

COLLECTIVE AGREEMENT

BETWEEN

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION**

and GENERAL WORKERS UNION OF CANADA,

AND

IT'S LOCAL 444

(HEREAFTER REFERRED TO AS "the Union")

AND

INTEGRAM WINDSOR SEATING

a division of MAGNA INTERNATIONAL, INC.

(HEREINAFTER REFERRED TO AS

"the Company")

12793 (03)

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This Agreement entered into this seventh day of November, 2007.

B E T W E E N

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION
and GENERAL WORKERS UNION OF CANADA,
AND
IT'S LOCAL 444
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**INTEGRAM WINDSOR SEATING
a division of MAGNA INTERNATIONAL, INC.
(HEREINAFTER REFERRED TO AS "the Company")**

STATEMENT OF PRINCIPLES AND INTENT

The parties have entered into this Model Collective Agreement to help them find better ways of working together to meet the Customers' expectations of a quality product at a competitive price **so** as to improve the profitability of the Company and thus improving **job** security for all employees.

In entering into this Agreement, the Company and the Union understand and respect the roles each must play in a collective bargaining relationship. Specifically, the parties recognize that

labour legislation mandates that the parties must bargain in good faith to reach a mutually satisfactory collective agreement. The Company and the Union recognize that ongoing communication and respect for each other's role will lead to joint solutions and ultimately promote long term job security for employees. It is for these reasons, both the Company and the Union are looking to achieve a relationship based on the following principles and ultimately promote long-term job security for employees:

1. The Company **is** recognized as a separate profit centre. The future of the Company is dependent on it achieving and maintaining an acceptable return on investment.
2. The job of management and employees is to ensure that quality, delivery, and a competitive price must be a priority to achieve job security. The parties further recognize that the best way to achieve job security is by having management and employees working together in harmony to meet the customers' expectations.
3. The Union recognizes that the Magna Corporate Constitution has been a key element in the Company's success.
4. This Agreement will be interpreted in accordance with the principles of the Magna Employee's Charter which are as follows:

a) *Job Security:*

Being competitive by making a better product for a better price is the best way to enhance job security.

To assist you, Magna will provide:

- Job Counselling
- Training
- Employee Assistance Programs

b) *Safe & Healthful Workplace:*

Magna strives to provide you with a working environment which is safe and healthful.

c) *Fair Treatment:*

Magna offers equal employment opportunities based on an individual's qualifications and performance, free from discrimination or favouritism.

d) *Competitive Wages & Benefits:*

Magna will provide you with information which will enable you **to** compare your wages and benefits with those earned by employees of your competitors, as well as with other plants in your community.

e) *Employee Equity & Profit Participation:*

Magna believes that every employee should share in the financial success of the Company.

f) *Communication & Information:*

Through regular monthly meetings between management and employees and through publications, Magna will provide you with information **so** that you will know what is going on in your Company and within the industry.

5. The Company and the Union will work together on the basis of dealing with known facts in their approach to problem solving and decision making.
6. The Company and the Union will explore the feasibility of introducing various programs based on objective benchmarks which will be jointly introduced during the term of this Agreement **to** give employees the incentive **to** develop ideas towards improving competitiveness in terms of safety, quality, timely delivery or cost.
7. The Company and the Union will endeavour **to** encourage employees **to** participate directly in problem solving, including the use of secret-ballot votes, on issues regarding their work environment.

8. **Employees will be given the opportunity to be involved in the development of programs and procedures to improve safety, quality, efficiency, and fairness.**

ARTICLE 1

RECOGNITION

- 1.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for those employees subject to this Agreement, employed by the Company, at the location identified below, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to and in accordance with the provisions of this Agreement. For the purpose of this Agreement, the term "employees" shall be as prescribed by the certificate issued by the Ontario Labour Relations Board dated January 9, 2002 and shall not include supervisors, employees above the rank of supervisor, office, clerical, administrative and technical employees, and security guards.

**Integram Windsor Seating
201 Patillo Road, RR#1
Tecumseh, Ontario
N8N 2L9**

- 1.02 Where the male pronoun is used in this Agreement, it is understood to apply to female employees as well.

ARTICLE II

NON-DISCRIMINATION

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

2.02 The Company, the Union and employees will not discriminate against any employee because of race, sex, creed, religion, colour, national origin, physical handicap, sexual orientation, or political affiliation nor will they condone sexual harassment or other harassment in any form. The parties agree that harassment is a serious problem that is commonly defined as engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcomed.

Harassment may involve such matters as name-calling, identifying jokes, stereotyping, or other demeaning or other insulting behaviour because the person is a member of an identifiable group.

Sexual harassment may involve such matters as crude sexual jokes or sexual names, the display of obscene or pornographic material, sexual advances, grabbing, touching, or other demeaning and insulting behaviour.

2.03 The Company and the Union agree to observe the provisions of the Ontario Human Right Code.

ARTICLE III

MANAGEMENT'S RIGHTS

- 3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and layoff employees and suspend, discharge, or otherwise discipline employees for just cause subject to the right of any seniority employee to lodge a grievance or request a review by the Fairness Committee in a manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.
- 3.03 The Union further acknowledges that the Company has a right to make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes of these rules and regulations will be discussed with the Plant Committee before publication.
- 3.04 Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.

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ARTICLE IV

STRIKES. STOPPAGES AND LOCK-OUT

- 4.01 The parties hereto agree that there shall be no strikes, work stoppages, work slow-downs, or lock-outs.
- 4.02 The words, "strike" and "lock-out" used herein, are agreed to have the meaning defined in the Labour Relations Act. S.O. 1995, c.I. Schedule "A" as amended.

ARTICLE V

UNION SECURITY AND CHECK-OFF

- 5.01 All present seniority employees who are currently members of the Union will be required to continue to be members of the Union as a condition of employment for the duration of this Agreement.
- 5.02 Present probationary employees and newly hired employees upon completion of their probationary period, shall become members of the Union, and will be required to continue to be members of the Union as a condition of employment for the duration of this Agreement.
- 5.03 The Company will deduct from the pay of each employee, including new hirees, the monthly dues and other assessments authorized by the constitution of the Union. The initiation fee shall be taken off the following pay period after the employee has completed his probationary period. This deduction will be shown on a separate column on the Union dues list prescribed in 5.04.

The Union dues shall be taken off the following pay period after an employee has worked 40 hours in any one calendar month. Union dues shall be calculated on the basis of the average of an employee's total earnings as defined in the constitution and by-laws of the national and local Union for the previous calendar month.

The Company shall deduct from each employee's regular supplemental unemployment benefits the monthly dues and other assessments as authorized by the constitution of the Union.

The Union will notify the Company, in writing, two (2) weeks in advance of the relevant month of any changes

in monthly dues deductions to be made.

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

- 5.04 A list of the total number of employees, along with all sums deducted as above shall be remitted by the Company to the financial secretary of the local Union by the 15th of the month following the month in which the deductions were made.

This list will contain employees' names, payroll numbers, addresses and telephone numbers, along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit, on layoff, leave of absence, or died.

The Company will also provide the financial secretary with the monthly alphabetical employee list.

The Company will reimburse any employee any dues that have been deducted in error as long as a claim has been submitted to the Company before the last day of the calendar month in which the deduction was made.

- 5.05 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article, or in reliance on any lists, notice or assessment furnished under such provisions.

ARTICLE VI

UNION REPRESENTATION

The Union shall be represented as follows:

- 6.01 By stewards whose respective areas of representation and jurisdiction will be agreed to by the parties based on the needs of the division. The parties agree that in determining the appropriate jurisdiction of a steward an attempt will be made to ensure that related jobs in areas will come under the jurisdiction of one steward to ensure there is consistency in dealing with problems that arise. The parties agree that the formula shall be one (1) steward per shift. The parties also agree that additional stewards may be appointed by mutual agreement.
- 6.02 The Company will recognize that there shall be, where numbers warrant, up to four **(4)** divisional Committee people whose respective area of representation and jurisdiction will be agreed to based on the structure of the division, plus one (1) skilled trades representative where numbers warrant, and one (1) full time benefit representative.
- 6.03 By a plant committee chairperson at the Integram Windsor Seating facility whose function shall cover all of the Company's operation. The chairperson shall perform full-time duties without loss of pay including overtime when 50% of the plant is working.
- 6.04 The committee persons in 6.02 together with the plant chairperson in 6.03 shall form the plant committee for the purpose of meeting with management for the administration of the collective agreement and collective bargaining.
- 6.05 **All** stewards, committee people, chairperson shall be employees of the Company who have been members in

- good standing with the Union for six (6) months or have one (1) year's seniority.
- 6.06 The Chairperson of the Plant Committee shall be retained on the day shift. The committee people shall be retained on the day shift where possible.
- 6.07 a) The plant committee, as outlined in section 6.02, will constitute the bargaining Committee for the purpose of contract negotiations with the Company, and such meetings will be paid for by the company.
- b) The CAW national representative will be present at contract negotiations.
- 6.08 The Company will provide the Union with a suitably furnished office for Union Representatives to discharge their duties.
- 6.09 The election of in-plant Union representatives, and executive board members shall be held on Company premises. Prior to the election, the plant committee chairperson and the manager of human resources will determine suitable location, times and date for voting. Voting will not be conducted on Company time.
- 6.10 Union representatives will adhere to the following procedures:
- a) He/she must request and receive permission from his supervisor or the supervisor's designated representative to leave his work for the purpose of presenting and adjusting complaints and grievances arising in his zone or area in accordance with the grievance procedure provided herein and to attend any regularly scheduled meetings with Company representatives, or for any other meeting for which prior consent of the manager of human resources is required. Such permission shall not be unreasonably withheld. The

Company will have a reasonable period of time to provide a suitable replacement when required for continuance of production. The Union Representative must inform his supervisor as to the nature of his business, the destination and probable duration of his absence. The Union Representative will promptly report back to work once he has completed Union business.

