

COLLECTIVE AGREEMENT

- between -

syncreon automotive

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND IT'S LOCAL 222**

Effective from: 2009 to 2012

COLLECTIVE AGREEMENT

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MEMORANDUM OF AGREEMENT

syncreon automotive and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW—Canada) and CAW Local 222 agree to enter into this new Collective Bargaining agreement for a period of three (3) years based upon the contract set forth below. All changes to be made in the first year of the agreement will be effective on February 1, 2009 unless another effective date is set forth in this memorandum.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 19th day of December, 2009.

syncreon automotive— Oshawa

Dan McCarroll
Traci Kelley
Sandy Canonaco
Dave Stormes

CAW—Local 222

Chris Buckley
Keith Osborne

The parties agree as follows:

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to set forth the terms and conditions of employment to be observed between the parties hereto, and to provide an orderly collective bargaining relationship between the Company and the Union, and to secure prompt and equitable disposition of grievances and to prevent interruptions of work and interferences with the efficient operation of the Company's business.
- (a) This Agreement sets forth a framework which will position the Company to provide a cost-competitive, world-class service being responsive to our customer's needs through high quality products, Just in Time delivery and, in turn provide reasonable employment opportunities. The parties collectively recognize and agree it is in the best interest of all concerned to create a strong partnership based on harmony, integrity, mutual trust and respect. The parties further recognize and agree it is in the best interest of the Company, the Union and the employees to work together sharing the same common goals.
 - (b) If either party believes that the provisions of this Agreement are being administered in a manner which is inconsistent with our purpose, the circumstances will be discussed between the designated representative of Local Management and the Chairperson of the Union Committee in an effort to resolve the problem. If the problem is not resolved locally, it will be reviewed by a corporate Human Resources representative and a representative of the President National Union CAW.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the GM Supplier Park (insert address), save and except Supervisor, persons above the rank of Supervisor, Co-op students, office, clerical and sales staff.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to hire and promote consistent with the provisions of this collective agreement. The Union further recognizes the right of the company to demote, transfer, suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in as efficient and economical manner as it sees fit, including the right to direct its work force and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing and transportation
- 3.03 The Union further recognizes the right of the Company to make and alter from time to time the rules and regulations to be observed by the employees. These rules and regulations shall not be inconsistent with provisions of the agreement.
- 3.04 The Company will give the Union notice of any new or changed rules and regulations prior to posting and, upon request of the Union, will meet with the Union to discuss same;
- 3.05 The Company and Union agree that in the exercise of each of their rights and in the administration of this Agreement, they will do so in a fair and reasonable manner.
- 3.06 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management and may be exercised by management as it, in its discretion, sees fit.

ARTICLE 4 - UNION SECURITY AND CHECK OFF

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

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

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

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

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

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

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

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

The Company will supply the Plant Chairperson with the following information monthly with the check-off dues:

Employees by rate and classification.

Employees transferred out of the Bargaining Unit, including date of transfer.

Employees on layoff and recall.

Employees who have lost seniority.

Employees who quit, retire, or are discharged, and

New hires with first date of work.

The Company will provide on a quarterly basis or monthly if requested by Chairperson names, addresses and phone numbers on file of all Bargaining Unit employees and a list of supervisors and other non-

Bargaining Unit employees who would be expected to have direct contact with Union Representatives as part of their usual job responsibilities.

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

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 The Company agrees it will not cause or sanction a lockout and the union agrees it will not counsel or authorize any strike during the lifetime of this agreement.

Further, the Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

ARTICLE 6 - NO DISCRIMINATION/HARASSMENT

- 6.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, handicap, sexual orientation nor by reason of Union membership or position in the Union. Prohibited grounds shall be interpreted in accordance with and subject to the provisions of the Human Rights Code.
- 6.02 The Union and the Company recognize that sexual, racial, and violent harassment is a cruel and destructive behaviour against others that can have devastating effects.
- (a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
 - (b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
 - (c) Violent Harassment includes any form of attempted, threatened, actual conduct or physical force of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives an employee reasonable cause to believe that the employee is at risk of injury.
- 6.03 Any claims of harassment or discrimination, should be brought to the attention of management, Human Resources and/or any local union elected person or official. Complaints of alleged harassment or discrimination as outlined in 6.01 by members of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the a CAW Representative and a Representative of the Company. Management Representative to be selected by the Company and CAW Representative to be selected by the Union.
- (a) The investigation will be handled promptly within fifteen (15) working days from the date the complaint was filed. Investigation will be reviewed by Plant Chairperson and Human Resources Manager for final resolution. If unresolved the complaint may be taken up as a grievance at Step 3.

