any classification/job will be given instruction and opportunity to become qualified employees in the classification in which they are employed.

#### 14.11 -- TEMPORARY JOB VACANCIES

- a) Temporary vacancies shall be defined as vacancies of thirty (30) calendar days' duration or greater, which may result from an **employee's absence due to illness, accident, vacation, leave of absence or rework**. Such period may be extended by mutual agreement between the Company **and the Union**,
- b) When a temporary vacancy exists the Company shall till the vacancies through a one-day posting (all shifts). For the purpose of obtaining a temporary City Driver posting an employee must be successful in passing the TDS Automotive mandatory drivers examination. If the applicant **is unsuccessful in passing the examination he/ she will be required to wait for a period of six (6) months before receiving another City Driver examination.**

- c) Employees transferred to a temporary vacancy shall receive the rate of the job. Temporary assignments shall not be used to avoid job postings or circumvent seniority rights. These days cannot be used towards a permanent posting. Upon completion of the temporary transfer employee(s) must revert back to his/her former **job(s)**.
- d) Subsequent job vacancies shall be filled at management's discretion.
- e) Jobs will remain posted for twenty four (24) hours.
- f) Successful applicants will be moved within three (3) working days of the posting being removed.
- g) The successful applicant cannot decline the opportunity.
- h) The successful applicant will remain on that posting until the assignment is completed or if affected by Article I2 of the Collective Agreement.
- i) An applicant **who** is successful in multiple postings shall have the choice of one (1) of the postings. Rule (g) shall then apply.
- j) All permanent posting rules will be in effect during an employees temporary assignment.
- k) If an employee vacates a Temporary posting in favour of a Permanent posting then the next successful applicant, if any, on that Temporary posting will be selected, If there **are** no applicants then the vacancy will **be** filled at management's discretion.

#### 14.12

Working Team Leaders, Utility Relief personnel, Production Operators or Forklift Drivers may be a part of the following groups for Job Posting purposes:



**Oshawa**

- Fascia
- Cradles
- Struts
- Steering Columns
- **Trim**
- Door Pads
- Headliners
- Forklift Receiving
- Forklift Shipping
- Tugger
- City Driver
- Data Receiver
- Quarantine Attendant
- Maintenance Attendant
- Custodians
- Rack Washers
- Expediter
- Battery Attendant
- CS-1 Quality Inspector
- City Driver

**14.13 – RAMP UP LANGUAGE**

It is recognized that when the Company is ramping up for new business, employees posting to that area will have an opportunity to become familiar with the processes and be trained to ensure a successful launch. To this end, it is agreed that such employees can be brought in outside of their normally scheduled working hours at the appropriate rate to assist in the set up of the area and for training purposes without the Company being required to use the overtime list.

**14.14 – FORKLIFT CHANGE IN DUTIES**

Where a forklift driver is assigned duties outside of their primary job posting they will continue to be assigned the

overtime group to which they posted. If their original duties change significantly so as to create a significant issue with overtime groups, the Union and the Company will have the option of negotiating a change in groups prior to proceeding with a reduction and re-posting of the job.

**14.15 - NEW WORK**

When new work is secured by the Plant the Company will meet with the union and seek their input on what group such work will be assigned to, prior to the placement of any job postings.

## **ARTICLE 15 – BARGAINING UNIT WORK**

### **15.01**

Employees not in the Bargaining Unit shall not perform **work** that is recognized as work of the Bargaining Unit except:

- a) During emergency situations to avoid customer plant **shutdown** or **shortage** of components, **or to** protect product or equipment.
- b) While instructing and/or training employees.
- c) In the development of new **work** methods **or** operations.
- d) In the development of new or changed product(s), **prototypes** and samples.
- e) Anyone not in **the bargaining** unit shall not use equipment normally used by the bargaining unit (i.e. forklifts) without first keeping the Chairperson informed of the nature of such work prior **to the work** being performed.
- f) **The Company** shall not **contract** out/in work of the Bargaining Unit that will cause a layoff.

The above exceptions shall not be used with the intention to deprive any Bargaining **Unit** employee of work time.

## ARTICLE 16 - DISCIPLINARY ACTION

The Zone Committeeperson from the Zone where the ~~employee works~~ shall ~~be present at any~~ meeting when ~~any~~ bargaining ~~unit member(s)~~ is being suspended, disciplined or discharged. A copy of all written disciplinary action must be given to the employee concerned and the Zone Committeeperson.

~~When discipline is to be imposed by the Company it will be imposed within five (5) working days of the infraction or from the time the Company became aware or ought to have been aware of the infraction. Prior to the issuance of any disciplinary notice, the matter will be discussed by the Company with a committeeperson. The time limits may be extended if agreed to by the parties in writing within the said five (5) day time limit.~~

The Company will in the case of a suspension consider whether or not it is advisable to allow the employee to continue to work through any step of the grievance and arbitration procedures in order ~~to~~ allow the ~~Union~~ time to investigate the matter giving rise to the proposed suspension. The Company may in its sole discretion issue a notice of suspension without requiring the employee to serve all or part of the suspension.

### 16.01

With the exception of major plant rule violations, the Company agrees to provide an opportunity to the Union Representative to have a brief meeting with the employee before discipline is issued.

**16.02**

With the exception of incidents involving major misconduct, **the Company agrees to keep employees in the building while disciplinary investigations are conducted**, The Company also agrees to first consider re-locating an employee within the plant prior to considering suspending him/her pending investigation.

When a suspension, disciplinary layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be **offered** an interview to allow the employee to answer **to the** allegations for which such a discipline is being considered before the employee is required to leave the **plant**.

**16.03**

When an employee **is** suspended pending investigation the disciplinary hearing will be held within two working **days**. **An** extension can **be** negotiated between the Union and the Company.

**16.04**

In imposing discipline on a current infraction, management will not take into account any prior infractions which occurred more than twelve (12) months previously.

The Company agrees **to** keep separate records for attendance and Plant Rule violations.

## **ARTICLE 17 –INCAPACITATED EMPLOYEES**

### **17.01**

#### **1. Goals**

The Company agrees to make every reasonable effort, to provide ~~suitable~~ modified or alternative employment to employees who **are** temporarily or permanently unable to return to their regular duties **as a consequence of** an occupational or non-occupational injury, illness or disability.

