

**COLLECTIVE
AGREEMENT**

Between

LEAR CORPORATION

OSHAWA PLANT

And

UNIFOR

And its

LOCAL 222

EFFECTIVE: October 21, 2025
EXPIRING: October 20, 2028

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AGREEMENT

This Agreement is made and entered into this **21st day of October, 2025** by and between Lear Corporation Canada located in Whitby, Ontario known as the Oshawa facility (designated as and referred to as the “Company”) and Unifor and its Local 222, (hereinafter designated as and referred to as the “Union”), through the duly authorized representatives of both parties.

GENERAL PURPOSE

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

The objective of the **2025** negotiations is to ensure we continue to operate a cost effective assembly plant which provides outstanding service to our customers through a high quality product, Just-In-Time delivery, and responsiveness to their needs.

We intend to achieve high levels of productivity through the effective utilization and integration of people, materials, equipment and technology. We will treat our employees, customers and suppliers with dignity and respect.

Our commitment to excellence requires the active involvement of all our employees in a safe work environment which emphasizes trust, employee and organizational growth and development, sensitivity to individual needs and values; and our responsibilities as a member of the Ajax community.

Future success at the Oshawa Facility is dependent upon creating an environment for creativity, a willingness to change, and a joint commitment to aggressively seek new and replacement business.

The Company recognizes the importance of the employment security it affords its employees and shares the desire of the Union to preserve those jobs and to create new jobs in the world markets. The Company reaffirms its objective to remain a viable domestic enterprise and declares its intention to achieve a competitive posture within a framework which contributes to the job security of employees and which is responsive to the changing market characterizing our industry.

It is believed that the principles expressed in this preamble will contribute significantly to our co-operatively working together to provide Lear Corporation employees in Canada with improved job security.

In support of the above, the Company, the Union, and each Employee at the Oshawa Facility commit their very best individual and collective effort to ensure the successful outcome of these intentions.

This Agreement is made the **21st day of October, 2025** between Lear Canada Oshawa Plant, 1652 Tricont Ave., Whitby, Ontario hereinafter referred to as the “Company” and Unifor and its Local 222, hereinafter referred to as the “Union”.

Article 1 - Recognition

Section 1: Employees Covered by Agreement

The Company recognizes the Union as the exclusive bargaining agent for all full-time and part time regular production and maintenance employees as outlined under Article 20 of this Agreement but excluding office, clerical employees, professional employees, security persons, salespersons, engineers, Coaches and individuals above the rank of Coach for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment at the Oshawa Plant.

Article 2 – Non-Discrimination

Section 1: Non-Discrimination

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

Workplace harassment is defined as any “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. Both the Company the Union are committed to providing a workplace free of discrimination and harassment.

Obligations of employees:

All employees are expected to treat others with courtesy and consideration and to discourage harassment. Employees are obligated to bring any complaint of harassment to the attention of the Harassment Representative for the Company and the Union as soon as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.

What harassment is not:

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

Section 2: Complaint and Investigation Procedure for Human Rights

To ensure that all employees understand their rights and obligations under this letter the Company agrees to establish a joint committee consisting of two (2) members of management and two (2) employees appointed by the Union to be used as required. At least one (1) member from each side will be female. **The Woman’s Advocate will act as the Harassment Representative as required.** The parties agree where applicable and required, **the investigator whether the Harassment Rep or the Women’s Advocate may work a flexible schedule to complete the investigation and will be provided a lockable filing cabinet for confidentiality.** The Company also agrees to provide **up to three (3) days of Unifor Harassment Investigator training for Management and Union Harassment Representatives and harassment training for all new employees during orientation.**

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may bring the incident forming the basis of the complaint to the attention of his/her Coach and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee's Coach and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, and the employee wishes a formal investigation then he/she shall submit his/her complaint in writing to the Joint committee.

The Company will review the complaint with the Union Chairperson (or designate) and advise if the complaint is determined to be harassment or discrimination as defined in the Lear Oshawa Workplace Violence and Harassment Policy and on the basis of a prohibited ground of discrimination as defined in Article 2, Section 1. If it is determined the complaint does not meet the definition in Article 2, Section 1, the complaint will be addressed per Section 3 below. If it is determined the complaint meets the definition in Article 2, Section 1, the following shall apply.

The Joint committee will conduct an investigation of the complaint. The investigation will include interviews of the complainant, any employee or Coach accused in the complaint, witnesses and other persons named in the complaint.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within two (2) working days of the lodging of the written complaint and shall be completed, where practical, within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint committee will be securely maintained in the offices of the Company and the Union.

Upon the completion of the joint investigation, the Joint committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the plant chairperson. If the members of the Joint committee do not agree, the report may reflect differences in the findings.

The Human Resources Manager and the plant Chairperson will then attempt to agree on what action if any should be taken as a result of the complaint and the findings of the Joint committee. Any agreed action will then be implemented.

If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

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

Section 3: Other Workplace Concerns Investigation Process

In other workplace concerns, the employee may bring the incident forming the basis of the complaint to the attention of his/her Coach and/or Union representative. In minor cases, not involving repeat

incidents, the Company and Union agree that the Union and/or the Company may try to resolve the complaint between bargaining unit employees informally without a full investigation when so requested by the bargaining unit complainant. In the event the parties cannot resolve the matter then an investigation will occur using the following process.