- b) When an employee wishes to see a Union Representative he/she shall notify his supervisor who will inform the representative of the request within a reasonable amount of time.

6.11 In the application of this article there shall be no suspension of work by any employee without the express permission of the employee's immediate supervisor.

6.12 The Union recognizes and agrees that the employees covered by this article have regular duties to perform in connection with their employment and therefore the business of administering this Agreement will be carried out with the least possible lost time from such regular duties. Union Representatives covered under this article will receive their normal rate of pay while performing Union business.

6.13 The Plant Chairperson shall receive the rate of pay equal to the highest classification in the Company.

6.14 The Union may designate an alternate who will function in the absence of any Union representative covered in this article. The Company will be notified in writing beforehand of such appointment.

6.15 The Company will grant, upon the request of the president of the local Union or the plant committee chairperson, permission for up to fifteen (15) employees in total to leave the plant at any one time, subject to the

proper operation of the business, and provided such request is made in writing at least five (5) working days in advance to the manager of human resources or his designate.

- 6.16 The Union agrees to notify the Company in writing, the names of in-plant representatives and executive members and any changes thereof.
- 6.17 The Company shall give the Union a list of management personnel who will be dealing with the Union in the discharge of this Agreement and shall notify the Union of any changes thereto.
- 6.18 The Plant Chairperson shall have preferred seniority plant-wide and the committee people and stewards will have preferred seniority in their zones.

ARTICLE VII

WORKPLACE PROBLEM SOLVING

- 7.01 The Company and the Union agree to provide employees an opportunity to become involved in internal dispute resolutions. Accordingly, the Company and the Union agree as follows:
- a) **A** Fairness Committee comprised of salaried personnel and employees shall be in place to deal with disputes and other workplace problems.
 - b) The Fairness Committee will act as a process for resolving workplace issues whether or not addressed by this Agreement. Decisions of the Fairness Committee shall not be arbitrable with the exception of decisions made under a reference pursuant to Section 8.03 (b).
- 7.02
- a) The Fairness Committee shall be comprised of volunteers from amongst all the employees.
 - b) The Fairness Committee will fully investigate the case before rendering its decision. All decisions made by the Committee will be made by secret ballot majority vote. The Committee may uphold, dismiss or modify the employee's proposed solution.
- 7.03 Interested salaried personnel and employees (excluding General Managers and Assistant General Managers) will be allowed to volunteer on an annual basis. To serve on the Committee, an employee must have successfully completed their probationary period. Each volunteer's tenure will be one (1) year long. Should the volunteer not have the opportunity to participate in the formal Committee Process during their tenure or insufficient numbers of employees volunteer during the successive Company solicitation, that

- volunteer is automatically eligible to stand for a second term.
- 7.04 a) Committee members must fully and impartially look into each problem before making a final decision. Members must also keep all information at every stage of the process strictly confidential.
- b) Should a Committee member break this confidence at any stage of the process, the member will automatically be removed from the Committee.
- 7.05 The Committee can review any permanent full time employee's concern after the employee has successfully completed their probationary period and up to and including the employee's last working day, including termination. Union policy grievances must, however, be dealt through the grievance arbitration process.
- 7.06 Any permanent full time employee who has successfully completed their probationary period can request the assistance of the Fairness Committee to help resolve a concern. An employee who requests the assistance of the Fairness Committee shall be deemed to have elected not to file a grievance under Articles VIII and X below. Such election shall be made prior to a grievance on the same matter reaching Step 2 of the grievance procedure. Accordingly, with the exception of decisions made under a reference pursuant to Section 8.03 (b), matters dealt with by the Fairness Committee are not arbitrable.
- 7.07 Committee volunteers will receive several hours of introductory training covering areas such as problem solving and listening techniques. Volunteers will be trained together and training will be conducted jointly by the Company and the Union.
- 7.08 Problem Solving Procedure

a) Step One

Based on Magna's Open Door Policy, an employee may, at any time, seek assistance with a problem / concern / question directly with their immediate supervisor as follows:

- Supervisor
- Department Manager
- Human Resources Representative
- Assistant General Manager
- General Manager

The employee is encouraged to speak to any supervisory level in sequence, but can always skip to any level if they are uncomfortable with anyone or feel the need to do so. If the problem remains informal and can be handled accordingly, the resolution of the issue will be conducted on a verbal basis, unless otherwise necessitated.

b) *Step Two*

Should the employee be dissatisfied or, for any reason, be unable to resolve their problem using the informal approach outlined in Step One, the employee can request that the Fairness Committee, as a formal body, review the problem.

To exercise the Fairness Committee option, the employee will:

- a) Record their concern along with their desired solution on a standard form; and
- b) Deposit their written concern in a discreetly located, standardized, "Fairness" box or hand it directly to Human

Resources.

Should the employee require assistance in any aspect of the Step Two process, they can seek the help of any employee they feel comfortable with in:

- regards to recording the problem and proposed solution
- presentation of their material at the Committee meeting, etc.

The deposited forms will be picked up on a regular frequency (i.e. daily, **bi-weekly**, weekly) by the division's Human Resources Representative, acting in a neutral capacity and protecting the employee's confidentiality throughout the process.

c) *Step Three*

Within 3-5 days, after determining the nature of the concern, the Human Resources Representative will either:

1. Counsel the employee in the event of a misunderstanding
OR
2. Present the concern to the **GM** for resolution satisfactory to the employee
OR
3. Begin the committee process by:
 - a) Activating the Committee member's selection process as follows:
 - i) Volunteers are chosen for a Committee meeting by the employee who has the concern or problem. The employee randomly selects names of four (**4**) volunteer employees and chooses three (3) of them to

participate on that particular Committee panel. The employee then randomly selects the names of three (3) supervisors and/or managers (excluding the General Manager and Assistant General Manager) and chooses two (2) of those names.

If an employee chooses a name of someone related to them, that volunteer's name would automatically be disqualified. Also, any Committee volunteer directly involved in the employee's concern or having helped the employee at an earlier state in the process would be unable to act as a voting member on that particular Committee panel.

- b) Scheduling the Committee meeting as soon as possible after the date of the original concern, and no later than 30 days;
- c) Advising / assisting the employee regarding the presentation of their case; and,
- d) Advising / assisting any parties who will be directly involved in presenting information regarding the problem.

d) *Step Four*

Upon reviewing all the details concerning the employee's problem, the Committee will:

1. Secretly vote and reach a final decision based on a simple majority
- OR**
2. Table the problem to a future meeting should more information be required.

The Committee's final decision on all matters other than termination can:

1. Uphold the original decision being appealed
OR
2. Overturn the original decision
OR
3. Modify the original decision

In the case of a termination, the Committee's final decision shall make a recommendation to be considered in a secret ballot vote by the terminated employee's peer group as defined in this agreement.

e) ***Step Five***

Once the Committee has reached a decision, the employee will be notified immediately (within one (1) Day) in writing and counselled as appropriate. Notification will be in writing to the General Manager and the appropriate personnel (i.e. those directly involved in the problem and affected by the decision). A copy of the executed Panel Recommendation will be provided to the Plant Chairperson within 24 hours of the decision being rendered.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.01 A grievance shall consist of any complaint, disagreement or difference of opinion between the Company and the Union, or between the Company and an employee **covered** by this Agreement **which** concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement where the employee has not utilized the Fairness Committee as set out in Article VII above.

8.02 Either the Company or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of this Agreement on a matter arising directly between the Union and the Company within five (5) working days of such party having knowledge or should have reasonably become aware of such incident giving rise to the grievance. Such grievances shall commence at the second step of the procedure set out below in this article. The Union shall not file a policy grievance on a matter that is properly a matter which has been made the subject of an individual grievance under Articles VIII or X or a reference to the Fairness Committee under Article VII.

8.03 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

a) Step One

Any individual grievance must first be submitted verbally to the immediate supervisor within two (2) working days of the employee having knowledge of the incident giving rise to the complaint. The employee's Union Representative shall be involved. The immediate supervisor will respond verbally within one (1) working day. Failing

Settlement, the grievance may, within three (3) working days, be submitted in writing on a form provided by the Company, setting out the nature of the grievance, the section or sections of the Collective Agreement claimed violated, where possible, and the remedies sought. The immediate supervisor shall reply, in writing, to the Union Representative within three (3) working days thereafter. If the Union does not receive a satisfactory response, the Union may proceed to the next step of the grievance procedure.

b) Step Two

The grievance may be submitted to the Human Resources Manager of the Company within a further three (3) working day period from the unsatisfactory response at Step One. Within the next three (3) working days, the Human Resources Manager shall schedule a meeting with the Plant Chairperson, relevant Committee Members and Department Managers for the purpose of discussing potential settlement. In the event the grievance(s) cannot be settled, the Human Resources Manager will answer the grievance, in writing to the Union, within three (3) working days following the meeting. In the case of an individual grievance, where either the Local Union Chairperson or the Human Resources Manager deem appropriate, the grievance shall be referred to the Fairness Committee commencing at clause 7.08 (Step 3). If either party is dissatisfied with the decision of the Fairness Committee, the grievance will proceed to Step Three of the grievance procedure.

c) Step Three

If no agreement is reached at Step Two, then within three (3) working days of that decision, the grievance may be appealed to the Corporate Vice President of Human Resources or his designee(s). The grievance will then be discussed between the National Representative and the Corporate Vice President of Human Resources or his designee(s) within two (2) weeks. Within five (5) working days, of such discussions, the Company shall provide a written answer on the grievance to the National Representative.

d) Step Four

If the Union and the Company cannot reach a settlement, either party may, within five (5) working days of receiving the reply at Step Three, submit the grievance to arbitration.