#### **2. Objectives**

- a) **To** assist in the rehabilitation of employees so they can **return to** their pre disability, posted job.
- b) To enable employees, who because of injury or illness are unable to **perform** their posted job, **perform** modified **duty** when possible.
- c) To provide benefit to the **Company** and employees by having work required to be done, performed by employees **who** otherwise would be absent from work.
- d) To provide fair, equal and consistent practices for **such** employees.

#### **Definitions**

- **A Modified Work** Candidate is an employee recuperating **from** an occupational or **non** occupational injury or illness and **who** is unable **on a temporary** basis to perform all the duties of the employee's regular job.
- The Modified Work/Accommodation Committee will consist of equal representation from both Union and the Company, of which two (2) are **to** be appointed by the Union. The representatives of the Modified Work/

Accommodation Committee agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily unable to **return** to their regular duties as a consequence of an injury/illness or disability.

- Modified **Work** is **work** assigned to employees while they are temporarily and partially incapacitated where either the physical requirements of the employee's regular work are modified or the employees are assigned to other work within their physical capabilities. Modified or alternative duties encompass any job, task or combination of tasks or functions that an employee who suffers from temporary disability may perform safely within the medical restrictions of the employee.

#### **17.02 – TEMPORARY DISABILITIES**

1. Working collectively, the Committee shall ensure that the Modified Work Program is carried out in accordance **with** the Collective Agreement, and as per **the Human Rights Code, the Occupational Health and Safety Act, WSIA** and any other relevant employment related legislation.
2. Cases of accommodation will be reviewed **on an individual basis by** the Modified Work/Accommodation Committee, taking into consideration, **1) the medical restrictions of the employee, 2) the necessity to provide work assignments which are beneficial to the employee's medical rehabilitation.**
3. **The** Modified Work/Accommodation Committee, in conjunction with the supervisor, will be responsible for locating work assignments and monitoring the employees' progress in **an** employee's specific

rehabilitation program, including the evaluation of work accomplishment.

4. If after a pre-determined period of time within a twelve **(12)** week period, an employee on modified **work** has not responded satisfactorily or has not returned to his/her regular **work**, the Modified Work/Accommodation Committee will review the case and make recommendations to the Human Resources Manager regarding the employee continuing in the program.
5. The injured employee shall communicate any concerns to a Union Representative or Supervisor so that any potential problems in connection with modified work can be resolved early. It is also the employees' **responsibility** to obtain clearance from his/her physician for the return to work and to work in conjunction with the Modified Work/Accommodation Committee's attempts to accommodate the individual.
6. If a problem arises that cannot be resolved by the Modified Work/Accommodation Committee, the Company may require the employee to attend an Independent Medical Examination and/or a Functional Abilities Evaluation at the Company's expense in order to determine what, if any, work the employee can perform. Failure to resolve the issue will result in the Modified Work option being rescinded but subject to the grievance procedure.
7. The following guidelines will apply when considering an employee for modified work:
  - a) The employee's present job will be considered,
  - b) Positions within the employee's posted group will be considered.



- c) If the employee cannot be accommodated within his/her posted group, the Modified Work/Accommodation Committee will attempt to accommodate such employee outside his/her posted group/classification provided the Supervisor and the Union committee person have been informed.
- d) Temporary modified ~~work~~ may be arranged for up to twelve (12) weeks. Upon request from the employee's physician or specialist, extensions may be considered by the Modified Work/Accommodation Committee.
- e) An employee **on** modified ~~work~~, in accordance with this article, will not displace another employee.
- f) During the period **of temporary** modified employment, employees will not be permitted to work overtime, unless approved by their physician and within the employee's restrictions. The modified work/accommodation program is considered to be a **work** hardening program **to get** the employee back to his/her pre-injury position,
- g) If accommodations cannot be arranged by the Modified Work/Accommodation Committee, the employee will remain on weekly indemnity **or** WSIB benefits, provided they qualify for such benefits.

**17.03 -- PERMANENT DISABILITY**

- a) All employees who have incurred a medically determined permanent disability and are not capable of performing their regular duties, but are capable of performing other duties, either in their own classification or another classification, may by mutual agreement between the Company and the Union, be placed on an alternate job, provided they are capable of performing the available

- work and, providing that they will not displace another employee with greater seniority.
- b) Suitable work will be offered to disabled employees according to the steps below and will be offered in accordance with seniority.
  - c) When a permanent disability has been established by either WSIB or by a Functional Abilities Evaluation (FAE), the following process will occur:
    - 1. Positions within the disabled employees' classification will be considered.
    - 2. If the employee cannot be accommodated within their classification/group, the Modified Work/Accommodation Committee, will attempt to accommodate the employee by locating suitable work outside the employee's classification/group.
    - 3. In attempting to accommodate employees with a permanent disability, it is understood that an employee with less seniority may be displaced by the disabled employee.
  - d) Employees placed in accordance with this Article may work overtime, whether voluntary or scheduled, provided that the overtime assignment is within the employee's medical restrictions and provided that the employee does not displace another employee.
  - e) Employees reclassified in (a) above may be re-evaluated by the Modified Work Accommodation Committee not less than annually. Should the employee and the committee be unable to determine the extent of the disability and/or agree on suitable work the employee will undergo an IME to identify what, if any, work the employee is capable of performing.

## **ARTICLE 18 – REPORTING IN PAY**

### **18.01**

**An** employee who has not **been** notified in advance by telephone call, answering device, or letter “not to report for work”, and who reports for his/her scheduled shift, will be given at least four **(4)** hours **work**, and if no **work** is available, will be paid for a minimum of four **(4)** hours at his/her normal hourly rate.

This obligation on the Company will not prevail if no **work** is available because of power shortage, emergency break-down of plant machinery or equipment, shortage of materials or components for assembly, other conditions beyond the control of the Company, or when Short **Work** Week is utilized.