- 6.04 Any confirmed allegations of the above harassment(s) may result in discipline up to and including termination.
- 6.05 This article is not intended to restrict any employee's rights under the Ontario Human Rights Code.
- 6.06 The parties agree that normal social/business conduct between people does not constitute harassment.
- 6.07 Frivolous charges of harassment may be subject to disciplinary action.
- 6.08 Whenever in this agreement, the masculine gender is used, it will also include the feminine.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union shall elect or appoint and the Company shall recognize a Plant Committee comprised of a Chairperson, and a Committeeperson per shift, for the purpose of representation of the employees in matters arising from this agreement, on other matters relating to their employment and for negotiations for renewal of the collective agreement.
- 7.02 a) The Chairperson shall be elected or appointed bargaining unit-wide.
- b) The additional Committeepersons shall be elected or appointed from each shift.
- c) In addition to the above, the company will recognize an alternate Committeeperson per shift who will act as a representative when the Committeeperson is absent for an excused period of time of a day or more.
- d) The Chairperson will be replaced when he/she is outside of the plant for the work day.
- 7.03 The Union agrees to notify the Company in writing of the names of the plant committee and representatives.
- (a) The Chairperson shall be assigned the day shift in a grouping within a classification that allows for flexibility in providing time off the job. The plant committee will determine plant and shift assignments of the remaining representatives.
- 7.04 The Plant Chair and Committeepersons will be allowed time off the job without loss of pay or benefits to conduct union business, upon first obtaining approval from their respective Production Manager or designate. Time needed to conduct this business will be mutually agreed upon by Union and Management.
- 7.05 In the event the number of employees on any shift exceeds one hundred and fifty (150) bargaining unit employees the Company will recognize one additional Union Representative on that respective shift.
With an addition of a third shift in the plant, one additional Union Representative will be recognized by the Company.

With the elimination of the third shift, the additional Union Representative(s) will no longer be recognized by the Company. If the usual number of employees decreases to fewer than one hundred and fifty (150) on any shift in any plant, the Company will recognize one less

Union Representative. If the zone is no longer a viable business unit, the Union Representative will be eliminated.

- 7.06 The Company will pay each of the members of the Plant Committee at straight time hourly rates for a maximum of eight (8) hours per day during the negotiation process.
- 7.07 (a) In the event of layoff, the Plant Chairperson and the Committeepersons shall be retained regardless of seniority as long as any employees whom they represent are retained at work in the plant or zone, as the case may be, provided however, that the number of such Committeepersons shall not exceed the number provided for in this article and provided each is able and willing to do the work available.
- 7.08 The plant committee and Company representatives will meet as necessary when there are matters requiring their joint consideration. The party requesting the meeting shall do so in writing and such request shall set out the agenda for the meeting. Time spent by the plant committeepersons in attendance at such meetings will be without loss of pay or benefits.
- 7.09 A Union representative and/or a grievor shall report to and obtain permission from his/her immediate Supervisor whenever it becomes necessary to leave their work for the purpose of processing specified grievances, complaints, or other in-plant union business as outlined in the Collective Agreement without loss of pay or benefits. Such permission will be granted immediately under normal conditions and within a reasonable amount of time, not to exceed ninety (90) minutes if replacements are to be arranged.
- 7.10 The Union shall not conduct or attempt to conduct union activity during working time without the permission of management.

Upon application, providing twenty-four (24) hours notice (except in the case of emergency), the Chairperson will be granted a leave of absence to attend to union business pertaining to the collective agreement. Members of the plant committee will be granted a leave of absence subject to scheduling requirements.

- 7.11 A National and/or Local Union Representative may be present and participate in any meetings between the plant committee and the Company, upon prior notice to the Company.
- 7.12 The Company will provide the Union with an office equipped with a desk, telephone (with access restricted to area codes 905, 416, 705, 613 and

519), chairs, computer (with access to email and the internet subject to applicable syncreon policies), printer and a locked filing cabinets and access to a photocopier and fax on the day shift.