Upon notification to the Union the company investigation will begin within two (2) working days after the lodging of the written complaint and shall be completed, where practical, within fifteen (15) calendar days. The parties involved in the investigation will have the right to union representation during the investigation. Upon the completion of the company investigation, the parties will be provided a written response regarding the findings.

Section 4: Women's Advocate

Female employees may sometimes need to discuss with another woman matters such as violence or abuse at home, workplace harassment or other such personal issues. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

An appointed, union trained female advocate representative will be available, as required, to discuss problems with females and refer them to the appropriate community agency when necessary.

A minute of silence will be observed in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. Flags will be flown at half-staff to mark this occasion.

Article 3 - Management Rights

Section 1: Right to Manage Business

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

Section 2: Sole Right to Discipline for Just Cause

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

Section 3: Shop Rules

The Company shall have the right to establish shop rules and policies from time to time that are not inconsistent with the provisions of this Agreement. Such rules and policies will be prominently posted in the plant **and re-issued to the members of the Bargaining Unit any time changes are made.** Management will notify the Union **fifteen (15) working days prior to implementing changes in these rules or policies to allow the Union an opportunity to review the changes and provide feedback.**

Article 4 - No Strikes, Stoppages or Lockout

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

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

Article 5 - Union Membership and Check off

All present employees, new hires and probationary employees, on the completion of their probationary period, shall, as a condition of employment, become and remain members of the Union, for the term of this Agreement.

Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.

The Company will deduct during each pay period, the dues of such employees, and remit monies to the Financial Secretary of the Local Union of Unifor by the tenth (10th) of the month following the month in which the dues were deducted.

If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during a pay period of any month, dues deduction shall be deferred to their next pay period.

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

The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit, or who has died.

The Company agrees to supply the Unifor National Representative with a list of all employee's names, addresses, phone numbers, and postal codes upon ratification of this Agreement and/or at the request of the Local or National Union.

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

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

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

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

Effective with the signing of this Agreement and as a condition of continued employment, all present employees who are or who later become members of the Union shall remain members. It is also agreed that any new employees shall upon completion of ninety (90) working days of service become and remain a member. **For the purpose of the above, any day in which an employee works a minimum of four (4) hours shall be considered a working day.**

Article 6 – Representation

Section 1: Bargaining Committee & Shop Committee

For the purpose, of representation on grievances, bargaining a labour agreement and other duties, there shall be a Shop Committee consisting of one (1) Fulltime Shop Committee Chairperson and one (1) Fulltime Committee Representative on the second shift to be elected by the membership. There shall also be an elected representative from the Skilled Trades group. Each of the above will have an alternate representative. **Effective February 1, 2026, a third Fulltime Committee Member will be added to shift 1 or shift 2.** If/when a third production shift is added, an additional working Committee Representative will be elected by the membership. This third shift Representative shall be part of the Shop Committee.

The Company will be notified in writing of any changes of the above elected representatives or interim appointments.

Fulltime representation will not be required on shift when there are only Skilled Trades working, including the Skilled Trades Representative.

The parties understand that if the need arises to revise this section as it pertains to the number of representatives, the parties will meet in an attempt to change this section by mutual agreement.

The Company agrees to provide sufficient office space and supplies for the Union Committee. Union offices will include normal business supplies and services such desks, phones, internet, email, printers, office supplies and locking file cabinets as needed.

Section 2A: Union Representation & Union Business

In addition to the Bargaining Committee and Shop Committee above, the following Union positions will be working representatives who will be filled by Team members. Team members who act as any of the working representatives below will be provided relief as needed to attend to matters related to their Union function. The Union must provide as much advance notice as possible to the Team leader in order to provide coverage and release. Where immediate coverage cannot be provided within the team, such request will be forwarded to the area Coach and Chairperson who will assess the urgency of the request and take appropriate action. Such action could include moving another team member for coverage, arranging for another available time, utilizing another rep until the requested rep is available or other efficient solution.

Harassment Representative
EAP Representative
Women's Advocate/**Alternate Harassment Representative**
LGBTQ Representative
Racial Justice Representative

Section 2B: Other Job Duties

The Union Committee will support the key plant requirements to include but not limited to the following examples;

Liaison between HPWT's Steering Committee and teams

Overtime Equalization, Scheduling OT and filling day-to-day needs by calls.

Team Bids, Team & Shift Transfers.

Annual Vacation Calendar administration support.

General training and support of Team Leaders to assist if required in the following areas; vacation requests, scrap processing, assist in HPWT development, completing production reports, Kronos answering LPS prompts.

Effective February 1, 2026, the Committee Chairperson shall act as the Co-Chair of the Joint Health and Safety Committee. The other two Committee members shall make up the remainder of the Joint Health and Safety Committee. The Chairperson and the Committee shall also be the representatives for Ergonomics and Time Studies.

Section 3: Representative Leaving Place of Work

When a Union Committee Representative must leave his/her place of work to investigate or process a grievance, or for the interpretation or administration of the Collective Agreement s/he shall notify his/her Coach, explaining the reason for the request. In addition, s/he will notify the Coach upon return. The Company will pay for such non-worked time in the plant.

When a Union Representative needs to leave his/her place of work to attend to off-site union business, or training, s/he shall provide advanced notice to Human Resources with explanation. This excused time out of the plant will not be compensated by the Company.