**ARTICLE 19 – CALL- IN PAY**

**19.01**

**When an employee has left the premises after completion of his/her normal shift and is called upon to return to the plant for emergency duties, that employee will be paid at the applicable overtime rate for the extra time actually worked, or four (4) hours, whichever is greater.**

## **ARTICLE 20 – PLANT MOVEMENT**

**Except where prohibited by law, whenever the Company transfers operations from any plant covered by this Agreement to another plant owned, rented, acquired or built by the Company, in the Province of Ontario, any employee laid off as a result of such transfer may, if they so desire, request a transfer to the new plant with their existing seniority, service date, wages and benefits. Such requests for transfer must be made in writing by the employee within thirty (30) calendar days of notification of transfer of operations.**

**ARTICLE 21 - PARTIAL OR TOTAL PLANT  
CLOSURE**

**21.01**

In the event of partial or total plant closure the Company shall comply ~~with~~ all applicable provisions ~~and~~ requirements of the Employment ~~Standards~~ Act of Ontario.

**21.02**

Any seniority employee permanently laid off as a result of partial or total plant closure may make application through the Company for possible future job openings in any remaining plant(s) in Ontario. The Company shall give due consideration to any such application over other applicants who have not previously worked for the Company. Seniority employees transferring under this article will commence work as a seniority employee with his/her date of hire in the new plant being his/her seniority date.

## **ARTICLE 22 – SUBSTANCE ABUSE**

### **22.01**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

Alcoholism and drug dependence are recognized by medical and public health authorities, the Company, and the CAW as diseases. The effects of the dependency are felt not only in the workplace, but also in the employee's personal life. The focus of the Substance Abuse Program is proactive as well as reactive. It will provide appropriate education and prevention programs, **as well as** identification, intervention, motivation and support during the rehabilitation phase, **of** treatment and concerned follow-up.

The Company will provide all normal group insurance benefits for up to twenty-six (26) weeks to **such** employees while under a medically prescribed **course** of treatment in accordance with the employee's benefit plan in a residential setting, provided they **qualify for** such benefits

**The** Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems, Company assistance will include referral of such employees to appropriate counseling services **or** treatment and rehabilitation facilities, **and** proactive approaches by the Union and the Company to deal with substance abuse.

The Company shall recognize a Substance Abuse Representative appointed **by** the Union.

**The Company will provide time off with pay for a Substance Abuse Representative to transport individuals to assessment and treatment centers where required and approved by the Company.**

8. *Substance Abuse Representative* - 100% of the cost of the

Substance Abuse Representative's time and travel expenses for the purpose of transporting individuals to assessment and treatment centers where required and approved by the Company. The Substance Abuse Representative's time and travel expenses shall be paid for the purpose of transporting individuals to assessment and treatment centers where required and approved by the Company. The Substance Abuse Representative's time and travel expenses shall be paid for the purpose of transporting individuals to assessment and treatment centers where required and approved by the Company.



## **ARTICLE 23 – WORKING TEAM LEADERS**

The Working Team Leader **who reports** to the supervisor, is responsible for co-ordinating the activities **of** their group. While the supervisor has ultimate responsibility for operational results, the Working Team Leader plays a key role in guiding members of the group toward the achievement of established business objectives, quality, and safety goals. The **major duties of the Working Team Leader** include:

1. Quality and Production Support
2. Group rotation schedules
3. Checking and communicating on attendance
4. Training group members on all jobs in the group to follow **the** process and perform standardized **work** and maintaining group training
5. Providing absentee relief and washroom breaks **as** necessary
6. Monitoring quality and providing timely feedback including problem solving and the completion of appropriate quality and material related reports
7. Responding to operational interruptions and taking appropriate action to correct problems including downtime reporting as related to process and equipment
8. Ensuring all required materials are available and **monitoring consumable usage**
9. **Reporting on operational or equipment issues to help** ensure quality matters and downtime is prevented.
10. Completing paperwork.
11. Assuming additional duties **as** required and identified by management that shall not be intended to include regularly delegated Supervisory responsibilities,

**Working Team Leaders are expected to carry out their responsibilities in the spirit of teamwork and co-operation, not through direct supervision. A Working Team Leader requires a full scope of knowledge of all operations assigned to the group so as to effectively co-ordinate group members.**

Working Team Leader

Working Team Leader

Working Team Leader

Working Team Leader

## **ARTICLE 24 -- HOURS OF WORK**

### **24.01**

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.

### **24.02**

The normal ~~work~~ week shall consist of eight (8) hours per day and forty (40) hours per week.

Any change in the established shift hours shall be first discussed with the Bargaining Committee as far in advance **as possible** of any such change.

Employees assigned to a **two (2)** shift operation will be granted **a 30** minute unpaid lunch period and two (2) paid rest periods of **15** minutes, one in each half shift.

**Employees assigned to a three (3)** shift operation will be granted **a 20** minute paid lunch period and **two (2)** paid rest periods of **15** minutes, one in each half shift.

In the event of overtime exceeding the normal shift, one **additional ten (10)** minute paid **rest** period **will be** taken before the **overtime starts**,

There will be a five **(5)** minute wash-up period immediately prior to the lunch break and a five **(5)** minute paid wash-up period immediately prior to the end of shift.

### **24.03**

If an employee is required **to** change shifts, such change will be by seniority unless mutually agreed otherwise. Employees

will be given five (5) days notice. In the event the Company fails to **provide** advance notice the **Company** will pay time and one half for the first day of **work**. This will not apply when such **a move** is made at the request of, or to accommodate an employee.

**24.04**

In the event it becomes necessary for the Company to change the starting **and** stopping time **of** the **normal** shifts, or establish new shifts because of customer requirements, employees will be given at least five (5) days advance notice whenever possible.

**24.05**

**All employees shall rotate from one shift** to the other every **two (2)** weeks, except where **the** requirements of the job indicate necessity for **a** steady day or afternoon operation, as determined by **the** Department Manager.

The midnight shift shall be **a** steady, non-rotational shift.