- 7.13 Special problems involving representation arising under or not covered by the above provisions may be negotiated between Management and the Shop Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible.

8.02 Step 1

Should a grievance arise, the employee shall first discuss it with their Supervisor within five (5) working days after the event giving rise to the grievance or within five (5) working days after the employee became aware or ought to have become aware of the event giving rise to the grievance.

If the reply of the Supervisor to the grievance within forty-eight (48) hours is not satisfactory to the employee or union, then he/she may reduce the grievance to writing, sign it with the Union Representative and present it to the Supervisor within three (3) working days from the date that he/she received the reply of the Supervisor.

The Supervisor will render a decision in writing within three (3) working days after the day on which the grievance was presented.

8.03 Step 2

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

8.04 Step 3

If the second level reply is not satisfactory to the Union, the grievance will be referred to third step. The Bargaining Committee and National Representative will meet with the Plant Manager, Human Resources Manager and/or Company Representative on a monthly basis to address outstanding grievances at the third step. The list of grievances to be heard will be provided five (5) working days prior to the hearing. Within five (5) working days after the Step 3 meeting, management will render a decision in writing and submit it to the Plant Committee.

8.05 Discharge or Suspension Grievances

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

8.06 Group Grievance

Whenever possible if two (2) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as single group grievance with the name of each grievor shown. The group grievance is to be initiated at Step 1.

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

8.07 Policy Grievance

The Plant Chairperson may file a policy grievance with management. A policy grievance is defined and limited to one which alleges misinterpretation or violation of the provisions of this Agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance.

A policy grievance will be referred to Step 3 of the grievance procedure.

If a determination is made that a grievance filed as a policy grievance should have been filed as an individual or group grievance pursuant to the terms of this Collective Agreement, the parties agree that such improper filing will not be grounds for dismissal of the grievance. Rather, should such a determination be made, the parties agree that the grievance will be deemed to have been filed as an individual or group grievance, as applicable.

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

8.09 The term "working days" when used in this Agreement for grievance procedure shall exclude Saturdays, Sundays, holidays as defined herein and plant shutdown periods.

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

income received from a new job the employee might have taken during this period of termination.

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

8.12 The parties reaffirmed their mutual desire and intention to assure that grievances are handled with prompt, effective, and cooperative efforts on the part of both parties. Effective handling of grievances requires that the Union adequately state the nature of the complaint and that the answers of members of Management adequately respond to the stated complaint.

Further, the parties agree that the prompt and fair grievance resolutions are more attainable when both parties fully disclose information pertinent to the grievance as early as possible and that such practice is consistent with the intent of the parties.

8.13 The Union hereby agrees that the Company has the right to file a grievance against the Union. Such grievance to commence at Step 3.

8.14 PRE-ARBITRATION/MEDIATION

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

8.15 GRIEVANCE REINSTATEMENT

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

However, in those instances where the National Union CAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative, the National Union may inform the Employee Relations department in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

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

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

ARTICLE 9 - ARBITRATION

9.01 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within twenty (20) working days after the receipt of management's last decision. The party delivering notice will confirm a number of dates with the other party and provide these to the Ministry of Labour for the assignment of an arbitrator.

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

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

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

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

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

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

ARTICLE 10 – DISCIPLINARY ACTION

10.01 A Union representative will be present during all disciplinary actions.

a) When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have a Union representative present. The Supervisor will accommodate this request before continuing the interview.

10.02 A copy of all written disciplinary actions must be given to the employee concerned and to the Plant Committee.

10.03 When discipline is to be imposed by the Company, said discipline shall be imposed within five (5) working days of the infraction or from the time the Company became aware or ought to have been aware of the infraction. Prior to the issuance of any disciplinary notice, the matter will be discussed by the Company with a committeeperson.

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

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

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

10.07 When an employee is suspended pending investigation the disciplinary hearing will be held within three (3) working days. An extension can be negotiated between the Union and the Company.