Section 4: National/Local 222 Representative on Premises

The Union's National/Local Representative shall, upon request in advance to the Plant Manager or his/her designee, be admitted to the plant by the Company during regular working hours for the purpose of assisting in the adjustment of grievances or other legitimate Union business. Members of the Shop Committee, local officials and any delegates may leave the plant on Union business when arrangements are made as far in advance as possible with the plant management by the Local President or the National Representative. The Company will not be liable for any wages for the time spent out of the plant on Union business.

Section 5: Representation For Corrective Coaching

Whenever Management discusses a problem of a disciplinary nature with an employee, the employee will be notified of their right to representation. If a problem requires corrective coaching, Union representation will be notified prior to the meeting and management will furnish the employee with a brief explanation as to the nature of the problem. A suitable office will be made available to the Union and employee, for the purpose of discussing the problem prior to continuing discussions with Management.

Where Union representation is denied by an employee, Management will furnish the Union, within twenty-four (24) hours, a copy of all written Corrective Coaching statements given the employee. When

Management becomes aware of an infraction of company policy or concern of value adherence and formal coaching is contemplated, such will be issued to the employee within three (3) working days following the infraction, unless legitimate circumstances or an ongoing investigation precludes this action. The Union and employee shall be notified of any such delay.

The employee and Union will be given a copy of any warning, reprimand, or suspension that is to be entered in the personnel file.

It is not Management's intent to assess Corrective Coaching until the situation has been investigated, except in situations of egregious offenses or where it is deemed advisable to remove the employee from the premises pending further investigation.

Discipline which is removed from an employee's record through the Grievance Procedure process will not be considered a part of the employee's record after the effective date of removal.

Section 6: Bulletin Boards

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

On this bulletin board the following information may be posted:

- A. Notice of union meeting.
- B. Notice of election results.
- C. Notice of recreational, education or social events.
- D. All other notices of the Union.

None of the above shall contain derogatory or inflammatory language. The Union agrees to indemnify the Company against any and all actions, charges, and claims resulting from material posted on this board.

Section 7: Union Introduction

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

Article 7 - Grievance Procedure

Recognizing the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every reasonable effort will be made to settle problems promptly through discussions. The Company and Union recognize and agree that Teams, Coaches, Department Managers and Union Representatives are expected to work together to resolve issues prior to the issue being forwarded in accordance with the steps in the Grievance Procedure. In the event issues are not resolved at the plant floor level, this structured approach is intended to ensure a timely method for issue resolution.

Team Level Review

Team Members and Teams are expected to resolve most issues and disputes within their team by making the best decision for the team and the business. Any issues or disputes that cannot be settled within the team alone will be promptly brought forward to the relevant person(s) outside the team in an attempt to resolve the issue or dispute.

Decisions reached at the team level are not binding on other teams and are not precedent setting.

Section 1: Interpretation of Contract

Any complaint of an associate or a dispute concerning the interpretation or application, or alleged breach of the provisions of this Agreement by the Company may constitute a grievance to be addressed through the Grievance Procedure. A grievance to warrant consideration or negotiation will be initiated within five (5) working days following the time of the alleged violation or from such time as the violation could reasonably have been known to the aggrieved.

Section 2: Time Limits

Any grievance not answered within the time limits shall automatically be referred to the next step of the Grievance Procedure, unless the time limit has been mutually extended by the Union and the Company.

Step One

After the Team Level Review, the employee with the issue, or one (1) designated member of a group with the issue, will discuss the issue with the Coach who will investigate it further.

Any employee may request the Coach to call the committeeperson to discuss the issue with the Coach. The Coach will send for the committeeperson without undue delay and without further discussion of the issue.

If the issue is not adjusted by the Coach, it shall be reduced to writing on a grievance form specifying the nature of the grievance and signed by the employee (or Union Representative if employee unavailable) involved and one (1) copy shall be given to the Coach. The Coach shall give his/her answer in a timely matter.

Step Two

If the grievance is not resolved in Step One, the committee may take the grievance to the Department Manager(s) and/or the Shift Superintendent. The Company will provide a written answer within five (5) working days.

Step Three

If the grievance is not resolved in Step Two, it may be appealed to the Plant Manager or their designee who shall by agreement, set a time and place for further discussion after notification, in writing, has been given to the Plant Manager that the Union is appealing the decision concerning the grievance. The Local 222 Representative and the National Representative may participate in this meeting with the Shop Committee. If the grievance is not settled at this Third Step meeting, the Plant Manager or their designee will provide a written answer to the Local and National Representatives within ten (10) working days of said meeting.

Step Four

The National and/or Local 222 Representative has twenty (20) working days from receipt of the Step Three answer to appeal the grievance and/or grievances to arbitration, and to give written notice to the Company of its intention to arbitrate. The parties may also mutually agree to submit the grievance to binding mediation. The parties may agree to meet one final time for the purpose of resolution prior to the matter being submitted for arbitration/mediation. Such meeting will include the Unifor National Representative and a Company Corporate Human Resources Representative. If either party fails to adhere to the above time limits, the following will apply, unless time limits have been mutually extended by the Company and the National and/or Local 222 Union Representative. If it is the Company, the grievance is granted. If it is the Union, the case is settled based on the Company's last decision rendered.

Section 3: Arbitration

Arbitration shall be invoked by written notice to the other party of intention to arbitrate within the above specified time period. As grievances are submitted to arbitration the parties will alternate selecting arbitrators from the agreed list. An arbitrator may not be selected for a second case until all arbitrators from the panel list have been selected. The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

Any grievance not processed within the applicable time period shall not be arbitrable. All grievances reaching Step Four and not listed in a letter to such arbitration association to be heard shall be considered as having been settled.