## ARTICLE 25 – HOLIDAYS

### 25.01

During the length of this Collective Agreement, the Company **agrees to observe the GM schedule** for paid holidays as described below:

Statutory Paid Holidays	Non-Statutory Paid Holidays
New Years <b>Day</b>	Easter Monday
Good <b>Friday</b>	Friday preceding Victoria Day
Victoria Day	Friday preceding Labour <b>Day</b>
Canada Day	Friday preceding <b>Thanksgiving Day</b>
Labour Day	
Thanksgiving Day	Additional days corresponding to
Christmas Day	<b>GM</b> production schedules during
Boxing Day	the Christmas holiday period.

Those employees working the non-statutory Civic holiday will be paid a premium of 4 hours at straight time in addition to their regular rate of pay.

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

### 25.02

A seniority employee shall receive eight (8) hours pay at the employee's straight time rate for such paid holiday, providing the employee works the full regular scheduled days 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 will be paid for the holiday, provided **he/she** furnishes satisfactory proof that such absence **was** for reasonable cause, or **he/she** is excused in **writing** by the Company. An employee shall not lose more than two (2) **paid** holidays for any one day of absence. Lateness of up to two (2) hours the scheduled day prior to the holiday, and home early two (2) hours the scheduled day following the holiday will not be considered as failure to have worked the full scheduled shift.

**25.03**

Employees laid off in a reduction of the work force during the work **week** prior to or during the week in which the holiday falls, shall receive pay for such provided that they would otherwise qualify and provided they work their last scheduled work day.

**25.04**

When **a** holiday, specified herein, 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, shall receive an extra day off for each holiday and they shall be paid for such holiday.

**25.05**

**Employees** requested to work **on a specific holiday and** accept to work but fail to report for and perform such work. **and their absence is not for a reasonable cause, shall not** receive holiday pay under **this** holiday pay section for that specific holiday only,

**25.06**

When an employee is on layoff, sick leave or **on an** approved

leave of absence and returns to work following the holiday, but during the week in which the holiday falls they shall be eligible for pay for that holiday.

25.07

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

**ARTICLE 26 – VACATIONS**

**26.01**

The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation is determined by the employee's length of service as of June 30th each vacation year. The amount of vacation pay is based on total earnings (including vacation pay) between July 1st and the start of the approved vacation period, calculated at the percentage shown below for accredited years of service. Employees will receive all of their accrued vacation pay immediately prior to the declared summer vacation shutdown period. This vacation pay will be paid out no later than June 30th each year.

**26.02**

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

<b>VACATION</b>		
Less than 1 year	0 weeks	4%
1 year and less than 5 years	2 weeks	4%
5 years and less than 10 years	3 weeks	6%
10 years and less than 15 years	4 weeks	8%
Over 15 years	5 weeks	10%

**26.03**

The Company reserves the right to schedule vacations either individually, or in groups, during the period July through June 30th. Preference will be given to the employees having the greatest seniority. Vacation shall not be accumulated



year-to-year. Employees' vacations are mandatory and will be taken in accordance with customer shutdown periods. Vacation earned over and above customer shutdowns will be scheduled through the Leave of Absence process.

**26.04**

The Company will post the annual vacation shutdown by May 1st, or as advised by customer plants. Employees will have thirty (30) days immediately following postings to submit vacation requests in writing to management. Employees will be notified in writing within five (5) working days after the deadline for vacation requests whether or not their request can be granted. Every effort will be made to grant the employee's request considering the needs of production and giving preference to whole weeks by seniority and then by seniority. All requests made after the thirty (30) day deadline will be given last preference regardless of seniority.

**ARTICLE 27 – PROTECTIVE CLOTHING**

**27.01**

**The Company will pay each seniority employee on active payroll a protective clothing allowance amount to \$120.00 in each year of the Collective Agreement. This allowance will be paid upon proof of purchase.**

**During the life of this Agreement, the Company further agrees to provide the City Drivers with a pair of leather gloves on a quarterly basis, and provide new bomber style winter jackets on November 1st in each year of this agreement,**

**ARTICLE 28 – PENSION PLAN**

**28.01**

**The Company will provide a defined benefit pension plan based on \$28.00, \$30.00 and \$31.00 per year of service in each of the consecutive years of this Agreement, which will be formally set out in a pension document. The pension document shall form a part of this Collective Agreement. Early retirement without reduction will be available for members who have reached age sixty (60) and have at least twenty (20) years of service. The pension will be paid for life, or at least ten (10) years in any event. The pension plan cannot be changed without the consent of the bargaining agent.**

## **ARTICLE 29 – PAID EDUCATION LEAVE**

### **29.01**

The Company agrees to pay 1.5 cents (\$0.15) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid by cheque made payable to: **CAW Leadership Training Fund**, on a quarterly basis into a trust fund established by the National Union, **CAW**, effective from the date of ratification of this Agreement, and sent by the Company to the following address:

**CAW Family Education Centre, P.I.L. Training Fund**  
205 Placer Ct.  
Willowdale, ON **M2H 3H9**  
Attention: Ms. Andrea Bewsh  
**(416)497-4110**

### **29.02**

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 class time, plus travel time where necessary. Such level of absence is to be intermittent over a twelve month (12) period from the first day of leave. The Union and the Company agree that a maximum of two employees, who will continue to accrue seniority and benefits during such leave, will be on such leave of absence at any one time.

## **ARTICLE 30 – SOCIAL JUSTICE FUND**

### **30.01**

The Company agrees to **establish** a Social Justice Fund, **the** purpose of which is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

### **30.02**

Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$.01) for each straight time hour worked in a thirteen (13) **week period. The Company** will make these quarterly payments provided that:

- a) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act, and **ensures that all necessary steps are taken to maintain the** corporation in proper legal standing and **that** all requirements of the **Act** are met;
- b) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- c) The Union obtains and maintains a favourable income tax ruling from the federal department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- d) The Union provides the Company with annual audited financial statements of, and summaries of, each year's donations made by the non-profit corporation;
- e) The objects, by-laws **and** resolutions of **this** non-profit

corporation should limit it to making the following type of financial contributions:

1. Contributions to other Canadian non-partisan charities **that are registered** under the Income Tax Act.
2. Contributions to non-partisan international relief efforts **that** are recognized by the Canadian International Development Agency (CIDA) or any successor body that performs like functions.
3. Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions.
4. Contributions to **any** non-governmental and non-partisan development group recognized by CIDA and registered **as** a charity under the Income Tax Act.