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

ARTICLE 11 - SENIORITY

- 11.01 (a) The rules of this Agreement respecting seniority rights are designed to give employees an equitable measure of security based on their length of continuous service in the bargaining unit in which they are employed.
- (b) Seniority of each employee covered by this Agreement shall be established after a probationary period of ninety (90) calendar days within any twelve (12) month period and shall count from date of employment. Probationary periods may be extended by mutual agreement between the Company and the Union.
- (c) The word "seniority" as used in this Agreement shall mean the length of an employee's service with the Company measured from the employee's first day of work unless such employee's seniority is hereafter broken under the terms of this Article.
- 11.02 A seniority employee shall continue to accrue seniority except as otherwise provided in this agreement.
- 11.03 (a) Days of training and/or orientation consisting of four (4) hours or more will be credited as full "work" days toward acquiring seniority.
- (b) The termination of a probationary employee will not be subject to the grievance or arbitration procedure contained in this agreement unless the termination constitutes a violation of the Human Rights Code or if it is proven the Company acted in bad faith.
- (c) In the event a probationary employee's performance is unsatisfactory the Company will make available to the Union, the employee's performance evaluation, prior to layoff or discipline.
- 11.04 Seniority will be lost and employment will be terminated if an employee:
- (a) quits, resigns or retires;
- (b) Fails to report for work or fails to notify the Company for three (3) consecutive working days without supplying a reason satisfactory for such failure; he/she will be assumed to have forfeited his/her seniority rights under this agreement.
- (c) With less than one (1) year of seniority is laid off and not recalled for a period of twelve (12) months or in the case of an employee with one (1) or more years of seniority thirty-six (36) months;

(d) If the employee fails to report for work in accordance with a notice of recall, or within five (5) working days of registered mailing date of such notice, whichever is later, unless a satisfactory reason is given;

(e) Is discharged and not reinstated pursuant to the provisions of the grievance and/or arbitration procedures contained herein;

(f) Overstays a leave of absence granted by the company without notifying the Company and without supplying a reason satisfactory for such failure.

(g) Engages in gainful employment while on a leave of absence from the Company.

11.05 If two (2) or more employees are hired on the same day and they subsequently acquire seniority as herein provided their names will appear on the seniority list in order of a randomly selected number. A member of the Shop Committee will be in attendance.

11.06 The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement. If a seniority employee is appointed, selected or promoted to a position which is not subject to the provisions of this Agreement and is transferred back to a position within the bargaining unit within three (3) months, such employee will return to the bargaining unit with adjusted seniority which that employee had at the time of his/her appointment, selection or promotion.

11.07 The Company will maintain and post an updated plant-wide seniority list on a monthly basis. Such lists shall show employees' job classifications. Copies of such lists shall be provided to the Plant Chairperson.

The Company will supply the Plant committee with the following information upon request:

- a) employees who acquire seniority;
- b) employees by classification;
- c) employees transferred into or out of the bargaining unit;
- d) employees laid off or recalled;
- e) employees who have lost seniority;
- f) employees who are discharged;

11.08 The Company will provide to the Plant Chairperson on a quarterly basis, names, addresses and phone numbers on file of all employees.

11.09 It shall be the responsibility of the employee to notify the Company promptly in writing of any change of name, address or phone number.

ARTICLE 12 – BARGAINING UNIT WORK

12.01 Supervisors and other employees who are not subject to the provisions of this Agreement shall not perform any work which is normally performed by employees who are subject to the provisions of this Agreement except,

- (a) to protect customer service and/or product or equipment from sudden breakdown or when operational emergencies are encountered;
- (b) in the instruction or training of employees including demonstrating the proper method of accomplishing a task;
- (c) in the development and implementation of a new product or new method or technique of production;
- (d) for the purpose of verifying quality of workmanship and quality of service.

12.02 In the event that an emergency affecting our customer arises necessitating that a non-bargaining unit employee must perform bargaining unit work, the on-shift committee representative shall be notified as soon as possible thereafter. This will not exceed three (3) consecutive working days unless mutually agreed upon by the Union and the Company.

ARTICLE 13 - LAYOFF AND RECALL

13.01 a) – **Short-Term Layoff of One Week or Less**

Employees will be laid off by seniority within their department or shift

13.01 b) – **Layoffs Exceeding One Week or More**

In the event of a layoff of a known duration exceeding one week or more, the Company will:

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

13.02

- a) When recalling employee(s) to work after a layoff, they shall be recalled by seniority in the reverse order of layoff, provided they have the skill and ability to do the work available.
- b) The Company shall recall employees by telephone. Those employees not reached by telephone will be sent a notice by verifiable mail to the employee's last known address.
- c) The employee shall report within five (5) working days of receiving notification of recall. However, if his/her failure to report to work is due to sickness, accident or other causes beyond his/her control, this time limitation for report-in may be extended to five (5) additional days provided the Human Resources Manager and/or designate is notified in writing within three (3) days after receipt of such notice to return to work, and provides satisfactory evidence supporting his/her failure to report to work on the required date.
- d) It is the employee's responsibility to inform the Company immediately of any change of address or telephone number.