The parties shall select a panel of arbitrators at the onset of each set of negotiations for the life of the agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5: Power of Arbitrator

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

The Company selected arbitrators shall be:

Jules Block
Peter Chauvin
Russell Goodfellow
Matthew Wilson

The Union selected arbitrators shall be:

Janis Johnson
Marilyn Silverman
Brian Mclean
Elaine Newman

Section 6: Labor-Management Committee Meetings

Management and the Shop Chairperson and Committee will meet on a regular basis to discuss those items which are of mutual interest. These meetings could include business items as well as topics the Shop Committee may wish to discuss which is not a part of the formal Grievance Procedure. Minutes of these meeting will be prepared by the Company, with copies furnished to the Shop Committee. The intent of such meetings is to achieve continuous communication improvement.

Section 7: Overtime During Grievance Meetings

If a committeeperson is required to attend grievance meetings prior to or after the start or end of his/her scheduled shift, the meeting time shall be considered as part of his/her scheduled work hours for the purposes of computing overtime.

Section 8: Settled Grievances

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

Any grievances settled by the Shop Committee and the Management shall be reduced to writing, signed by the committeeperson and a representative of Management. The settlement shall be final and binding by both parties.

Article 8 – Disciplinary Action

Section 1: Management Instruction

In accordance with high performance work teams, employees are encouraged to make the best decisions for the business and offer critical insight into matters that directly impact their work. The role of the Coach is to ensure that employees continue to learn and develop their skills to make the best decisions and offer the best insight with minimal supervision. Therefore, employees are expected to adhere to the instruction of Coaches and other Leadership when it is given. It is through this instruction that employees are expected to learn and develop skills to require less direct instruction in the future.

Section 2: Procedure

The following procedure will apply when the Company intends or contemplates suspending or discharging an employee.

- (a) The Company will notify the employee and the Union, in writing, within three (3) working days of the behavior or performance concern becoming known to the Company.
- (b) The Union will be permitted up to three (3) working day(s) to investigate the alleged violation
- (c) If the union does not agree with the Company's disciplinary suspension and/or termination, the union will at that time inform the Company that the union will be filing a grievance and such grievance will be subject to an immediate Step 3 Grievance meeting with Human Resources and Plant Manager or representative.

However, when circumstances occur which may endanger the safety of an individual, or other employees, the Company may take the necessary precautions including the removal of such an employee from the premises. The Company will provide notice and the reason to the Chairperson or designate prior to taking any such action.

The employee and the Union will be given a copy of any warning, reprimand or suspension entered on any employee's personnel record, within two (2) working days of being issued. In imposing

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

The Coach shall ensure that a Union Representative is present when an employee is taken to an office for an interview concerning discipline or prior to being sent home.

a) The following will apply when the Company intends to issue discipline to employees:

1. The Coach issuing the discipline will first contact the shift Union Representative to notify him/her of their intentions.
2. If a Coach intends to issue discipline to an employee who is absent, the Coach issuing the discipline will contact the on-shift Union Representative and will give him/her the Union's copy of the discipline as to remain inside the time limitations for issuing discipline.
3. It will be the responsibility of the Coach issuing the discipline to notify the employee of the discipline with a Union Representative present upon the employee's return to work.

Article 9 - Seniority

Section 1: Acquiring Seniority

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

Employees may acquire seniority after ninety (90) working days in a period of six (6) continuous months in which event the employee's seniority will date back 90 days from the date seniority is acquired. If the employee is retained by the Company for full probationary period, the seniority of such employee shall commence with the employee's most recent date of employment.

If an employee is on modified duties prior to the completion of their probationary period, the probation period will be extended by the length of time that they are on modified duties. For clarification, an employee will not accrue seniority towards the completion of their probationary period while on modified duties.

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

Section 2: Loss of Seniority

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

1. The employee quits.
2. The employee is discharged and such discharge is not reversed through the grievance procedure.
3. The employee is absent for three (3) consecutive working days without notification to the Company, or without justifiable reason for his absence.

4. The employee fails to return to work from a layoff within three (3) days, without a justifiable reason, after the Company has notified the employee to return by registered mail sent to the last address furnished to the Company by the employee.
5. The employee fails to return to work at the expiration of a written leave of absence without justifiable reason.
6. The employee is laid off for a period equal to the seniority accumulated at the time of layoff or **three (3) years**, whichever is less.
7. The employee retires.
8. The employee dies.
9. Obtaining any type of leave of absence for the purpose of seeking employment or work elsewhere or any other falsified reasons, records or data.
10. Any falsification of employment related data found within an eighteen (18) month period subsequent to date of hire.
- 11. Medical Leave/LTD benefits cease and the employee does not return to work within one (1) year or length of service, whichever is less, of the expiration of such leave.**

Section 3: Seniority List

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

The Company will provide to the Local Union the names, addresses and phone numbers of all bargaining unit employees as requested by the Local or National Union. The Local Union shall retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

Section 4: Employees Transferred Outside Bargaining Unit

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

Section 5: Work Performed by Employees Outside the Bargaining Unit

Coach's or any employees outside of the Bargaining Unit shall not be permitted to do the work of any of the employees of the Bargaining Unit except in the following types of situations:

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

Article 10 – Modified Work

The Company and the Union recognize their obligations under the Ontario Human Rights Code and the Workplace Safety and Insurance Act to participate and cooperate in accommodating and returning injured/disabled employees to active and meaningful employment within the workplace.