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

8.05 Where a grievance involves the payment of back wages and the employee's grievance has been allowed, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee.

8.06 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance shall commence at **Step Two**.

ARTICLE IX

ARBITRATION

- 9.01 In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing no later than the five (5) days outlined in Step Four of the grievance procedure.
- 9.02 The parties agree that the Arbitrator shall be selected on a rotating basis from a panel of the following four **(4)** arbitrators:
1. Gail Brent
 2. Bram Herlich
 3. Robert Herman
 4. Paula Knopf
- 9.03 Should any of the Arbitrators constituting the above-mentioned panel of Arbitrators withdraw or resign from the panel, then the party who nominated the Arbitrator who has withdrawn or resigned, shall forthwith submit to the other party to this Agreement, a list of four **(4)** nominees from which shall be selected one (1) nominee to replace the Arbitrator who has withdrawn or resigned.
- 9.04 The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration.
- 9.05 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 9.06 Grievances appealed to arbitration will be presented to the arbitrators herein before set out who will act in rotation in order that their names appear. Only

grievances, relating to the same violation or alleged violation of this Agreement may be grouped for such arbitration hearing before the appropriate arbitrator. Submission of grievances to the arbitrators will be determined in this order:

- a) by the date of the Company's reply to the grievance at Step Three of the grievance procedure;
- b) by the date which the grievance was filed in the event that the Company replied to more than one grievance at Step Three on the same day; and
- c) by the grievance number if more than one grievance was filed on the same day.

Grievances concerning suspension, discharge, interpretation of the agreement, including welfare plan shall be processed to arbitration prior to all other types of grievances unless mutually agreed otherwise.

- 9.07** The arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, or to make any decision inconsistent with the provisions thereof except in the case of suspension and discharge where the arbitrator will have the right to modify, or deal with any matter not covered by this Agreement. Any recompense may be made retroactive to the date on which the matter was first brought to the Company's attention pursuant to clause 8.03.
- 9.08** The decision of the Arbitrator shall be final and binding on the parties and any employee affected by it.
- 9.09** Hearings will be held alternately on Company and Union premises or at other locations by mutual Agreement.
- 9.10** The Union will notify the Human Resources Manager as

far in advance as possible of the names of bargaining unit employees required to attend arbitration hearings as witnesses.

- 9.11** All time limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by written agreement between the Company and Union.

ARTICLE X

DISCIPLINARY ACTION

10.01 Discharge or Suspension Grievances:
A claim by a seniority employee that he/she has been suspended or discharged, without just cause, subject to clause 7.06, shall commence at Step Two of the Grievance Procedure, provided the grievance is submitted in writing within three (3) working days after the suspension/discharge occurs and provided the employee does not elect to have the matter reviewed by the Fairness Committee.

Such grievances may be settled by confirming the suspension or discharge, or by reinstating the employee with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

10.02 A disciplinary record shall be removed from the employee's file in the event that a period of twelve (12) continuous working months have elapsed since the issuance of such discipline with no further discipline being subsequently issued. Where an employee with no prior disciplinary action on file incurs a first level disciplinary counseling, such discipline will be removed from the employee's record in the event they work a further six (6) continuous working months without further disciplinary action being incurred. This exception is not applicable to attendance counseling.

10.03 The Company will issue discipline in a fair and just manner within two (2) working days of making the employee aware that the Company has determined upon completion of any necessary investigation, that the employee has engaged in conduct warranting discipline.

10.04 Upon written request from an employee to the

Company's Human Resources Manager, the Company will provide such employee with access to appropriate portions of their personnel file. Access will be provided within a reasonable period of time, and should the employee request reproduction of their personal information, copies will be provided at cost. It is understood that the Company will not be obligated to disclose certain information exempt under the Personal Information and Protection of Electronic Documents Act ("PIPEDA") including personal information concerning third parties, confidential commercial information, investigative materials or information protected by legal privilege.

- 10.05 The supervisor shall ask an employee if they want a steward in attendance whenever an employee is to be given a disciplinary warning or is to be suspended or discharged, or is the subject of a disciplinary investigation.

ARTICLE XI

SENIORITY

- 11.01 Each new employee will complete a probationary period of sixty (60) working days. After completion of the above probationary period, the employee shall be assigned a seniority date from their first day of employment. The discharge of a probationary employee shall be at the sole discretion of the Company and the matter will not be arbitrable. The employee will however have the right to have their case reviewed by the Manager of Human Resources.
- 11.02 When two (2) or more employees have the same seniority date, seniority shall be determined by the lowest payroll number.
- 11.03 The Company will post an accurate up-to-date seniority list monthly, or otherwise following significant changes in staffing.
- 11.04 **Loss of Seniority:**
The seniority of an employee shall be lost and the employment of such employee terminated for any one of the following reasons:
- a) if the employee quits.
 - b) if the employee is discharged and the employee is not reinstated through the grievance procedure or Fairness Committee process.
 - c) if any employee is laid off from the Company for a period in excess of thirty-six (36) months.
 - d) if any employee fails to report to work when recalled from layoff within three (3) consecutive working days following notice to report by the Company by registered mail to the employee's last known

address, except where the employee's inability to report is due to extenuating circumstances beyond the control of the employee, in which case, the Company may provide a reasonable extension.

- e) when an employee is absent from work for three (3) consecutive working days without notifying the Company the reason for their absence, except where the absences qualify as an Emergency Leave Day for the purposes of the Ontario Employment Standards Act.
- f) if an employee accepts other employment while on Leave of Absence without the express permission of the Company.
- g) when an employee retires pursuant to the Company's retirement policy.
- h) if an employee remains absent from work after the end of a leave of absence granted under this Agreement, except where the employee's inability to report is due to extenuating circumstances beyond the control of the employee, in which case, the Company may provide a reasonable extension.

11.05 Where a seniority employee is transferred or promoted outside of the bargaining unit, such employee may be returned to the bargaining unit without loss of seniority within sixty (60) working days. In the event that the employee remains in the non-bargaining unit position beyond this period, their prior seniority within the bargaining unit shall be **lost**.

ARTICLE XII

JOB POSTING PROCEDURE

12.01 a.) If a permanent vacancy exists, or a new vacancy is created within a classification, such an opening will be posted within five (5) working days on the plant bulletin boards, for a period as specified in this job posting procedure. During such time seniority employees may make application for such vacancy. The posting will identify the following details as applicable:

- Shin
- Department
- Classification
- Main duties and activities of the job
- Number of Openings
- Pay rate and premiums
- Qualifications necessary to do the job
- Name of person to apply to
- Date and time to post and close the bid

b) A seniority employee who wishes to apply for the job posting shall submit their application to the Human Resources Department, Central Job Posting Box. Before submitting their application, the employee shall date/time stamp their application and the employee shall retain a copy of their application for themselves. A copy of all job postings and applications will be given to the plant chairperson.

If an employee applies for more than one (1) job posting at one time, he must indicate which job is his preference.

12.02 a.) A selection will be made on the basis of skill and the ability to meet job requirements. Where appropriate, testing will be used for the purposes of assessing these factors. Should testing determine that the skill and

ability requirements have been met, **vacancy(s)** will be awarded on the basis of seniority.

- b) Notwithstanding 12.02 (a) the following classifications will be based on seniority only: assembler; inspector/packer; material handler; and, janitor.

12.03 a.) Employees will be eligible for a maximum of two (2) permanent transfer opportunities per calendar year, unless the posted vacancy is to a job classification that is a higher rate of pay.

- b.) An employee applying for an opportunity within their own job classification and department will be obligated to accept the job transfer in the event that they are the successful candidate.

- c.) An employee applying for an opportunity outside of their job classification and department may either accept or reject the transfer offer presented to them. Should the employee accept the transfer into a new job classification or department, the employee shall, with reasonable familiarization, demonstrate their ability to perform satisfactorily in a new position within a three (3) working day decision period. If necessary, this decision period may be extended by mutual agreement. Should an employee be found to perform unsuccessfully, or decline the new position within the three (3) working day decision period, they shall be returned to their original classification previously held. Where the employee either rejects the transfer opportunity outright, or returns to their former job classification after the three (3) working day decision making period, this will be counted as one of their annual transfer opportunities.

12.04 a.) If a permanent vacancy occurs, it will be posted on a plant-wide basis for a period of forty-eight **(48)** hours.

- b.) The resulting vacancy, created by the original

posting, will be filled through a second forty-eight (48) hour posting, which will be posted on a plant-wide basis.

- c.) Any subsequent vacancy will be filled at the discretion of the Company. In the event that any concerns arise with respect to the filling of subsequent vacancies, such concerns will be discussed between Management and the Union.

12.05 Results of the job posting, including the name, employee number and department of the successful applicant, will be submitted to the plant chairperson and posted on the plant bulletin boards. The employee will be placed in the new position within (10) ten working days of the job posting being removed, subject to any further extension as agreed to by both parties.

12.06 In the event a job posting is cancelled, the company will inform the union, in writing, and will post the reason for the cancellation.