13.03 Upon recall the Company will have five (5) working days to correctly reorder job assignments.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Upon written application, and with at least ten (10) working days notice, leaves of absence without pay may be granted to employees for valid personal reasons. Seniority shall not be affected, and the Company will maintain employee benefits for thirty (30) calendar days. The Company will advise the employee of its answer in writing within five (5) working days.

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

14.02 – PREGNANCY/PARENTAL LEAVE

- a) Pregnancy/parental leaves of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act and/or the Employment Insurance Act. Employee benefits shall remain in place during pregnancy/parental leave.
- b) The parties agree that the employee will provide written notice a minimum of two (2) weeks prior to the desired return to work date.
- c) Upon application by a male/female employee with seniority, the Company agrees to grant a leave of his/her absence without pay up to five (5) working days. The employee will provide the Company two (2) weeks written notice for such leave whenever possible. The Company reserves the right to request medical proof of the expected birth date or custody, care and control date of the adopted child.

14.03 – UNION LEAVE/PUBLIC OFFICE

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

Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence for a period of three (3) years without pay, benefits, or loss of

seniority. Such employee shall renew their leave of absence on the three year anniversary date and extension privileges shall be provided.

14.04-**BEREAVEMENT LEAVE**

The Company will pay for time lost, exclusive of Saturday, Sunday and paid holidays, of three (3) consecutive working days' pay at his/her straight time, hourly rate, to a seniority employee who has been absent from work due to a death of their mother, father, spouse, child, step-parent, brother, sister, grandchild, mother-in-law, father-in-law, grandparent, stepchild, son-in-law, or daughter-in-law, provided such days fall within 10 working days of the death.

The Company will pay for time lost, exclusive of Saturday, Sunday and paid holidays, for a maximum of one (1) consecutive working days' pay at his/her straight time, hourly rate, to a seniority employee who has been absent from work due to the death of the employee's sister-in-law, brother-in-law, step-parent of a current spouse, step-sister, step-brother, or grandparent of a current spouse, provided such day falls within 10 working days of the death.

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

If the death occurs while an employee is on vacation, the employee will revert to bereavement leave and the vacation will be credited and the employee will reapply for the vacation at a later date as agreed upon with the Company.

14.05 –**JURY DUTY**

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

Employees who serve on Jury Duty during the day will be excused from working their regularly-scheduled shift that day. Third shift employees may be required to report for work that evening (their next day of work) if not scheduled for Jury Duty.

14.06 – **EDUCATION LEAVE OF ABSENCE**

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

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

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

The student's course of instruction must be related to their employment opportunities with the Company and seniority shall accumulate during the leave.

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

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

ARTICLE 15 – CALL-IN PAY/REPORTING IN PAY

15.01 (a) Any employee reporting for work or starting work without having been advised that there will be no work, shall receive a minimum of four (4) hours' pay at the applicable hourly rate.

No payments shall be made under this paragraph in cases resulting from labour disputes or other conditions beyond the control of Local Management.

(b) However, any employee who is called to work as the result of emergencies and works shall receive a minimum of four (4) hours' pay at the applicable rate.

ARTICLE 16 - JOB POSTING

- 16.01 If new jobs are created or vacancies occur within the bargaining unit, the Company shall:
- a) Post the Primary vacancy or Final opening plant wide
 - b) A notice of such new job or vacancy for a period of three (3) working days before new employees are assigned, in order to allow employees with seniority to apply in writing. The posting shall include plant, classification, grouping, number of positions and shift.
 - c) If a Final vacancy results from filling the primary position it shall be posted within five (5) working days of new assignment of manpower, in accordance with b) above.
- 16.02 The Company, in filling such new job or vacancy shall give preference to the employee having the greatest seniority, skill and ability to perform the job. The successful candidate for a job posting will be given a five (5) working day trial period. If, during this five (5) working day period, the Company determines that the employee is not capable of performing the work adequately, or if the employee decides he does not want the job (excluding new business launches), he will be returned to his previous classification without loss of seniority.
- 16.03 When an employee has been transferred pursuant to the provisions of paragraph 16.01 such employee shall not again become eligible to be transferred until a period of six (6) months has elapsed.
- Employees who post and decline an offer of transfer shall not again become eligible to transfer until a period of six (6) months. An employee shall only be entitled to two (2) transfers in any one (1) calendar year.
- 16.04 Copies of all job postings and job applicants with the successful bidder will be given to the Plant Chairperson.
- 16.05 Successful applicants will be notified within five days of the job posting being awarded by the company.
- 16.06 An employee must be available and eligible at the time and date the job is posted and available to report within five (5) calendar days.
- 16.07 Probationary employees do not have the right to bid on job postings.