As such, the parties agree that every person has a right to equal treatment with respect to employment without discrimination and/or threat of reprisal in accordance with the Human Rights Code R.S.O. 1990.

The Union and Company agree to maintain and implement a modified work program. It is understood as a general guideline that, if an employee has a physical restriction lasting less than two (2) weeks, as a result of a workplace injury, the team that the employee is on will work with the employee to accommodate the short-term need.

If the restrictions of the employee last longer than two (2) weeks the team can choose to continue to accommodate for a longer period. If it is no longer feasible to accommodate the employee within the team, it will be escalated to the Superintendent who will work with Human Resources and Health and Safety to identify other value-added modified work that fits within the employee's restrictions, including open vacancies on other Teams.

During the life of the agreement the parties will meet to review the effectiveness of the modified work program, and make adjustment as necessary to meet the needs of the evolving Team environment.

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

Article 11 - Union Committee Reductions

Section 1: Union Committee Representatives

The plant committee shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work available they are able to perform. The elected skilled trades and the Committee Persons shall have preferential seniority on their respective shifts during their terms of office and shall be the last employees laid off on their shift(s) provided there is work available they are able to perform. In cases where one (1) shift is eliminated the shift Committee Person will be eliminated.

Article 12 - Team Leaders and Launch Trainers (Master Builders)

Section 1: Team Leader

A Team Leader leads a group of people in their team, and coordinates the day to day decisions that affect the team. The Team Leader will lead discussions to problem solve and resolve issues within the team. Where issues are not able to be resolved within the team, the Team Leader will seek the assistance of the Coach, Team Sponsor or other supporters to provide assistance and guidance to the team. The Team Leader may be required to perform the regular duties within the team as needed; and create the rotation schedule for -his/her team They will be placed in their normal rotation group for overtime purposes. They will report directly to the Coach of the department and will not be involved with the separation or formal disciplinary procedures of

the Company. Team Leaders shall be subject to all terms of this Agreement. Team Leader positions will be posted in accordance with Article 15. **The selection of Team Leaders will include a skill and ability component using a Scorecard agreed upon by the Company and Union. Where such process results are equal, seniority shall be the determining factor.** Such process may be amended as needed by the parties to best fit the team environment.

Section 2: Master Builders for New Program and Model Year Launches

A successful “new program launch” is critical to the success of the Lear Oshawa Plant and all its employees. In an effort to ensure that success the Company and Union agree with the principle of utilizing Master Builders to assist in the achievement of launch objectives. Such positions will be posted as required, with an approximate total number between six (6) and ten (10) required to meet the launch training needs. Employees posting for the temporary launch trainer opportunities will not be exclusively selected based on seniority and there will be an appropriate skills component which will weigh quite heavily in the final selection process. Specific requirements for the Master Builders will be identified on the job posting and shall include “all duties as assigned.”

Article 13 - Temporary Transfers

Section 1: Temporary Transfers

In order, to support other teams during times of increased absenteeism, employees may be temporarily transferred on the same shift from one (1) Team to another to cover the employees who are absent, on vacation or on leaves of absence or to fill temporary jobs or conditions or situations that may arise. If/when a temporary vacancy is known to be of significant duration (longer than 2 weeks). The Company will first offer opportunity for employees to volunteer to cover the vacancy for the duration of the leave on the other team if qualified on all jobs by seniority. The parties may mutually agree to extend the coverage if needed without offering to another employee. If no employees volunteer for the temporary position, or a second opening is created by the temporary move the Company will fill the temporary vacancy or the vacancy created by the movement through the use of temporary employees or fulltime hire. When the employee returns from leave they will be placed back on their home team or other open vacancy of their choice.

Employees with pressing home problems/issues or illness who temporarily need a shift other than the one (1) of their choice, may upon request and approval of the Team Leader(s), trade shifts with an employee on the opposite shift for up to thirty (30) days, providing s/he can find another qualified employee on the opposite shift agreeable to such trade.

Section 2: Longer-Term Vacancies

The Company and Union will review any leave which will or is known to extend beyond six months to discuss if the position should be deemed vacant and permanently posted.

Article 14 - Layoff & Recall

Section 1: Reduction in Classification/Shift

When the number of employees in a given classification or shift needs to be reduced, the process shall happen in the following order:

- Temporary employees first, and employees who have not completed their probationary period in the classification/shift would be laid off first.
- **Team Leader (TL) reduction – seniority permitting will:**
 - a. **Bump the lowest seniority TL on shift**
 - b. **Bump the lowest seniority TL in the same classification from the combination of the other shift(s)**
 - c. **Bump the lowest seniority team member in their team on the shift**
- **Absenteeism Relief (AR) Reduction – seniority permitting will:**
 - d. **Bump the lowest seniority AR on shift**
 - e. **Bump the lowest seniority AR in the same classification from the combination of the other shift(s)**
 - f. **Bump the lowest seniority team member in their team on the shift**
- **Team Member (TM) reduction – seniority permitting will:**
 - a. **Bump lowest seniority TM on their team**
 - b. **Bump lowest seniority TM on shift**
- **If the affected TM, from step 1 or 2, does not have the seniority to hold on shift, the TM will then have the choice to bump the lowest seniority TM in the same classification on the combination of the other shift(s).**

Employees reduced from their classification / shift will have recall rights in the reverse order they were laid off for a period of the length of their seniority or **three (3) years**, whichever is less.