### 30.03

The Company and the Union agree that the Company shall be under no obligation to begin making quarterly contributions set forth above until such time as the Union provides it with documentation to establish that the requirements of points (a) to (d) above have been, and are continuing to **be** met. Upon **the Union** providing this documentation **to** the Company, the Company at the next quarterly contribution date will make that contribution and all previously unpaid quarterly contributions to the fund's non-profit corporations.

Thereafter, the Company will pay each subsequent quarterly contribution **as** set forth above, for the life of this Agreement, as long as the requirements for (a) to (d) above continue to be met by the **Union**.

**ARTICLE 31 - PAYMENT OF THE BARGAINING  
COMMITTEE**

**31.01**

Prior to the expiry date of this Agreement, and for the thirty (30) calendar days following the expiry date of this Agreement, there will be a one time fund of \$15,000 available **as wages** for the members of the Bargaining Committee, including any sub-committee members, for the time spent during negotiating renewal of the Collective Agreement. **Any** hours spent outside of regular working hours in negotiating renewal of the Collective Agreement shall be paid **at** the applicable overtime rates.

**ARTICLE 32 - WAGES AND CLASSIFICATION**

**As per Schedule "A."**

*(The following table contains extremely faint and illegible text, likely representing a schedule of wages and classifications.)*



## **ARTICLE 33 – BENEFITS**

### **33.01 – LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Employees on active payroll, defined **as** those actively working, who have completed their probationary **period** with the Company shall **be** eligible for the life insurance benefit of 1.5 times annual earnings to a maximum of \$60,000 and basic accident death and dismemberment insurance with benefits equal to the amount paid under the group life insurance plan.

Employees with more than three (3) but less than twelve (12) months active service, will pay **fifty** percent (50%) of the monthly premiums by payroll deductions. The Company will pay the total insurance premiums for employees with more than twelve **(12)** months service.

A list will be put together identifying the Province of Ontario certified licensed massage therapists in the area for employees.

### **33.02 – EXTENDED HEALTH AND DENTAL**

Employees on active payroll **who have** completed their probationary period with the Company shall be eligible for extended health and dental care **as** described in the Maritime Life Insurance Company benefit booklet.

Employees shall not **be** required to co-pay any portion of approved claims under the Extended Health and Dental care plan.

Employees with three (3) months service, **but** less than twelve **(12)** months service will pay fifty percent (50%) of monthly premiums by payroll deductions, The Company will pay the total insurance premiums for employees with more than twelve **(12)** months service.

The Company will issue a drug card to purchase prescription drugs. A one dollar (\$1.00) usage fee will apply. Where applicable, prescription drugs will be generic, however if a patient has an intolerance, a brand name drug would be prescribed.

The Company will provide eighty (80) per cent coverage up to a lifetime maximum of \$1500 for orthodontics for employees, and their dependants up to age eighteen (19), covered under the Benefit plan.

#### **33.03 – VISION CARE**

Benefits under this plan will be limited to \$175.00 in year one, \$175.00 in year two and \$175.00 in year three of this Agreement for all employees and their dependants.

#### **33.04 – LONG-TERM DISABILITY**

The Company agrees to pay 100% of the premiums for Long-Term Disability.

Employees shall be entitled to Weekly Indemnity benefits as follow:

- Accident – zero (0) days
- Hospitalization – after 18 hours
- Illness – seventh day of illness to a maximum of **seventeen weeks**

#### **33.05 – CHRISTMAS BONUS**

The Company will pay a Christmas bonus of:

Year 1: \$250.00

**Year 2: \$300.00**

**Year 3: \$300.00**

**This bonus will be paid to each employee on active payroll on December 1st in current year Payment will be made by separate cheque or deposit, all appropriate deductions apply. "Active" applies to all full-time hourly employees on the TDS payroll list.**

**All other benefits remain unchanged unless amended in this negotiation.**

## **ARTICLE 34 – PAY DAY**

### **34.01**

Payday, shall be once per week, by direct bank deposit on Thursday.

Resulting from Company payroll error, and when an employee experiences a shortage in his/her weekly compensation, the Company will disburse a separate cheque to cover the shortage as follows:

- a) If the shortage is in excess of two (2) hours equivalent pay, and the request is received prior to 9:00 a.m. on Friday, disbursement will be made prior to shift end on Friday.
- b) Shortages of less than two (2) hours will be compensated for on the employee's next regular pay.
- c) The Company agrees to distribute pay statements by Thursday noon.

### **ARTICLE 35 - UTILITY RELIEF**

Utility relief employees (UR's) will be assigned to cover for all absences, reliefs, and/or other duties as assigned by management. While this position is not meant to replace the normal duties of the Working Team Leader, UR's may also be called upon to assist in training as required by the Company.

UR's will cover for absences for up to thirty (30) days before a Temporary Posting is required. If the duration of the absence is known to exceed thirty (30) days, the job will be posted in accordance with the Collective Agreement, within three days (3) after the Company becomes aware through written notification of the absence.

UR's will be utilized in their own group first by seniority among URs. If there is no work available in their own group, the UR will be utilized in another group/classification or assigned to other duties as required by the Company, based on seniority. The Company recognizes that cross training is at the spirit of the UR language and whenever possible a UR will be rotated throughout the plant and not used on the same job indefinitely.

UR personnel shall be entitled to overtime in accordance with Article 13 and will, for such purposes, be a part of their assigned group.

UR's will represent a percentage of the absentee rate per group based on vacation hours, LOAs, WSIB, WI and other absentee factors as determined by the Company. As a result of this formula UR levels will fluctuate and will be reviewed when necessary by the Company and the Union. Any increases or reductions will be done as per the Collective Agreement.

**ARTICLE 36 - COPY OF AGREEMENT**

The Company and Union mutually agree to share the **cost** of the printing of the new Collective Agreement, by a union printer.

**ARTICLE 37 – DURATION OF AGREEMENT**

**37.01**

This Agreement will remain in effect from July 10th, 2004 to July 10th, 2007 and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiration of said Agreement.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 26th day of July 2004.