16.08 In the event no seniority employees apply for the vacancies, the Company reserves the right to fill the resulting vacancies at Managements discretion.

16.09 The Company shall have the right to temporarily transfer qualified employees on the same shift from one classification to another, or within a classification, from one job to another for the following reasons:

- a) Employee absences;
- b) To meet production requirements due to emergency changes in customer schedules;
- c) Tool or equipment breakdowns;
- d) Shortage of materials.

ARTICLE 17 - HOURS OF WORK

17.01 The normal hours of work for all employees shall be eight (8) hours per day, the normal working week shall be forty (40) hours, Monday to Friday, inclusive.

Nothing in this Agreement shall be construed as a guarantee of any daily or weekly hours.

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

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

17.04 In order to meet customer requirements the Company may change the shift times upon notice to the Union and employees.

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

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

ARTICLE 18 - OVERTIME

- 18.01 (a) All hours worked beyond eight (8) hours in a day will be paid at the rate of time and one-half (1.5x).
- (b) All hours worked on Saturday will be paid at the rate of time and one-half (1.5x).
- (c) All hours worked on Sundays will be paid at the rate of double time (2x), except when time worked on a Sunday is part of the Monday midnight shift or Saturday afternoon shift.
- (d) All hours worked on a holiday listed in this Agreement will be paid the rate of double time (2x) plus the holiday pay. This does not apply where a holiday is moved pursuant to ESA standards.
- 18.02 (a) The Company retains the right to schedule an additional eighteen (18) minutes of overtime on a daily basis.
- (b) All other overtime will be voluntary.
- 18.03 (a) The Company shall post in a designated area a daily voluntary overtime sign up sheet. Employees will receive a ten (10) minute break at the end of their regular shift if the overtime is projected to be two (2) hours or more.
- (b) All overtime will be assigned by group and classification on the shift that the overtime occurs.
- (c) Insofar as it is practicable for Management to do so, overtime on any shift in any Department will be equitably distributed among those employees in the group which performs similar work on such shift in such Department. Information concerning equalization of hours status will be openly displayed in the Department in such a manner that the employees involved may check their standing.

ARTICLE 19 – PAY DAY

| 19.01 Payday shall be once per week, by direct bank deposit on Thursday.

ARTICLE 20 – HOLIDAYS

20.01 The Company agrees to pay eight (8) hours pay at an employee's regular straight time hourly rate for all seniority employees for the following holidays:

Statutory Paid Holidays

New Years Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Non-Statutory Paid Holidays

Easter Monday

Friday preceding Victoria Day

Friday preceding Labour Day

Friday preceding Thanksgiving Day

Additional days corresponding to GM production schedules during the Christmas holiday period.

20.02 (a) In order to be eligible for holiday pay, seniority employees must have worked the last regularly scheduled work day immediately preceding and the first regularly scheduled work day immediately following the holiday unless. An employee who is absent from work on the regular work day preceding or following the paid holiday will be paid for the holiday, provided he/she furnishes satisfactory proof that such absence was for reasonable cause, or he/she is excused in writing by the Company.

(b) Probationary employees will be eligible for pay on Statutory holidays only per the Employment Standards Act.

20.03 For the paid holidays during the Christmas and New Years' period, an employee who is otherwise eligible for holiday pay who misses either one of the qualifying days will lose only one days pay. If such employee misses both qualifying days, he/she will lose only two (2) days pay.

In the event an additional Federal or Provincial holiday is proclaimed during the life of this Agreement, such holiday will, in Ontario, replace the holidays designated in this Agreement as the Friday preceding Victoria Day.