Section 2: Temporary Layoff

Any layoff for less than four (4) consecutive weeks is defined as a temporary layoff. Reasons for temporary layoff could include: Customer's shutdowns, equipment breakdowns, material shortage, inventory, and other reasons of a similar nature. When a layoff is expected to last four (4) consecutive weeks or less, employees will be laid off by seniority, classification and shift. Employees will remain with their shift during temporary layoff regardless of seniority. During a period of temporary lay-off shift rotations will continue per the usual schedule and the shift(s) required match the customer shift schedule will be scheduled. The period of a Temporary Lay-off may be extended by mutual agreement. Recall from temporary layoff will be by seniority with the most senior employees capable of performing the work being recalled first.

In the event of temporary layoff, senior employees not effected by the layoff (including if their shift is working) may voluntarily apply to accept an inverse layoff in the place of a junior laid off employee. The Union will canvas unaffected employees at the announcement of the layoff and advise the company of any members wishing to take a voluntary (inverse) layoff. The Company will, at it's discretion, grant the voluntary layoffs where skill and ability allows.

Section 3: Permanent Layoff

Defined as orders/operations/processes permanently discontinued, efficiency improvements, etc. In the event of a permanent layoff, employees within that classification will be reduced by seniority, plant-wide. If those reduced are senior to employees working, the most junior employees shall be displaced. Remaining employees affected by the reduction will have the opportunity to fill the positions, in order of seniority, vacated by junior employees laid off.

All classifications, seniority permitting, will bump the lowest-seniority TM within the classification, on the same team, from the combination of the shift(s).

Team Leader(s) that do not have the seniority to remain on their team, will be able to bump the lowest seniority TL from the combination of the other shift(s).

AR(s) that do not have the seniority to remain on their team, will be able to bump the lowest seniority AR from the combination of the other shift(s).

The affected TM(s), by seniority, will participate in the open job pool section process.

Section 4: Recall from Permanent Layoff

Recall from a permanent layoff will be by seniority with the most senior employee being recalled back to work first. **Recalled employees shall have the option to return to their posted shift held prior to layoff, in seniority order, provided there are openings on the shift at the time of recall.**

Article 15 - Job Postings

Section 1: Permanent Vacancies

In the event of permanent Team Member vacancy on a team, the position will be posted for five (5) consecutive days and transfer requests will be collected only during this time. Selection to fill the vacancy will be based on seniority.

An employee selected to fill a permanent opening, or who is offered and refuses an opening will not be eligible to reapply under these provisions for six (6) months. **This will not be applicable for employees that refuse a posting before transferring to the new position.**

The successful bidder will be placed on the new team within two (2) weeks, unless it interferes with production (e.g. mass transfers). Any employee selected under these provisions will be given a five (5) day trial period to be completed immediately upon transfer to the team. The employee will have five (5) working days to decide if they wish to return to their previous assignment. If an employee fails to meet the requirements of the new team during the period, then they shall be transferred to the open position on their prior team. It is understood that the position that became open as a result of a team transfer will not be offered for posting until after the time has passed for the employee to decline the new position. It is also understood that this procedure will be applied only to a primary opening and one (1) secondary opening as a result of filling the primary opening.

If there are no successful bidders, the low seniority employee without a job will be placed on the team and fill the permanent vacancy. If there are no employees without a job, the posting will be offered to employees on the third shift by seniority prior to filling the vacancy with new hires or temporary employees.

Section 2: Plant Movement

The Company shall have the right to require enough experienced employees to work on any shift or team sufficient to give it the required number of experienced employees so as to not significantly interrupt job rotations or team performance. When such circumstances arise, the parties will meet to determine the method or process to maintain the required skill and ability. As a general guideline, a maximum of two (2) Team Members in training on the same team will be observed whenever possible.

If the Company reinstates a job within three hundred and sixty-five (365) calendar days of eliminating the job then the employee bumped from the job will have the right to revert back to that same job.

Article 16 - Leave of Absence

Section 1: Personal Leave of Absence

If a seniority employee has expired their vacation allotment or cannot get approval due to a full vacation calendar, a personal leave of absence without pay may be granted at the discretion of the Company, provided that such leave is of significant necessity to be off, and the team has the ability to allow within headcount. The Company agrees to provide written response to employee requests for personal leaves within five (5) working days (if time permits).

Section 2: Return Early From Leave

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

Section 3: Medical Leave of Absence

An employee who is absent from work because of documented illness, injury, disability or pregnancy for a period in excess of five (5) working days shall be granted a Medical Leave of Absence for the period of documented continuing disability. An employee requesting a Medical Leave of Absence must provide documentation from his/her attending physician which states the date the disability began, the medical basis for the disability, and the expected date the employee can reasonably be expected to return to work. The provision of this Medical Leave of Absence section of the Agreement does not determine whether or not an employee may be eligible to receive sickness and accident benefits. A Medical Leave of Absence may not exceed **the total length of short term and long term period**, or the length of the employee's seniority, whichever is less.

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

Emergency Leave: Will be considered as hour worked for the purpose of overtime calculation.

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

Parental Leave: Up to 61 weeks for birth mothers and 63 weeks for other new parents are available.

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

Family Medical Leave: up to twenty-eight (28) weeks leave to provide care to a family member with a serious medical condition with a significant risk of death occurring within a period of 26 weeks.