## LETTERS OF UNDERSTANDING

### QUALITY PRACTICE

The Company and the Union recognize that providing a service of the highest quality is a vital element in determining the long-term success of the Company and in the enhancement of job security for all employees. The Company, the Union and the employees have also acknowledged the fundamental importance of quality and all recognize that we have a role and responsibility to provide a quality service (on-time, to specifications, and within budget) to satisfy our customers.

We will provide **Zero** Defect Services to our internal and external customers on time, all the time.

We will:

- Pursue leading-edge technology to provide distinctly superior services.
- Attain **an** unrestrained flow in our operations.
- Eliminate waste and constraints in every form.
- Insist upon quality in everything we do.
- Embrace change as an opportunity.
- Recognize **that** people are the Company.
- **Inspire enthusiastic cooperation to achieve success.**
- Demonstrate our commitment to our people.
- Always maintain our integrity.
- Lead by taking responsibility.
- Continue learning **at** all levels.



### **POSITIVE WORKING RELATIONSHIPS**

During negotiations, the parties discussed at length the importance of harmony and morale in the workplace. The Company recognizes the importance of such relationships and hereby commits to effective communications and relationships throughout the life of the agreement.

### **WORKING COMMITTEE TO IMPROVE MORALE**

The Company recognizes concerns raised by the Union in regards to respect and dignity within the workplace. To this end, the Company agrees to establish a joint committee with the Union to discuss opportunities for improvement. This committee will be established within thirty (30) days and will meet monthly. All recommendations will be reviewed between the Plant Manager and Plant Chairperson for resolution.

### **UNION SECURITY**

During negotiations the Company and the Union agreed to change the language under Article 6 to match the current practice of providing a list of employees that have had union deductions rather than those which have not. This change **recognizes the limitations of our current payroll system.**

It is recognized that the Union would prefer to receive the list of employees that have not had union deductions. The Company has agreed to ascertain whether the new payroll system could provide this exception report. If this is possible, it will be provided to the union.

### **UNION REPRESENTATIVES**

During the negotiation of this Agreement, the Company raised concerns regarding the process set out in Article 7 as it relates to Union **Representatives** time away from work. Specifically, the concerns focused around the delays in investigating matters, **as** contemplated by Article 16 and the delays of Union Representatives in returning to work after Union business has been conducted.

As expressed during negotiations, the Company recognizes and understands that Union Representatives play an important role in **the** administration and enforcement of the Agreement. The Union **as** well, however, understands that Union Representatives must contribute to the efficient ongoing operations of the Company.

Accordingly, **the** Union gave the Company its commitment that the Union Chairs will cooperate to ensure that use of this Article by Union Representatives is timely and not meant to provide unnecessary time away from work. In that regard, Union Representatives will report back to work without delay following completion of any authorized Union business. The Union further agreed that investigations contemplated by the Agreement **are** to be conducted quickly and efficiently, having regard to the working obligations of Union Representatives.

The Union acknowledged that the Company's position on Union Chair replacement is valid and agreed to limit the replacement of Union Chairs to arbitration, mediation, 3rd steps, and negotiations, and that Union Representatives will obtain permission from supervisors before leaving the building for purposes of investigations.

It was also agreed that a Union and Health and Safety Representatives will be present in the relevant zones when more than twenty employees are at work and the Union and Health and Safety representative will work if he/she is captured in the overtime hours; otherwise Union and Health and Safety representatives will not displace other employees for overtime.

Furthermore, The Union agrees to discuss with the Labour Manager, Human Resources Manager, or their designate delays or other matters that can impact this understanding.

#### **SPECIAL CIRCUMSTANCES – JOB POSTINGS**

During negotiations the parties had extensive discussions regarding our ability to respond accordingly to significant changes in business operations (increase or decrease) that may result in a higher than average number of job postings.

The parties agreed that they would work towards minimizing the effects of these special circumstances.

#### **SHORTWORK WEEK**

During the negotiation of this Agreement, the Union expressed concern that circumstances beyond the control of the employee and/or customer/and/or the Company would result in a loss of wages for employees on a temporary (less than one week) basis.

The Company agreed to provide employees 70% of lost wages, up to 40 hours of one week, when these events occur,

up to a maximum of \$250,000 during the life of this Agreement.

An employee shall be eligible to receive Short Work Week benefits after working the equivalent of two (2) hours in one week.

**An** employee shall be granted Short Work Week benefits for the following reasons:

- Customer shortage of parts
- **Acts of God**
- Power shortages/outages (or emergency breakdown of plant machinery/equipment or components for assembly or other conditions beyond the control of the Company **and** any other suppliers/customers that may cause a reduction in work.

An employee returning from layoff will not qualify for short work week benefits under this letter.

#### **SCHEDULED OVERTIME**

**During** the negotiation of this Agreement, the parties agreed to change the existing method of assigning overtime work. In an effort to **clarify** the intention of the parties with respect to Article 13.00 of the Agreement, specifically in reference to weekend overtime, the parties agreed to the following.

On Monday of each production week, the **Company** shall post in a designated area a weekend voluntary off shift sign up sheets. Any employee who is willing and able to work such overtime shall enter his/her name on such sheet by no later than the lunch break of the Tuesday afternoon shift.

When the Company must schedule full production in order to meet its customer(s) production schedules, up to eight **(8)** hours overtime will be mandatory, and will be scheduled by the Company. Employees may submit a Leave of Absence and that Leave Of Absence may be granted dependant on the number of employees available to cover the said LOAs.

In the event that only partial production is necessary to meet its customer(s) production schedules, employees not wishing to work may submit LOA requests for consideration.

If an insufficient number of employees have signed up to work the Saturday overtime shift, the Company shall first call in laid ~~off~~ employees, if **any, and** shall then call temporary employees. If employees continue to be required the Company will be entitled **to** schedule employees who regularly perform the necessary work to work, by low hours, in accordance with Article 13:02.