ARTICLE 21 - VACATIONS

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

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

VACATION

Less than 1 year	0 weeks	4%
1 year and less than 5 years	2 weeks	4%
5 years and less than 15 years	3 weeks	6%
Over 15 years	4 weeks	8%

21.03 The Company reserves the right to schedule vacations either individually, or in groups, during the period July through June 30th. Preference will be given to the employees having the greatest seniority. Vacation shall not be accumulated year-to-year. Employees' vacations are mandatory and will be taken in accordance with customer shutdown periods. Vacation earned over and above customer shutdowns will be scheduled through the Leave of Absence process.

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

whole weeks by seniority and then by seniority. All requests made after the thirty (30) day deadline will be given last preference regardless of seniority.

ARTICLE 22 - BENEFITS

22.01 As per the negotiated agreement.

Plan Design (Employee Only)	
Extended Health Services	Only semi-private hospital accomodation. Benefit will be the difference between ward rate and semi-private hospital room rate to a maximum of \$200 per day.
Prescription Drug	The maximum covered dispensing fee is limited to \$11.00 10% copay agreement If generic equivalent drug available, reimbursement is limited to the cost of lowest priced generic less the co-pay and any amount in excess of \$11.00 dispensing fee
Out of Province	Provides benefits for covered "out of province" hospital surgical and medical as a result of an accident or emergency, when the Provincial Plan makes a payment towards the cost, and when appropriate, air or land ambulanc service for repatriation of the patient and accompanying spouse
Basic Life Insurance	\$3,750 in life insurance coverage
Extra Accident	Equal to 50% basic life (i.e. \$1,875) If accidental death occurs while on company business, an additional benefit equal to the amount of extra accident will be paid.
Paramedical Services	All excluded, i.e. chiropractor, therapy, vision, eyeglasses, footwear, orthotics, are excluded. Only the above described semi-private hospital accomodation (limited to \$200 per day) is included.
Dental	Dental is excluded
Vision	Vision is excluded
Prescription Drug	10% co-pay, plus dispensing fee in excess of \$11
Family / Dependent Coverage	Excluded. Plan is for employee only coverage.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Company and the Union agree to actively promote measures to assure the Health and Safety of all employees and the Company further agrees to make adequate provision for the Health and Safety of all employees. The Company will make every effort to comply in a timely manner with all legislation pertaining to Occupational Health and Safety devices required by the applicable legislation.

The Company has the right to determine which protective equipment is to be provided in consultation with the Joint Health and Safety Committee.

23.02 The Union and the Company agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injuries and illness.

23.03 The Company and the Union agree to establish a Joint Health and Safety Committee. The Committee shall be composed of two (2) members of the bargaining unit and two (2) members of management. Employee representatives shall be elected or appointed by the bargaining unit employees.

23.04 The Joint Health and Safety Committee shall meet and perform such duties as prescribed by the Occupational Health and Safety Act. The Company will ensure the Union Joint Health and Safety Co-chair will be trained to become a certified health and safety representative, if not already certified, as training becomes available.

Without limiting the generality of the foregoing, the committee shall:

- a) Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
- b) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.

- c) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- d) Hold meetings 10 times per year as per current practice, for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.
- e) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

23.05 Education and Training

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.

23.06 Right to Accompany Inspectors

The Union JHSC co-chairperson or designate shall be allowed to accompany a government inspector on an inspection tour.

23.07 Access to the Workplace

The National Union Health and Safety staff shall be provided access to the workplace to attend meetings of the committee or for inspecting, investigating or monitoring the workplace. Prior notice to the Company must be given and the time and date shall be mutually agreed.

23.08 National Day of Mourning

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

23.09 Occupational Health and Safety Act

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

23.10 Environmental Testing

When an environmental concern exists that requires testing/sampling, to the extent possible, such testing will be performed and signed off jointly.

Where testing is performed by a third party, the findings and any resulting action plans will be shared with the Joint Health & Safety Committee.

ARTICLE 24 - SUBSTANCE ABUSE

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

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of such employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide a leave of absence and all normal group insurance benefits while under a medically prescribed course of treatment.