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

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

The Company shall have the right to request an employee, either on Medical Leave of Absence or attempting to return from such leave, to submit to an examination by a Company physician. In the event

there is disagreement between the employee's physician and the Company's physician as to his physical fitness, the matter shall be submitted to an impartial medical specialist/examiner in the field of medicine in which the point of controversy exists. The findings of the impartial specialist/examiner shall be binding upon the employee, Union and Company.

Section 4: Occupational Work Related Injury (WSIB) Leave

In the event an employee is injured in the plant and because of the nature of his injury is, in the opinion of the attending physician, unable to continue work of any kind after treatment, he will be paid at his regular rate of pay for all time lost during his regular shift on the day of injury. If required, the Company will supply and pay for transportation to the hospital, health professional or doctor's office and then back to the plant or to the employee's home.

Section 5: Probationary Employee and Medical Leave of Absence

In situations where a medical Leave of Absence is granted to a probationary employee, credit will be given toward accruing seniority as defined in Article 9 Seniority for the period of documented continued leave, except that the employee must return to work and complete the ninety (90) working day employment requirement in an adjusted six month period, if necessary, before they actually acquire seniority. Once this requirement has been fulfilled, the seniority date will be adjusted as provided for in Article 9 Seniority.

Section 6: Bereavement

When a death occurs in an employee's immediate family, (spouse, including common-law, parent, parent of a current spouse, child, brother, sister, step-brother, step-sister, step-parent, step-parent of a current spouse, step-child, grandchild) the employee, upon request, will be excused for the **five (5)** normally scheduled working days excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the service, provided they are actively at work. **When a death occurs in an employee's family (brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents of a current spouse, also brother-in-law, sister-in-law of a current spouse) the employee, upon request, will be excused for the three (3) normally scheduled working days excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the service, provided they are actively at work.**

If an employee encounters a situation that delays the memorial service of the departed, the employee may meet with Human Resources to discuss other options available to them. The Company agrees to make every effort to allow the employee to attend the services when this situation occurs and may allow the employee to utilize one day of the three-day allotted bereavement time at the later date to accommodate. Pay for bereavement days will be paid at the time the days are taken. An employee excused from work after making written application receives the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they were excused.

Section 7: Jury Duty

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

a witness and must furnish satisfactory evidence that they report for, or performed jury duty, or appeared as a witness on the days for which they claim such payment.

Section 8: Military Leave

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

Section 9: Union Leave

The Company will grant a written leave of absence without pay for Union members to transact Union business away from the premises of the Company for conventions, conferences, and schools. Persons requesting this type of leave of absence must submit such a request not less than one (1) week in advance of their attended absence, except that in cases beyond their reasonable control, only one working day notice need be given. No more than three (3) persons will be granted leave at any one time, except that the Bargaining Committee will be granted a leave to conduct their union business.

Section 10: Union Office and Public Office

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

Section 11: Paid Education Leave

The Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, Unifor and sent by the Company to Unifor PEL Training Fund, 115 Gordon Baker Road, Toronto, ON M2H 0A8. Employees, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. No more than two (2) persons will be granted leave at any one time.

Section 12: Social Justice Fund

The Company agrees to contribute one cent (1¢) per hour worked to the Unifor Social Justice Fund. The Company agrees to forward the contributions quarterly to the Unifor Social Justice Fund.

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:

Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8

- Day Shift Times to be communicated

The day shift and afternoon shift rotate bi-weekly and the midnight shift is a steady shift including the maintenance group.

It is understood that the lunch period may be subject to change (by one half hour before or after the normal scheduled lunch period) provided employees are notified of the change at least one hour in advance.

In emergency situations (to ensure the production line is running immediately following the lunch period) skilled trades employees will be required to work and their lunch will be observed after the completion of the emergency repairs. If there is no opportunity for a lunch break, they will be paid for all hours worked.

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

Section 2: Normal Work Week

The normal work week shall be considered forty (40) hours per week consisting of five (5), eight-hour days, Monday through Friday inclusive. The Company however retains the right to alter hours of work **in order to match or meet the customer build schedule after providing fourteen (14) calendar days' notice to the Union.** In the event that it becomes necessary or advantageous to go to a four, ten-hour day work week the Company and Union agree to implement such a shift schedule.

Article 18 – Overtime

Section 1: Overtime Rate

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

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

Section 2: Overtime Equalization

Posting, soliciting, updating or any other aspect of the overtime equalization and awarding will be the sole responsibility of the Union Committeeperson(s). Management will have the responsibility of advising the Union Committeeperson within the first thirty (30) minutes after lunch of the number of employees needed for overtime each day. The Company will advise the Chairperson of any additional requirements due to call-ins as soon as possible.

The parties acknowledge that there are circumstances in which regular full-time employees may be required to work overtime. The parties have endeavored to minimize the need for mandatory overtime through the use of overtime equalization which will be administered as follows.