12.07 Temporary work assignments shall be defined as the temporary movement of employees within the classification or from one classification to another classification and/or one department to another department.

- a.) Temporary work assignments of up to two (2) calendar weeks in duration shall be filled at the discretion of the Company (including but not limited to, the use of ABS, Utility and employees recalled from layoffs, etc.).

- b.) Temporary work assignments in excess of two (2) calendar weeks in duration will be posted in the affected department for a period of forty-eight (48) hours. The resulting vacancy, created by the temporary job posting, will also be posted in the

affected department for a period of forty-eight **(48)** hours. Temporary job postings will be filled on the basis of seniority, providing the employee is able to satisfactorily perform the work to be done. Any subsequent vacancy created will be filled at the discretion of the Company.

- c.) For periods in excess of thirty (30) calendar days, temporary work assignments will be restricted to pregnancy and parental leaves, family medical leaves, and medical leaves of absence. Upon mutual agreement, temporary work assignments may be extended beyond thirty (30) calendar days.
- d.) Temporary work assignments shall not be used to avoid job postings or circumvent seniority rights.
- e.) Where appropriate, temporary work assignments may include the utilization of employees requiring modified duties, should such positions be within any identified physical restrictions.
- f.) If the posted vacancy *is* a temporary vacancy, the person who is awarded the vacancy shall return to their previous position when the person for whom they were filling in returns to work.

ARTICLE XIII

LAYOFF AND RECALL

- 13.01 When the Company deems it necessary to reduce the workforce, the Company whenever possible, will attempt to give employees, five (5) working days notice of layoff.
- 13.02 In case of a layoff of three (3) weeks or less employees may be laid off and recalled by plant wide seniority amongst the employees in the classification within the department and shift affected provided the remaining employees have the necessary skill and ability to perform satisfactorily the work.
- 13.03 In case of layoffs from work for more than three (3) weeks, employees will be laid off by plant wide seniority amongst employees in the classification within the department and shift affected, provided the remaining employees, with the appropriate familiarization, have the necessary skill and ability to perform satisfactorily the work.
- 13.04 Employees affected by a layoff for more than three (3) may displace:
- a.) The employee with the lowest seniority in the same classification and same department on any shift ;
OR
 - b,) The lowest seniority employee on the rotating shift plant-wide; **OR**
 - c.) The lowest seniority employee in the plant.

In situations where multiple employees are laid off at the same time, such employees will have their choice of available positions on the basis of seniority.

Seniority employees must demonstrate the skill and ability to perform satisfactorily the new work assigned with appropriate familiarization.

Employees who take a lower paying position rather than being laid off will receive the pay rate of the lower classification.

13.05 In the case of a recall within ninety (90) calendar days of a layoff pursuant to section 13.03, employees who have been displaced by such layoff shall have a choice to go back to the job from which they were displaced. In all other cases, employees on layoff shall be recalled on the basis of seniority provided the employee has the skill and ability to perform satisfactorily the work available with appropriate familiarization.

13.06 Seniority employees who are subject to layoff are entitled to receive benefits under the Layoff Security Plan negotiated between the Company and Human Resources Development Canada. To be eligible, employees must:

- (1) be eligible for E.I. benefits; and
- (2) be laid off solely due to temporary shortage of work.

Such employees will be paid 60% of their normal weekly income, up to the E.I. maximum, to cover the two (2) week waiting period before E.I. benefits normally become available. The benefit is not payable until the employee is in receipt of E.I. benefits. Employees will be required to submit their E.I. benefit stub to the Human Resources Department to verify receipt of E.I. benefits.

The administration of this plan shall be governed solely by the summary document approved by Human Resources Development Canada and it is hereby understood that in case of any inconsistency between the summary document and this Agreement, the summary document shall prevail.

ARTICLE XIV

LEAVES OF ABSENCE

14.01 A personal leave of absence of three (3) days or less must be approved by the employee's immediate supervisor. Leave of absence periods of more than three (3) days must be approved in advance, in writing, by the Manager, Human Resources or his designate on the forms provided.

14.02 Pregnancy / Parental Leave of Absence will be available to any employee in accordance with the Employment Standards Act. Seniority will accumulate during the period of pregnancy/parental leave.

Before returning to work, following the pregnancy leave, the employee must provide the Company with a physician's certificate stating that she is fit to return to her normal duties, at least five (5) working days prior to the date of return.

14.03 Medical Leave: An employee with seniority who is unable to work because of illness or injury and who provides the Company with satisfactory medical evidence shall be granted a medical leave while disabled, equal to his seniority at the date of disability or five (5) consecutive years, whichever is greater, provided however, that such leave shall cease when the employee attains age 65.

14.04 Bereavement Leave: When a death occurs in an employee's immediate family (current spouse, father, mother, son, daughter, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law), the employee will be granted bereavement leave with pay for five (5) consecutive working days, excluding Saturday and Sunday.

Employees will be granted bereavement leave with pay

for three (3) consecutive working days, excluding Saturday and Sunday for the following; grandparents, spouses' grandparents, great-grandparents and grandchildren.

Special consideration may be given for unusual circumstances that are not covered by the above.

Employees are responsible for requesting bereavement leave from their immediate supervisor and may be required to submit documentation, upon request.

Bereavement pay will not be paid in addition to any other type of allowable pay for the same day(s), such as holiday pay, vacation pay or any other days that would have been used when not performing work for the Company.

The parties agree that attending a memorial service when individuals are unable to travel to the funeral will be considered eligible for bereavement leave and pay.

14.05 Jury Duty/Crown Witness Leave: A seniority employee who is summoned and reports for jury duty, shall be paid by the Company an amount equal to the difference between the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for, or performs, jury duty, on which he/she otherwise would have been scheduled to work for the Company and, the wages that would have been earned by the employee from the Company by working during straight-time hours on such days.

This clause will also apply in the case of an employee who was working afternoon or night shift, who has to report for jury duty or crown witness during non-scheduled working hours. Such employee will be granted his shift off with pay, the shift following or shift prior to the day he reports for jury duty or crown witness.

- 14.06 Union Leave: Any employee with seniority elected or appointed to Union office or selected for other Union activities by the national Union, local Union, the Ontario Federation of Labour, Canadian Labour Congress, shall be granted an unpaid leave of absence for a period of one (1) year with extension privileges, providing however, that such employee shall renew their leave of absence annually.

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

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

- (1) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence that he/she has been accepted as a student by a recognized college, university or school.
- (2) On the expiry of each term or semester the employee shall provide the Company with proof of attendance.
- (3) The Company may extend the leave for additional periods, not to exceed one (1) year each period.
- (4) Seniority shall accumulate during Education Leaves. Attendance at a primary or high school shall be regarded as meeting this provision.

14.08 CAW Paid Education Leave:

- (a) The Company agrees to pay into a special fund 3¢ per employee for all compensated hours for the purpose of providing paid education leave. Such monies to be paid on a quarterly basis into a trust fund established by the national Union, CAW and sent by the Company to the CAW Leadership Training Fund, R.R. #1, CAW Road 25, Port Elgin, Ontario N0H2C5.

The Company further agrees that members of the bargaining unit, selected by the Union to a maximum of four (4) employees per year to attend such courses, will be granted a leave of absence without pay, for twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave.

- (b) The Company agrees to contribute 1¢ per hour worked to the Social Justice Fund effective on the signing of this Agreement. The Company agrees to forward the contributions quarterly to the Bank of Montreal, Transit # 2465 Account # 1018-788.

The Company will forward the number of employees, the number of hours used in the payment calculation and the period of time covered to the plant chairperson and to the following address at the same time the contributions are made: CAW/Social Justice Fund, 205 Placer Court, Toronto, Ontario M2H 3H9

- (c) The Company agrees to pay into a Legal Services Fund in the amount of \$0.07 cents per straight time hour worked commencing November 7, 2005.

14.09 After a leave of absence, except where otherwise provided in this collective agreement, an employee will

be placed into his former classification if it still exists, seniority permitting.

- 14.10** The Company will grant a seniority employee a one (1) time unpaid leave of absence for a period not to exceed one hundred and twenty (120) calendar days, where the employee has been incarcerated as a result of an impaired driving charge or conviction pursuant to the Highway Traffic Act. Upon return to work, the employee will be reinstated, subject to successful completion of a substance abuse treatment program, should such assistance be deemed appropriate.

ARTICLE XV

HOURS OF WORK

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

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

Each shift will include:

A 30 minute unpaid lunch period. In the event the Company switches to three (3) shifts, a twenty (20) minute paid lunch will be included in each shift for those departments on a three (3) shift schedule.

A ten (10) minute rest period for all employees shall be scheduled each half shift.

15.03 Report In Pay:
An employee who has not been notified in advance not to report for work and who reports for their scheduled shift will be given the minimum of four (4) hours work at the regular rate.

This will not apply if the Company is unable to provide work due to power shortage, failure of power supply or any other conditions beyond the control of the Company.

15.04 Call In Pay:
When an employee has left the premises, after completion of their normal shift and is called upon to return to the plant for emergency duties, that employee will be paid for the time actually worked at the applicable rate. The employees called back under this provision will be guaranteed a minimum of four (4)

hours work or pay at the applicable rate.

- 15.05 If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. The employee will transfer to the same classification group on the opposite shift. Employees will be given at least five (5) working days advance notice, whenever possible.
- 15.06 In the event it becomes necessary for the Company, because of customer requirements, to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will review such change with the plant committee (5) working days in advance, if possible, before such changes are affected. Employees will be given at least five (5) working days advance notice whenever possible.