Employees signing for the work opportunity will be scheduled for work based **on** overtime hours of record as of the sign-up date in **accordance** with Article 13. Employees **who** do not sign for the work opportunity who otherwise would have been eligible to work will be charged for the hours **as if** they had worked,

#### **SHIFT EXCHANGE**

Provided that a minimum of twenty four **(24)** hours advance written notice is given to and approved by the immediate Supervisor(s) and the Union Chair person, employees of the same group may exchange shifts. An employee who fails to

report for the exchanged shift will be subject to any disciplinary action that the Company deems necessary in the circumstances.

It is understood that a shift exchange initiated by one or more employees will not result in an increase in cost to the Company including, but not limited to overtime. The employees changing shifts will assume all rights and responsibilities of the other person save and except seniority.

#### **CITY DRIVERS**

Both parties recognize that drivers do not have job ownership relating to individual runs or trips. However, in the spirit of the co-operation and the purpose and intent of this agreement the Company undertakes to offer preferred vacancies to senior drivers on the shift prior to posting a general driver vacancy.

The Union understands that drivers may need to be moved to suit the needs of the business and the Company will not do this in a punitive or arbitrary manner,

#### **DISABILITY DISPUTE RESOLUTION PROCESS**

During the negotiation of this Agreement, the Company and the Union discussed issues relating to the need for a Disability Dispute Resolution Process and agreed to develop this process in conjunction with the Union, within ninety (90) days following ratification.

**The Company agreed that, at a minimum, this dispute mechanism would include the use of Independent Medical Opinion (IMO)**

**INSURANCE WAIVER**

During the negotiation of this Agreement, the Union requested that employees not incur any loss of wages while awaiting WSIB approval.

The Insurance Carrier, in discussions with the Company, has agreed to reinstate its previous practice of paying Weekly Indemnity Benefits to employees during the WSIB waiting period, provided the employee qualifies for such benefits. However, once WSIB commences payments to the employee, the employee shall be obligated to repay to the Insurance Provider any Weekly Indemnity Benefits which they received, and which therefore result in a “double payment” for the subject period time. In the event the employee fails to make such payments, the Company, on behalf of the employee will reimburse the Insurance Provider, and the Company shall be entitled to deduct from the employee’s regular pay said amount.

Prior to receiving Weekly Indemnity Benefits as described herein, the employee shall enter into a waiver agreement.

The Union agreed and acknowledged that the above constitutes proper written authorization for the deduction of wages and further acknowledges that the above in no way violates section 8 of the Employment Standards Act, Ontario and or sub-section 14(1)-(3) of Ontario Regulation 325, in respect to the Employment Standard Act.

#### **SWIPE SYSTEM PAY ADJUSTMENTS**

The Union and the Company have acknowledged that the system utilized in the past for payroll adjustments was burdensome for **both** parties; however, the Company recently instituted new procedures that have significantly reduced these issues for both parties.

The Company agreed to continue to provide the current level of service on payroll adjustments.

#### **GROUP BENEFITS**

In the event the Company changes insurance carriers over the term of **this** Collective Agreement, the benefit level will remain unchanged.

#### **SAME SEX SPOUSES/COMMON LAW SPOUSES**

During the negotiations the Union expressed to the Company its desire to include spouses of the same sex in the Company's contractual provisions where permitted by law. A same sex or common law spouse is a person who has been residing **with the** employee in a conjugal relationship, for a continuous period of **at** least six (6) months, and has been publicly represented **by** the employee as the employee's spouse.

**As** a result **of** these discussions, the Parties agree that upon ratification of this Agreement the term spouse, used within the Collective Agreement and/or any benefit/insurance plans will include same sex and common law spouses.



#### **PAYROLL DEDUCTIONS**

During the course of negotiations, the Union expressed a desire for the Company to allow payroll deductions for various programs, including but not limited to, RRSP contributions, Canada Savings Bonds, and Credit Union.

The Company agrees that this is a valuable service to employees but expressed concern that a large number of programs could impact the efficiencies of the payroll department. The Union agreed that the Company would reserve the right to approve all choices for payroll deductions in a fair and reasonable manner.

#### **WORK STANDARDS**

When the company establishes work standards during the term of the Agreement, the standards will reflect fairness and equity, in that such standards shall recognize the reasonable working capacities of experienced employees working at a normal pace with regard to the required quality of work, the efficiency of operations, and ergonomic factors.

A work standard shall include and indicate the time available for personal, fatigue delay and other relevant allowances.

When a new standard condition exists which adversely affects the operation, an employee who is following the prescribed method and using the tools provided in the proper manner and is performing at a normal rate will not be disciplined for failure to obtain an expected amount of production.

In order to provide an effective resolution of work standard disputes the following will be used:

Where a dispute arises regarding a work standard that has been established or changed the employee shall take the complaint up with his/her supervisor. If the complaint remains, the employee may request a union representative who will be sent for without undue delay.

At this stage the company and the union shall:

- Identify the reason(s) for the disputed work allocation.
- Use all resources to address issues including, but not limited to, tooling, engineering or design specifications, health and safety, ergonomics, methods, layout, sequence, and process.
- Review available time or work study data. All studies used in developing a work standard shall show all elements into which the operation has been broken down, the element and points, the sequence of elements, the method, a general sketch showing the location of tools, equipment and stock applicable to the particular group or type of operations, and all other conditions and circumstances under which the operation was studied.
- Address issues including, but not limited to, non-standard conditions, off-standard material, malfunctioning machinery, tools and equipment, machine feeds, controls and speeds, product mix or other factors, which could affect the operation.
- The parties shall verify available work or time study data on the operator experiencing difficulty.
- A time study, using the stopwatch method, will be undertaken in an effort to resolve the dispute.
- If the dispute remains, a grievance may be filed in accordance with the provisions of the collective agreement.

If the company is considering changing the methods or ~~system~~ it uses to establish work **standards** it will, prior to implementation, review and discuss the modifications with the union.

The parties agree that the Terms of this Letter of Understanding will not be implemented until the company has determined and selected an appropriate time study method.

It is further agreed that the Terms of this Letter of Understanding will only apply to those jobs capable of being “standardized”, for example, Material Handling, Maintenance, etc.

#### **WORKING CONDITIONS**

During the current negotiations, the parties discussed the process of resolving working conditions matters in a timely fashion. It was recognized that there is a need to develop an ongoing mechanism to consider Union recommendations about facility improvements **and** plant working conditions. The formalization of procedures to include Union recommendations about facilities and working conditions matters in Management’s planning process can strengthen and improve the current method of resolving such matters on a regular basis.