ARTICLE 25 - COPIES OF THE CONTRACT

25.01 The Company agrees to pay the cost of the printing of the new Collective Agreement by a Union printer.

ARTICLE 26 - TRAINING

26.01 Training of new employees is an integral part of syncreon automotives ability to provide world class services to our customer. In order to provide levels of service to our customer and to recognize the Letter of Understanding relating to Quality Practice, the company proposes/states the following:

- a) In general, all training, associated methods, and decision on who conducts training is a management right.
- b) Wherever possible, to provide consistent techniques during training, Team Leaders shall conduct the required training.
- c) Other employees assessed as competent in the related processes may be used to aid in the training process. Efforts will be made to utilize those employees wishing to train.
- d) Training shall be conducted during regular working hours when possible however training activities may be conducted during overtime hours.

26.02 Ramp-Up Language

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

ARTICLE 27 – DURATION OF AGREEMENT

This Agreement will remain in effect from February 1, 2009 to February 1, 2012 unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiration of said Agreement.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 19th day of December, 2009.

SCHEDULE A - CLASSIFICATION AND WAGE RATE

SCHEDULE "A"

CLASSIFICATION AND WAGE SCHEDULE

RATES FOR SENIORITY EMPLOYEES:	<u>2009</u>	<u>2010</u>	<u>2011</u>
Effective Date	2/1/09	2/1/10	2/1/11

CLASSIFICATIONS

PRODUCTION OPERATOR	\$14.00	\$15.00	\$16.00
FORKLIFT OPERATOR	\$14.00	\$15.00	\$16.00

SCHEDULE A – CLASSIFICATIONS

PRODUCTION OPERATOR
FORKLIFT OPERATOR

GROUPS- To be determined locally

LETTERS OF UNDERSTANDING

CALL-IN-PROCEDURE

Both parties have discussed a call-in procedure for employees reporting absences from work. This procedure will be supplied to all new hires.

DOMESTIC VIOLENCE

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

EARLY & SAFE RETURN TO WORK

The intent of the current procedure for accommodation and placement of injured or disabled employees is to provide suitable work consistent with the functional abilities of the employee. The parties reiterated their commitment to work together, along with the employee and his/her medical provider to focus on returning the employee to their pre-injury level of health while ensuring all obligations under legislation.

QUALITY PRACTICE

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

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

We will:

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

SHIFT EXCHANGE

Provided that a minimum of twenty four (24) hours advance written notice is given, employees may make a request to exchange shifts with a co-worker. Both employees must have the skill and ability to perform each others' work assignment. Preference will be given to those in the same group within the affected classification. The exchange must be approved by the supervisor(s) affected and the Union Chairperson. An employee who fails to report for the exchanged shift will be subject to any disciplinary action that the Company deems necessary in the circumstances.

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

WOMEN'S ADVOCATE REPRESENTATIVE

The Employer and the Union agree that female employees may sometimes need to discuss matters such as Harassment/Intimidation, violence or abuse at home, substance abuse and other confidential matters.

They may also need assistance in finding out about special resources within the community such as counsellors or shelters to assist them in dealing with these or other issues.

The Women's Advocate Representative will participate in CAW training program for Women's Advocacy. The employer will be responsible for the wages at the regular rate for days spent in training and training costs. All other costs will be the responsibility of the Union.

The Women's Representative will meet with female members as required to discuss problems with them, in a private area provided for confidentiality. Appropriate communications and material will be developed by the Union to inform employees regarding this role.

In demonstration of their mutual commitment to this role, the Employer and the Union agree that the Employer's Representative will work closely with the Women's Advocacy Representative, while maintaining mutual respect for issues of confidentiality. Should their schedule permit, the Employer Representative will attend training with the Union's Women's Advocacy Representative.

PERSONAL PROTECTIVE EQUIPMENT

If required, Company will provide personal protective equipment up to seventy-five (\$75) dollars per year.

ORIENTATION

The Union will be given thirty (30) minutes for Collective Agreement/Health and Safety review for all new hires.

SOCIAL JUSTICE FUND

The Company agrees to contribute Two hundred and fifty (\$250) dollars in each year of the Collective Agreement beginning February 1st, 2009 and payable on each anniversary date.

PAID EDUCATION LEAVE

The Company agrees to contribute Two hundred and fifty (\$250) dollars in each year of the Collective Agreement beginning February 1st, 2009 and payable on each anniversary date.

Such monies to be paid by cheque made payable to: CAW Leadership Training Fund, into a trust fund established by the National Union, CAW, and sent by the Company to the following address:

CAW Family Education Centre, PEL Training Fund
205 Placer Ct.
Willowdale, ON M2H 3H9