ARTICLE XVI

OVERTIME

- 16.01 Overtime premiums shall be established as follows:
- a) Time and one-half will be paid for all time worked by an employee in excess of eight (8) hours in a day or forty (40) hours in a week.
 - b) Time and one-half will be paid for all time worked on a Saturday.
 - c) Double time will be paid on Sunday.
 - d) Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.
- 16.02 For the purposes of Article 16.01 (a), time and one-half (1.5) will be paid for all time worked by an employee in excess of eight (8) hours in a continuous twenty-four (24) hour period.
- It is understood that an overtime rate will not be paid in the following circumstances:
- (a) where the change in hours of work has been initiated by either an employee or the Union; or
 - (b) where the hours of work have been changed due to customer requirements or as a result of circumstances beyond the Company's control.
- 16.03 a) When reasonably possible the employee shall be given twenty-four (24) hours notice in the case of weekend overtime. Such notice shall also be given to the steward representing the concerned.

- b) As far as reasonably practicable, overtime will be equally distributed by classification in the department on the shift the overtime occurs. Equitable distribution shall mean that in the event of overtime scheduling, the employee with the lowest accumulation of overtime hours on the shift and in the classification for which the overtime is required will be offered the overtime opportunity. If the Company is unable to obtain sufficient employees among those employees in the classification, the opportunity will be given to the employees with the least amount of overtime on the same shift in the department, who are capable of performing the work to be done without training.

- c) If the Company is still unable to obtain sufficient employees among those employees on the same shift in the department, the opportunity will be given to employees on the same shift within the plant who have the ability to perform the work.

- d) An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work, shall be charged with the overtime hours so scheduled.

- e) If an employee is available for overtime and is off the day the overtime is being offered, it is the employee's responsibility to inform his supervisor that he is available for overtime.

- f.) For equalization purposes, only production related overtime hours shall apply.

16.04 If an employee is offered an overtime opportunity, whether the employee accepts or refuses, the employee will be charged with the overtime hours asked to work. All hours being equal, canvassing will be

done by seniority. Employees will be charged overtime on the basis of hours worked or offered. e.g. Eight (8) hours at one and one-half (1 1/2) is equal to twelve (12) hours charged. Eight (8) hours at double time (2) is equal to sixteen (16) hours charged. Hours worked on a holiday will be charged at double time. An employee who has accepted an overtime assignment and fails to report for work, shall be charged an additional number of hours equal to that number of hours originally scheduled.

- 16.05 The Company will maintain up to date records of the overtime worked in each department and these records shall be posted daily, in the department by shift.
- 16.06 Any employee entering the classification shall take the highest hours of overtime in the classification in the department on the shift for the purpose of equitable distribution. Those employees who agree to switch shifts, shall assume each other's overtime hours for equalization purposes.
- 16.07 When the company must schedule overtime to meet the proper operation of the business, and sufficient volunteers cannot be obtained, overtime will be **mandatory** for those in the classification, department, and shift affected.
- 16.08 An employee working overtime shall be paid the applicable shift premium for any hours worked.
- 16.09 An employee working more than eight (8) consecutive hours in a day will get a ten (10) minute rest period prior to the commencement of overtime.
- 16.10 For the purposes of equalization, **employee(s)** overtime hours will be brought to zero on January 1st of each year.

ARTICLE XVII

VACATIONS

- 17.01 Each employee is granted vacation based on length of continuous service with the Company. For the purposes of vacation entitlement only, length of continuous service is calculated from the original date of hire with the Company or any other Magna Division provided that such continuous service is not broken for a period greater than six (6) months.

The vacation reference period will be from July 1st to June 30th of each year. Vacations will be taken during the calendar year (January 1st to December 31st) of each year, based on vacation time the employee is eligible for on June 30th of that year. Employees may be required to take their earned vacation during plant shutdown, which is normally scheduled for July of each year.

- 17.02 All employees are required to submit an Authorized Time Off Form, twenty-four (24) hours in advance if they desire to be absent for vacation day(s). The employee's Supervisor will record the date and time submitted on the Authorized Time Off Form. Subject to the proper operation of the business, the employee's Supervisor will approve or deny the absence.

- 17.03 Vacation eligibility for employees with less than one year of service is determined by the following schedule :

<u>Month</u>	<u>Year</u>	<u>Days Earned</u>
July	Previous	10
August	Previous	10
September	Previous	9
October	Previous	8
November	Previous	7
December	Previous	6
January	Current	5

<u>Month</u>	<u>Year</u>	<u>Days Earned</u>
February	Current	5
March	Current	4
April	Current	3
May	Current	2
June	Current	1

17.04 Vacation eligibility is determined by the following schedule:

<u>Years of Service</u>	<u>Vacation Eligibility</u>
1 year to 3 years	2 weeks
After 3 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks

17.05 Pay for vacation time will be at regular base wages. The employee pay stub will only show accrual on overtime hours.

17.06 The Company reserves the right to schedule vacation periods and limit the number of employees on vacation at any one time in order to assure the proper operation of the business.

17.07 Employees must submit their vacation requests to their supervisor no later than January 31 of each calendar year. Vacation requests submitted on or before January 31 will be considered and scheduled in accordance with the employee's seniority, subject to the proper operation of the business.

17.08 Employees submitting their vacation requests on or after February 1 but prior to June 1 of the calendar year will have their vacation request considered and scheduled in accordance with the date the request was submitted, subject to the proper operation of the business. Vacation requests submitted on the same day will be considered and scheduled in accordance with the employee's seniority, subject to the proper

operation of the business.

- 17.09 The Company will schedule, at its sole discretion, all vacation time remaining outstanding as of June 1st, for which an employee has not submitted a vacation request.
- 17.10 Any employee who, without a reasonable explanation and without notifying the appropriate Company officials in a timely manner, does not return to work after their vacation will be considered to have voluntarily terminated their employment.
- 17.11 Employees may use available vacation in 1/2 day increments only where approved by the Supervisor where partial days are worked due to production downtime. **All** other vacation days must be taken in full day increments.
- 17.12 Unused vacation cannot be accumulated and carried into the next calendar year. Any accrued or unused vacation pay will be paid out on or before December 31st of the current vacation year.
- 17.13 An employee's vacation entitlement, over and above the first two (2) weeks of vacation eligibility, must first be utilized prior to any personal leave of absence, excepting a personal leave of absence for a Saturday, being requested.
- 17.14 In the event that an employee qualifies for bereavement leave pursuant to Article 14.04 during their scheduled vacation time, they will be permitted to take any applicable bereavement leave to which they may be entitled, and any unused vacation time during this period will be returned to them.

ARTICLE XVIII

PAID HOLIDAYS

18.01 Employees will be eligible for the following designated holidays:

New Year's	January	Labour Day	September
Good Friday	March	Thanksgiving Day	October
Victoria Day	May	Remembrance Day	November
Canada Day	July	Christmas Day	December 25
		Boxing Day	December 26

18.02 The Company will pay up to a maximum of eight (8) days off during Christmas Shutdown, including statutory holidays. Any working day(s) off in excess of the maximum eight days off will be classified as temporary layoff for all employees affected.

18.03 The Company will pay for "Chrysler Days" at the customer's Windsor Assembly Plant and such day will be observed on the same day it is observed by the customer.

18.04 In addition to annual vacation, employees are entitled to four (4) floating holidays each year. To qualify for all four (4) floating holidays, employees must have completed their probationary period. For the first year of employment, the floating holiday eligibility is as follows:

<u>Employment Date</u>	<u>Days Allowed</u>
January 1 – March 31	4
April 1 – June 30	3
July 1 – September 30	2
October 1 – December 31	1

18.05 Employees may request a half-day floater.

18.06 All employees are required to submit an Authorized

Time Off Form, twenty-four **(24)** hours in advance if they desire to be absent for a floating holiday(s). The employee's Supervisor will record the date and time submitted on the Authorized Time Off Form. Subject to the proper operation of the business, the employee's Supervisor will approve or deny the absence.

- 18.07 Floating holidays may not be accumulated and carried over into the next calendar year.
- 18.08 To qualify for a paid holiday, employees must work their last scheduled shift before the holiday and their first scheduled shift after the holiday.
- 18.09 When the day of the designated holiday falls within the employee's scheduled vacation period, an additional vacation day will be given to the employee.

ARTICLE XIX

INSURANCE AND PENSIONS

- 19.01 The Company agrees to provide a retirement program as set forth in the Retirement Programs Booklet.
- 19.02 The Company agrees to provide a benefit program as set out in the Employee Benefit Booklet.
- 19.03 The Company agrees to provide a replacement income program as set out in the Employee Replacement Income Program Booklet
- 19.04 Employees and current retirees will be eligible to participate in the Magna Retiree Health Care Premium Reimbursement Plan as set forth in Retiree Health Care Booklet.

ARTICLE XX

HEALTH AND SAFETY

- 20.01
- (a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees.
 - (b) The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.
 - (c) The parties agree to use their best *effort* jointly to achieve these objectives and to comply fully with existing health and safety legislation.
 - (d) The parties agree to abide by all provisions of the Occupational Health and Safety Act (R.S.O. 1990 C.0.1), its regulations and amendments.

It is understood that when the term Health and Safety Committee is used that it shall mean the **Union/Management** Joint Health, Safety and Environment Committee.

- 20.02
- The wearing of safety glasses is compulsory in areas designated by the Company.