Accordingly, Management advised the Union that periodic plant meetings would be established to provide the Union with an opportunity to propose facility and equipment improvements for Management’s consideration. When agreement is reached at the plant level between Plant Management and the designated Union representatives, recommendations for approval of such projects by higher Management will be made through the appropriate channels.

#### **TECHNICAL AND TECHNOLOGICAL CHANGE**

The Company and the Union agree that technical and technological change is necessary to remain a leading edge supplier in today's competitive market, and that these changes may impact bargaining unit employees by a reduction or increase in the number of bargaining unit employees.

The Company agrees to provide notice to the Union in advance of any technical or technological changes in the workplace, and to provide appropriate training to Bargaining Unit members where necessary.

#### **PRODUCTION LINE SPEEDS**

In the event that there is a loss of production the Company agrees not to increase the speed of such lines beyond the level for which they are adequately staffed.

one for absenteeism related issues, the other for violations of the Collective Agreement or Plant Rules and Policies and Procedures, following ratification of the Agreement.

The Company advised the Union that it is **also committed to** the principle of corrective and progressive discipline, subject to the specific circumstances of each case.

### **DISCIPLINE RECORDS**

During the negotiation process, the Union expressed concern over the application of discipline. Both parties agreed to review current practices and agreed to work together to resolve issues in a fair and reasonable manner.

**As** a measure of good faith the Company agreed to remove all verbal and written warnings in existence on the date of ratification only, excluding those relating to health and safety and attendance

### **EMPLOYMENT STANDARDS ACT**

**During** negotiations, the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario, June 5, 1995). During the negotiation process, the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered in the collective agreement.

**As** a result of these discussion, the parties agree to the following: **(A)** the rights, benefits terms or conditions of employment as set out in the Employment Standards Act and Regulations, as they existed on June 5, 1995, shall be the minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or a greater right, benefit, term or condition of employment in favour of the employee(s) with respect to a particular standard, the Collective Agreement shall prevail.

### **OCCUPATIONAL HEALTH AND SAFETY ACT**

During negotiations the Union raised a concern regarding possible future amendments to the Ontario Health and Safety Act and Regulations concerning workers' rights to refuse unsafe work.

„The parties therefore agreed that should such legislation be passed, the parties would meet as soon thereafter as possible to discuss the effects of such amendments, and to determine a fair and workable solution of maintaining the current rights of workers to refuse to perform unsafe work.

Furthermore, the parties agreed that for the duration of this Agreement, the right to refuse work, the processes in connection with same and the obligations of the Company, the Union and the employees, as set out in Sections 43 and 50, Parts 2 to 7 of the Occupational Health and Safety Act RSO 1995 together with the relevant regulations in effect upon ratification of this Agreement will continue to apply.

### **ADJUSTMENT COMMITTEE FOR LAID OFF EMPLOYEES**

In the event of any long term lay off, TDS Automotive-Oshawa agrees to provide office space and equipment, and to work in conjunction with the Union and any regulatory agencies to assist employees during this period.

### **TEMPORARY ABSENCE PROGRAM**

The Company assures the Union that it would participate in a Temporary Absence Program, on a case by case basis, should the Company be approached by the Ministry of Correctional Services and/or union provided that:

The employee being **so** recommended had seniority at the time of the recommendation, and

The nature of the offense that led to the incarceration does not adversely impact the employee-employer relationship.

### **WOMEN'S ADVOCATE**

As a result of discussions the Union and the Company agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about special **resources in the community such as counselors or women's shelters to assist them** in dealing with these or other issues.

The parties agree **to** recognize the role of the Women's Advocate will be served by a CAW female member. The female advocate will meet with female members **as** required to discuss problems with them in a private area provided for confidentiality.

The Women's Advocate will participate in an annual two **(2)** day training program. The Company will be responsible for wages. The Union will be responsible for per diem expenses.

The Women's Advocate will develop appropriate communication to inform female employees about the advocacy role.

#### DOMESTIC VIOLENCE

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

During these negotiations the Union requested a minute of silence be observed in memory of women who died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. or when local plant management determines the observance will have the least impact on plant operations. Flags will be flown at half-staff to mark this occasion.

#### AIDS VICTIM'S RIGHTS

The Company and the Union recognize and agree that Aids is an illness and falls within the definition of "handicap" contained in the Human Rights Code. As a result there will be no discrimination against any employee with Aids except as prescribed by the Human Rights Code. In addition, any employee with Aids who is capable of reporting to work and



**performing his/her regular job will not be transferred, isolate  
or otherwise have his/her seniority violated by virtue of  
having this illness,**

**SCHEDULE "A"**  
**CLASSIFICATION AND WAGE SCHEDULE**

Probationary Employees:  
(First Sixty Days Worked) – \$1.50 Under Regular Rate  
\$0.50 Increase In Each  
Twenty Days Worked

<b>Rates For Seniority Employees:</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
Production Operator	\$19.00	\$19.50	\$20.00
Tuggers, And Stockers	\$19.00	\$19.50	\$20.00
Lift <del>Truck</del> Driver	\$19.00	\$19.50	\$20.00
Cs-1 Quality Inspectors	\$19.00	\$19.50	\$20.00
City Driver	\$19.90	\$20.40	\$20.90
Maintenance Attendant	\$23.40	\$23.90	\$24.40
Maintenance Attendant <del>Trainee</del>	\$20.40	\$20.90	\$21.40
Temporary Employees	\$14.60	\$14.60	\$14.60
Working <del>Team</del> Leader/ Quarantine Attendant/ Data Receiver	\$ .50 Premium		
Utility Relief	\$ .25 Premium		
Union Chairperson	\$1.00 above City Driver rate		
Union Representatives	\$1.00 Premium		
<b>Health &amp; Safety Co-chair</b>	\$1.00 Premium		

Employees will be paid a shift premium of .45 cents (\$0.45) per hour for the afternoon shift and .75 (\$0.75) per hour for the midnight shift,

## 2004

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