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

In addition, the Company will assume the cost of replacement safety glasses only if they are damaged accidentally during the course of employment, but not due to personal negligence, or carelessness or lost on the job, or if a new prescription is required.

The Company will provide hearing protection at no cost

to employees and will replace, repair, or cause to be repaired without cost to the employees, any hearing protection that is accidentally damaged during the course of employment if not due to personal negligence or carelessness or **lost**.

20.03 The Company will subsidize the purchase of safety boots and shoes to a maximum of one hundred and ten (\$110) dollars including applicable taxes per calendar year for those employees who are required to wear safety shoes. Maintenance department employees will be subsidized for a second pair of safety shoes under the same terms for the calendar year.

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

20.05 The Union/Management Health and Safety Committee will be maintained during the life of this Agreement. The Committee shall consist of six (6) members, three (3) of whom shall be appointed by the Company and three (3) of whom shall be appointed or elected by the Union. One (1) of the Union's Representatives shall be designated as the Union Co-chair and shall be retained on the day shift whenever possible. The other two (2) Union Representatives will function as required.

Union Health & Safety Representatives will be trained in Part 1 Certification, with the cost of such training to be paid by the Company. This training will be offered once per calendar year for those Health & Safety Representatives not previously certified. Extra training will be by mutual agreement and the Company will pay the cost, when agreed.

One Company appointed Health & Safety Representative shall be a trained Certified member who shall have the right to exercise a bilateral work

stoppage in accordance with the Ontario Occupational Health and Safety Act.

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

The Union Health and Safety Representatives shall be allowed the opportunity to meet privately for one (1) hour once a month, paid by the Company. Such meetings shall take place at a mutually convenient time and day. Time for additional meetings shall be provided by the Company to deal with emergencies and other extenuating circumstances.

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

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

working environment.

- (c) For purposes of making health and safety inspections, the National Union Health and Safety Staff Representative(s) with proper advance notice, have access to the plant and locations where members of the Union are employed, when accompanied by the Company Health and Safety Specialist or their designate.
- (d) Receive prompt notification of any fatalities or critical injuries resulting from work related accidents.
- (e) Receive all required accident reports and when an accident occurs the Supervisor and the on shift Union Health and Safety representative will jointly conduct the initial interview with the employee.
- (f) The Company shall make available to the Union Health and Safety Representatives access to any testing equipment on Company premises.
- (g) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during an inspection. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.
- (h) The Company will provide access to any software and data, including trend analysis the Company is using or has available to it related to Health and Safety and worker compensation issues to the Union Health and Safety Representatives. Any confidential data will not be released without proper authorization.

- 20.07 The Company will continue to disclose the identity of all known physical agents, toxic materials or other hazardous substances to which workers are exposed. Also symptoms, medical remedies and antidotes will be disclosed at the request of the Union.
- 20.08 (a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examination and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.
- (b) Provide to each employee or their physician, upon written request of the employee, a complete report of the results of any such tests or examination, and will review the test results with the employee.
- 20.09 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at Step One of the grievance procedure *or* take a matter to the Fairness Committee. The primary responsibility of resolving differences involving health and safety matters remain with the management and Plant Committee.
- 20.10 (a) An employee has the right to refuse hazardous work which may harm the employee or any other person in the workplace.
- (b) When a worker exercises his or her right to refuse, he or she shall notify the Supervisor who shall promptly notify the on shift Union Health and Safety Representative who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- (c) The Company shall ensure that no other worker is

asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the on shift Union Health and Safety Representative.

- (d) If the Union and the Company cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined by the Company for acting in compliance with this Article.
- (f) For the employee who refuses to work under this Article and all employees affected by the refusal and any direction under this Article, there shall be no loss of pay, seniority or benefits during the period of refusal.
- (g) The Company agrees that the Union certified members of the Joint Health and Safety Committee have the right to investigate dangerous circumstances at the workplace.

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

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

20.12 The Company will install a "lock-out system" on machinery and equipment in conformity with the Ministry of Labour requirements, including the identification of energy sources, and shall provide appropriate training as required. A lock-out program

shall be jointly developed and delivered by members of the Joint Health and Safety Committee and delivered by competent persons who have been approved by the Committee. Such training shall be no more than four (4) hours in length and shall be offered to such employees as may be determined by the Joint Health & Safety committee.

- 20.13 (a) If an employee is injured on the job, they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor by the Company because of such injury. An employee shall also be paid for any time off work that an employee is required to take for required follow-up treatment as a result of a finding from an employer medical surveillance program.
- (b) If an employee is referred to a doctor as a result of findings from the Company's medical surveillance program, the employee will be paid for any necessary time off from work to attend his doctor.
- (c) If an employee is injured in the plant and the Company wishes to place him/her on a job within their capabilities, the employee shall be paid their own rate or the rate of the job, whichever is greater.
- (d) Employees returning from Workers' Compensation, while still partially disabled, shall be paid as per (c) above except that when the Workers' Compensation Board is still providing the employee with partial benefits, they shall receive the rate of the job.
- (e) If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant and/or to the employee's home.

It is further agreed that an employee will be paid for reasonable time lost due to subsequent treatments related to an occupational injury or illness when such treatments are arranged by the doctor during their

regular working hours subject to proof of attendance and such treatment is not available during off work hours.

20.14 In addition to clause 20.05 the Company agrees to provide up to a total of forty-five (45) working days with pay throughout the term of this agreement for the Union Health and Safety Representatives to participate in **CAW** Health and **Safety** Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

20.15 It is agreed that a joint ergonomics **sub** committee of the Health and Safety Committee will be established. There will be one (1) member from the Union and one (1) member from the Company. All members of the Joint Health and Safety Committee will receive appropriate training.

(a) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the Company shall hire a consultant. The Committee shall have input in such selection to ensure that the consultant selected is qualified to address the ergonomic concern.

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

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

20.17 It is agreed that a Joint Environment Sub Committee of the Health and Safety will be established. There will be one (1) member from the Union and one (1) member from the Company. All members of the Sub Committee will receive appropriate training.

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

ARTICLE XXI

CLASSIFICATION AND WAGES

21.01 The Job Classifications and applicable Wage Rates under this agreement are set forth at Appendix "A" (attached).

21.02 Wages will be calculated over a seven day period beginning on Sunday and ending at the end of the employee's regularly scheduled shift on Saturday. Wages will normally be available to employees by the Thursday following the end of the pay period. Employees will be advised prior to any changes to this schedule.

Employees will be paid by direct deposit to the employee's bank account and will receive a pay stub outlining the employee's gross and net pay and deductions.

21.03 A shift premium is provided to all employees working on the afternoon and midnight shift.

The shift premium is \$1.00 per hour for the afternoon shift and \$1.25 per hour for the midnight shift.

21.04 Employees will be paid a shift premium when the employee is working overtime hours outside of their regularly scheduled shift and the employee is required to start early or required to stay late.

An employee who works on the midnight shift shall be paid the \$1.25 shift premium for starting early or staying late.

An employee who works on the day shift shall be paid the \$1.25 shift premium for starting early and the \$1.00 shift premium for staying late.

An employee who works on the afternoon shift shall be paid the \$1.00 shift premium for starting early and the \$1.25 shift premium for staying late.

SHIFT PREMIUM GRID

<u>SHIFT</u>	<u>START EARLY</u>	<u>STAY LATE</u>
A-Midnights	\$1.25	\$1.25
B-Days	\$1.25	\$1.00
C-Afternoons	\$1.00	\$1.25

ARTICLE XXII

DURATION OF AGREEMENT

22.01 This Agreement will remain in effect for a three (3) year period from November 7, 2007 to November 7, 2010 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party gives to the other party written notice of termination or desire to amend the Agreement, and shall continue in full force and effect.

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) and not less than thirty (30) days prior to the expiry of said Agreement.

FOR THE UNION

Ken Lewenza

Hemi Mitic

Tom Lesperance

Ken Smith

Paul Jacques

Dave Simone

Rod Marentette

Joseph Giordimaina

Jon Brown

Zoran Stojkovski

Jim Mitchell

Neil Hillman

Luis Domingues

FOR THE COMPANY

John Wyskiel

Marc Neeb

Joe Mammarella

Richard Gwynn

Joyce Belcourt

Kelly Harbridge

Chantal Ruggaber

Reeder Singler

Richard Chauvin

APPENDIX "A" - JOB CLASSIFICATIONS AND WAGE RATES

Classification	Start Rate(80%)	6 months Rate(85%)	12 months Rate(90%)	18 months Rate(95%)	24 months Rate(100%)
Assembler	19.54	20.76	21.98	23.20	24.42
Utility	20.60	21.89	23.18	24.46	25.75
Team Leader	21.36	22.70	24.03	25.37	26.70
Trim Development & Sewers	19.54	20.76	21.98	23.20	24.42
Operator	19.54	20.76	21.98	23.20	24.42
Inspector Packer	19.54	20.76	21.98	23.20	24.42
Material Handler	19.54	20.76	21.98	23.20	24.42
Q.A. Coordinator	20.22	21.49	22.75	24.02	25.28
Lab Technician	20.60	21.89	23.18	24.46	25.75
Crib Attendant	19.54	20.76	21.98	23.20	24.42
Janitor	19.01	20.20	21.38	22.57	23.76
Electronic Technologist	26.98	28.67	30.36	32.04	33.73
Maintenance Mechanic	26.98	28.67	30.36	32.04	33.73
Mould Maintenance Mechanic	26.98	28.67	30.36	32.04	33.73
Electrician	26.98	28.67	30.36	32.04	33.73

- Janitor classification shall receive a premium of **\$0.50/hour** when working in the wash bay and when assisting a Skilled Trades person when directed by the Maintenance Supervisor.

Apprentice Wages

As per Letter of Understanding Skilled Trades Apprentices.

Supplement to Article I

- Clarity note #1: Shipping and Receiving Clerks and Quality Assurance Clerks to be considered to be clerical employees.
- Clarity note #2: "Technical employee" includes the Information Systems Department employees, Engineering Department employees, Research and Development Department employees, Trim Development Specialists and CMM Specialists.

Letter of Understanding
Skilled Trades

- 1.) Skilled trades for the purpose of this agreement shall be those Maintenance classifications listed below:

Maintenance Mechanic
Mould Maintenance Mechanic
Electrician
Electronic Technician (Technologist)
- 2.) The term "Journeyman/Woman" (Journeyman) as used in this agreement shall mean any person:
 - a.) who presently holds a journeyman classification in a skilled trades occupation as listed in one above, or
 - b.) who has served a bona fide apprenticeship of four (4) years – 8000 hours or five (5) years – 9000 hours and holds a certification which substantiates his/her claim of such service, and holds a Certificate of Qualification in such trade,
 - c.) who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims Journeyman's designation and can prove same. A CAW Journeyman/Women Card will be accepted as proof.
 - d.) Any further employment in the Skilled Trades occupations as listed in one above, after signing of this Agreement, shall be limited to journeymen/women and apprentices. The Company will present to the Union proof of qualifications before hiring.
- 3.)
 - a.) Seniority in the Skilled trades shall be by non-interchangeable occupations or trades within the Company. Seniority lists shall be by skilled Trades classifications, and such lists shall be posted in the plant.

- b.) Employees entering a trade shall have their "classification seniority" based upon their date of entry into the classification. A trades employee transferring to another skilled trades classification will have his previous "skilled trades classification seniority" frozen upon entering his new skilled trades classification.
 - c.) Should an employee transfer out of a production area into a Skilled Trade, their previous "production seniority" will be frozen upon entering a Skilled Trade classification.
 - d.) Should a Skilled Trades person be laid off from his classification, he may displace another Skilled Trades employee or production employee, should his "classification" seniority be higher than the lowest employee in the specific classification.
 - e.) Layoff and recall procedure for Skilled Trades employees will be determined by classification seniority.
- 4.) In the event of a layoff within a Skilled Trades classification the following procedure shall apply, in the following order:
- a.) Apprentices will be laid off from their classification in the reverse order of their entry into their apprenticeship.
 - b.) Probationary employees will be laid off from their classification.
 - c.) If further employees are to be laid off, such employees will be laid off in order of seniority within their classification.
 - d.) An employee in a Skilled Trades classification will be allowed to displace an employee with the lowest

seniority plant-wide, provided he has greater plant-wide production seniority, excluding any additional seniority accumulated by the employee while in the Skilled Trade, provided such employee can demonstrate the skill and ability to perform satisfactorily the new work assignment, with appropriate familiarization, Skilled Trades who take a lower paying position rather than being laid off will receive the pay rate of the lower classification,

e.) When work is again available within their classification, Journeymen shall be recalled to their classification in inverse order of their lay-off.

5.) Should a Skilled Trades employee become permanently medically unfit and unable to follow his/her trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he or she is capable of performing taking their total seniority with them. However, if placed in a non-skilled classification he/she shall then forfeit all rights within the skilled trades.

6.) The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, 1/2 hour per year.

This first such dues deduction will be made from employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

7.) Tool Allowance – The Company agrees to arrange with a Tool Supplier for the purchase of tools required in the performance of a trade for each Skilled Trades employee. The Company further agrees to pay for a

tool allowance annually up to three hundred (\$300.00) dollars. Employees will be allowed to carry over to the next year, any unused portion of the annual \$300.00.

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

8.) New Technology Training

During negotiations, the parties discussed concerns regarding the introduction of new technology in the plants and its impact on the Skilled Trades workforce. Recognition was given to the role of the Skilled Trades workforce and their contributions to the competitiveness of the company. Recognition was also given to the need for a cooperative attitude toward technological progress on the part of all parties ensuring the company's growth and its ability to compete effectively.

The company understands the union's legitimate concern that ongoing changes in technology may alter, modify, or otherwise change the job content and responsibilities of Skilled Trades employees at plant location. The company is interested in affording maximum opportunities for Skilled Trades employees, to progress with advancing technology and, as a result, the company shall make available appropriate specialized training programs so that Skilled Trades employees, including apprentices, will be capable of performing the new or changed work. Whenever practicable, training will be made available prior to new equipment entering the plants.

9.) The Company and the Union have addressed Skilled Trades concerns over income and job security.

Primary among these understandings is the Company's commitment that there will be no reduction of skilled trades employees as a result of outside contracting

throughout the life of this agreement.

More specifically:

- a.) Planning – Plant management shall meet semi-annually to review with CAW Skilled Trades representatives projected work loads regarding the installation, construction, maintenance, repair, service, and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns, and fixtures.
 - b.) Information – Advance notice of outside contract activities will be provided, in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of work, including plans and the number of trades persons required to perform the work.
 - c.) Layoff Recall – When Skilled Trades employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, **Integram** Seating Trades employees will be given first priority for the work, before letting the contract provided that they can perform the available work.
 - d.) Full Utilization – It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work.
- 10) The R&D Department and Supervisor will not engage in work regularly performed by Skilled Trades, prior to such opportunities first being offered to Skilled Trades employees on all shifts, and subject to first notifying the Skilled Trades Committee person or his designee.

Exceptions to this would include emergencies, troubleshooting, assisting, instructing and training employees, experimental and sample work, and trying out new methods, materials, processes, or equipment.

Letter of Understanding
Skilled Trades Apprentices

General

- 1.) The purpose of the Appendix is to define the provisions governing registration, education, seniority, and all other matters peculiar to Skilled Trades apprenticeships.
- 2.) Provisions of the Collective Agreement shall apply to all Skilled Trades apprentices.
- 3.) A Joint Apprenticeship Committee shall be composed of an equal number of members, three (3) from management and three (3) from the Skilled Trades classification, one of which will be the skilled trades representative.

The function of this committee shall be to advise on all phases of the Apprenticeship Training Program. This Committee shall meet quarterly as required. At least one (1) member of the Committee from the Union and one (1) member of the Committee from the Company must be present in order to administer the Apprenticeship Standards.

Registration

- 4.) All apprentices will be registered with the Ontario Ministry of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the Company.

Initial Education Requirements

- 5.) An Apprentice will be required to have all Ontario Academic Credits or equivalent. Exception to these requirements may be made by the Apprenticeship Committee. In addition, an apprentice will be required to pass a College Aptitude Test administered by a

mutually agreed outside party (presently **St. Clair College**)

School Attendance

- 6.) Apprentices will be required to attend classes for related instruction. Any time spent in the Classroom instruction will be paid for by the Company if the apprentice loses time from his/her regular work schedule as a result of school attendance. The Apprenticeship Committee will establish a related progressive training schedule for the apprentices offering full exposure to all aspects of the apprentices trade. The Company will arrange for the apprentices to attend such courses.

Completion of Apprenticeship

- 7.) An apprentice, upon completion of his/her apprenticeship, shall receive the journeyman's classification. No certificates will be issued by the Apprenticeship Branch, Ontario Ministry of Labour, unless approved by the Joint Apprenticeship committee.

Seniority

- 8.) The apprentices will exercise their seniority in their own classification. (For example, if there are four **(4)** apprentices in the Electrical Trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.)

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising bumping rights due to layoff. Accumulation of production seniority is frozen and excludes time

sewed in apprenticeship.

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. The apprentice will exercise his relative plant seniority at a time of layoff from the apprenticeship.

General

- 9.) There shall not be more than one apprentice for every six journeymen. This ratio may be modified as the need arises upon approval of the Joint Apprenticeship Committee.

Applications

10.) Seniority Employees

- a.) Notice of apprenticeship openings will be posted on the Company's Bulletin Board.
- b.) Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees (employees within the Bargaining Unit) who consider themselves eligible under this program of training.
- c.) A numbered application blank will be filled out and each applicant will sign a register noting that he/she has received and filed an application.
- d.) Applicants meeting the minimum requirements as per #5 will be turned over to the joint Apprenticeship Committee for approval or disapproval.

Credit for Previous Experience

11. Credit for previous related experience in an apprenticeship program, or a skilled trade in any plant, may be given up to the time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he/she has satisfactory demonstrated that he/she possesses such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time he/she is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

Discipline

- 12.) The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his apprenticeship such as:
 - a.) Inability to learn
 - b.) Unsatisfactory work
 - c.) Lack of interest in his/her work or education

This shall not limit the right of the Company to discipline an apprentice for cause. Such discipline by the Company shall be subject to the Grievance Procedure.

Wages

Apprentices in each of the Trades covered shall be paid a progressively increasing schedule of wage as follows:

- 1st 1,000 hours not **less** than 65% of the Journeyman's rate
- 2nd 1,000 hours not less than 70% of the Journeyman's rate
- 3rd 1,000 hours not less than 75% of the Journeyman's rate

- 4th 1,000 hours not less than 80% of the Journeyman's rate
- 5th 1,000 hours not less than 85% of the Journeyman's rate
- 6th 1,000 hours not less than 90% of the Journeyman's rate
- 7th 1,000 hours not less than 95% of the Journeyman's rate
- 8th 1,000 hours not less than 95% of the Journeyman's rate

An employee with seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage(%) of the journeyman's rate is greater of **the** vo (2) and will continue to progressively increase as per above part.

Letter of Agreement
Workplace Harassment

Integram Windsor Seating and the **CAW** are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as Integram Windsor Seating and includes areas such as offices, shop floors, rest rooms, cafeterias lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of the racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

harassment is not:

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. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Reporting an Incident:

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put stop to it:

Request a stop of the unwanted behaviour;

unwelcome;

Document the events, complete with times, dates, location,

for this reason, the parties agree to recognize the role of a

Women's Advocate at Integram Windsor Seating. The Women's Advocate will meet with female members as required, to discuss problems with them and refer them to the appropriate community agency when necessary. The Company will provide access to a private area so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

A newly appointed Women's Advocates will be allowed to participate in an initial 40 hour training session, for which the Company will be responsible for the payment of regular wages and registration fees.

Existing Women's Advocate will participate in an annual three (3) day training program, including travel, for which the Company will be responsible for the payment of regular wages and registration fees. The Union will be responsible for transportation, lodging and meal expenses

Violence against Women:

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor) a woman who is in an abusive or violent person's situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union, and affects employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Moment of Silence:

The parties agree that a minute of silence will be observed each year in memory of women who have died due to acts of violence. This minute of silence will be observed on December 6 at 11:00 a.m. or when Integram management determines the observance will have the least impact on plant operations.

need to privately and confidentially discuss matters such as violence or abuse at home or workplace harassment. For confidential assistance, an employee can contact:

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Letter of Understanding
Employee Votes on Reinstatement

Guidelines to Determine Eligible Voters

- 1.) Employees voting on the reinstatement of a discharged seniority employee shall be seniority employees who would reasonably be considered to be peers of the terminated employee.
- 2.) The voting constituency will be a minimum of fifty (50) employees.
- 3.) The Group of eligible voters will be those employees working in the same department on the same shift of the employee seeking reinstatement.
- 4.) Should there be less than fifty (50) employees in the department on the same shift of the employee seeking reinstatement, the eligible voters shall be all employees on the same shift as that of the employee seeking reinstatement.

Process for voting on discharges

- 1.) Fairness committee selects one manager and one hourly employee from the Fairness Committee to set up and monitor the voting process.
- 2.) Selected Fairness Committee members conduct meeting with potential voters to read statements by both parties (employee and management). Upon conclusion of meeting, conduct secret ballot vote.
- 3.) Upon conclusion of voting process, Fairness Committee members count votes.
- 4.) Fairness Committee notifies Human Resource Manager and the Committee Chairman of the voting results.

- 5.) Fairness Committee notifies discharged employee of voting results.
- 6.) Fairness Committee posts the results of the vote.

Letter of Understanding
Bargaining Unit Work

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

Letter of Understanding
Special Circumstances

In situations where there is an unexpected reduction of work, the Company will continue its program whereby all seniority employees affected will be paid (50) percent of their wages for the lost production time of their regular shift.

Unexpected reduction of work includes any partial day, or partial week's downtime, except for partial week's downtime scheduled by the customer during the prior week.

Prior to any employees being eligible for wage **loss** under this program, the Company will first canvas for any volunteers who might otherwise wish to take vacation, personal holiday(s), or a leave of absence.

Excluded from this program:

1. Probationary employees;
2. Temporary employees;
3. An employee who normally would have been absent from work (i.e. illness, etc.);
4. Weekend overtime and holidays.

Letter of Understanding
Supplementary Staffing

The parties recognize that the Company requires the use of supplementary staffing to meet the following needs of the business.

- 1.) The purpose of the Supplementary Staffing is to provide short term employees that will be available from time to time to augment or substitute for the permanent employees for reasons such as the following:
 - Approved time off such as leaves of absence, vacation during the period May 1st through August 31st, etc.
 - Replacing employees absent due to WSIB/WI/ modified duties (subject to Article 12)
 - Abnormally high absenteeism.
 - In the event of an emergency.
 - Program Launches.
 - Other situations as jointly agreed by Management and the Union.
- 2.) Except in the case of vacation replacement and Program Launches, in no case will the company allow a supplementary employee to work more than sixty (60) working days in a calendar year.
- 3.) Except in the case of Vacation Replacement, Program Launches and Students, once an employee works sixty (60) working days in a calendar year, they will then become of a permanent employee.
- 4.) Supplementary employees who become permanent employees will have an **Integram** Windsor Seating seniority date reflecting when they started as a supplementary employee.
- 5.) Supplementary employees will not be utilized while any permanent employees are on lay-off.

- 6.) Supplementary employees will not be eligible for benefits.
- 7.) Supplementary employees shall be paid the starting rate of the respective classification they are in. Any students working pursuant to the Supplemental Staffing Letter will be paid at seventy (70) per cent of the starting rate for the applicable classification.
- 8.) Supplementary employees shall be paid the respective shift premiums and overtime as outlined in the collective agreement.

Letter of Understanding

In the event that future business opportunities are secured by **Integram Windsor Seating (IWS)** within Windsor-Essex County, consisting of complete seat assembly work with **Chrysler's** Windsor Assembly Plant, such work will be subject to the terms of the applicable Collective Agreement in place at the time between **IWS** and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).

Should future business opportunities arise within Windsor-Essex County, the Company and the Union will meet for the purposes of negotiating necessary changes to the Collective Agreement that may be required for the purposes of submitting a competitive bid for such programs.

Letter of Understanding
Re: Continuous Improvement

The parties recognize that suppliers like IWS are facing significant financial pressure that impacts the Company's ability to compete for new business and which threatens the future job security of employees.

Both the Company and the Union appreciate the need to work together in a cooperative manner, for the purposes of implementing new and innovative cost saving measures and more efficient processes and practices, that will help better position the Company for future business opportunities in an increasingly difficult marketplace.

Following ratification, the Company and the Union will explore innovative cost saving measures, including but not limited to, more efficient workplace practices and procedures in such areas as overtime canvassing, vacation scheduling, and prescription drug dispensing fees.

In addition, the parties acknowledge the need to adjust the metrics currently associated with the divisional performance bonus program in order to better align those measurables to IWS's key operating indicators. Prior to implementing any such changes, the Company will meet with the Union for the purposes of reviewing the key operating indicators to be used for the purposes of the divisional bonus program.

Letter of Understanding
Mandatory Coordination of Benefits

Both the Company and the Union appreciate the need to reduce excessive and unnecessary costs associated with the Group Benefits Program, so as to help ensure that the benefits package currently provided by the Company remains viable in the future.

In an effort to help reduce such costs, all employees will be required to participate in a mandatory coordination of benefits program, requiring each employee to seek applicable benefit coverage and reimbursement from any concurrent spousal benefits program, where such coverage is available to the employee. The Union will cooperate with the Company in the administration of the program.

Before an employee submits a request to the Company for reimbursement of any employee co-pay associated with the Group Benefits Program, such employee will first be required to apply for any applicable insurance coverage available to the employee through a concurrent spousal benefits program. Moreover, the employee must provide satisfactory proof to the Company that a claim for coordinated benefits has been submitted, before any potential request for co-pay reimbursement will be considered.

It is the intent of the parties that every effort be made to ensure that any necessary documentation required for the purposes of coordinating benefits is completed by providing complete and accurate information. Failure to coordinate benefits where such coverage is available, or otherwise not providing the necessary information to allow for the coordination of benefits will result in the employee not being eligible for co-pay reimbursement.

Letter of Understanding
Medical Leaves of Absence

Once an employee has been absent from work on medical leave for a period of thirty-six (36) months or more, the Company and the Union will meet for the purposes of reviewing the current medical status of the employee.

In particular, the Union and the Company will conduct a thorough review of available medical evidence provided by the employee in support of their absence from work, and where necessary, the employee may be referred for a third party independent medical assessment for the purposes of obtaining comprehensive functional abilities information, as well as an up to date prognosis with respect to the employee's future ability to return to work.

Where available medical evidence suggests that the employee remains totally disabled, and will not be capable of returning to work in the foreseeable future, the parties will meet to review the situation and determine an appropriate resolution.

Letter of Understanding Framework of Fairness Transition

On October 15, 2007 Magna and the CAW signed the terms of the Framework of Fairness Agreement (“FFA”) and the National Collective Bargaining Agreement negotiated in accordance with the Framework of Fairness

Both parties recognize the need to have a single labour relations structure in place that will ensure consistency and fair treatment for employees.

In this regard, the parties agree that the **Integram Windsor Seating (IWS)** facility will transition to the FFA and the **Magna/CAW** National Collective Bargaining Agreement in accordance with the terms of this letter.

Following ratification, the parties will select a committee of eight **(8)**, made up of four **(4)** Company representatives and four **(4)** representatives from the Union, who will meet for the purposes of negotiating a Transition Agreement, designed to incorporate the fundamental principles of the FFA and National Collective Bargaining Agreement.

The parties agree that the Transition Agreement will be finalized no later than six **(6)** months prior to the expiry of the current collective bargaining and will then become part of the **Magna/CAW** Master Agreement.

The parties recognize and appreciate the history of bargaining at **IWS** and that certain provisions of the current **IWS** collective agreement exceed the **Magna/CAW** Master Agreement. As such, the parties will ensure that these provisions continue to remain in the Transition Agreement, subject to normal collective bargaining process in the future.

It is further agreed that the Transition Agreement will be subject to ratification by a secret ballot majority vote by the **IWS** membership before its implementation.