- a. Each team will be considered as a group for overtime equalization.
- b. Each team will be grouped by their company seniority date.
- c. A weekly overtime sign up list will be posted in a mutually agreed area to allow employees to sign up for daily overtime which may occur during the following work week. The list will be posted on the first day of each week and brought down at the end of the shift on each Friday. Employees who sign the overtime list will be given first preference for overtime during the following week.
- d. Daily overtime will first be awarded to volunteers that are qualified to perform the work within the team. If there are not enough volunteers within the team the opportunity will be offered next to qualified employees on another team.
- e. The method for awarding voluntary overtime will start with selecting the most senior qualified employee on the team overtime equalization list. Overtime will be awarded on a rotating basis continuing with the next employee below the last person that was awarded the overtime.
- f. Employees that volunteer for overtime work outside of their team will be awarded overtime on a rotational basis, based on a master seniority list for overtime.
- g. Employees who are offered, accept, or would have been offered in line with the rotation, had they signed up for overtime, will be charged as having worked.
- h. When overtime work is available, the employees who are absent for any reason will be charged as having worked if they would otherwise have been offered the work.
- i. Employees who sign up for weekly overtime and refuse an overtime opportunity will be first to be forced to work overtime if not enough employees accept the overtime.
- j. If not enough employees sign up for weekly overtime, then the employee in the overtime group with the lowest overtime hours based on YTD overtime hours from the previous week, who has the ability to perform the work, will be forced to work.

Section 3: Voluntary Weekend and Holiday Overtime

1. Production

- Overtime on Weekends and Holidays will be first distributed to employees normally performing the work (including all shift absentee replacements).
- If necessary the opportunity will next be provided to qualified employees based off of the master seniority list for overtime.

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

- Overtime on weekends and Holidays will be distributed based off of the master seniority list for overtime.
- 3. Inventory / Area Changeover
Separate rotation logs will be maintained for the Materials Department and the remainder of the plant employees for both inventory and area changeover events so that Material employees are able to be utilized for each event.

Section 4: Customer Scheduled Production (Required Overtime)

- The Company retains the right to schedule overtime time to match the overtime scheduled by its customers and such overtime will be mandatory.

- The Company also retains the right to schedule other required overtime consistent with the provisions of the Employment Standards Act.
- See Letter of Understanding #9 for additional detail.

Section 5: Overtime Related Parameters

- “Qualified” for the purposes of being provided an overtime opportunity means that the employee is capable of performing the same duties as the employee normally performing the work both in quantity and quality of work without training.
- Overtime required during the summer shut down period will be distributed to qualified employees utilizing the Master Seniority List.
- Once an employee accepts overtime this now becomes the employee’s regularly scheduled working day.
- The remedy for failure to abide to the overtime provisions will be to offer the employee not afforded the overtime opportunity in error with the next available similarly defined opportunity.

Section 6: Required Overtime (Run at Rate, New Program Training)

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

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

Section 7: Program Launch Required Overtime

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

The Union will be responsible for canvassing all overtime once the requirement is determined by the Company.

Section 8: Overtime Rotation Lists

The Union will maintain copies of the Master Overtime rotation list and the team rotation lists.

Section 9: Qualification for Overtime

The training matrix will be used to verify an employee's abilities and skill for overtime awarding and equalization.

Article 19: Report in Pay and Call In Pay

Section 1: Report in Pay

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

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

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

Section 2: Call In Pay

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

Article 20 – Wages and Classification

Section 1: Wages and Classifications

a) **Wage Rate Structure**

Oshawa Top Production Wage Rate Scale			
Production Employees	>Ratification	Oct-26	Oct-27
	\$31.90	\$32.54	\$33.52
Skilled Trades Employees	>Ratification	Oct-26	Oct-27
Electrician & Millwright	\$44.35	\$46.50	\$48.05

New wage rates effective the first Monday after ratification.
Scale moves on the Monday following the Contract anniversary date.

Current Employees in Wage Scale at Ratification				
Service	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Wage Rates	\$22.13	\$25.29	\$29.08	Top Rate

Employee service wage rate changes effective on the Monday after their own hire anniversary date.

Team Leader Premium - \$1.50/hr more than employee wage rate.

Continuous Improvement Coordinator - \$1.50/hr more than employee wage rate.

Chair Person & Committee Persons Premium - \$1.50/hr more than employee wage rate.

Shift Premium - **\$0.75** all hours worked on scheduled second (2nd) shift and **\$1.00** for all hours worked on third (3rd) shift. **Premiums will be paid for the hours worked on the second or third shifts only.**

Supplemental Employees – Entry wage rate each year of the scale.

b) **New Hire Wage Rate Progression Schedule**

New Hire Wage Scale				
Service	Year 1 (Hire)	Year 2	Year 3	Year 4
Oct-25	\$22.13	\$25.29	\$29.08	\$31.90
Oct-26	\$22.79	\$26.05	\$29.96	\$32.54
Oct-27	\$23.25	\$26.58	\$30.56	\$33.52

New hires move horizontally on their service date and vertically on the contract anniversary date.

Section 2: Lump Sum Payments

A one time Ratification Bonus of two-thousand dollars (\$2000.00) (minus statutory deductions) for all seniority employees on roll at time of ratification will be paid within three (3) weeks of Ratification.

Article 21 – Vacation

Section 1: Vacation Year

The vacation year will extend from July 1 to June 30. The amount of vacation is determined by the employee's length of service as of June 30 in each vacation year.

Section 2: Schedule

Less than one year	Time accrues at the rate of 1 day per full month: maximum 10 days or 4%
One Year to Less than 3 Years	10 Days at 4%
Three Years to Less than 15 Years	15 Days at 6%
+15 Years	20 Days or 6%

Section 3: Vacation Rate of Pay

The amount of vacation is determined by the employee's length of service as of June 30 in each vacation year. The amount of vacation pay is based on total earnings between July 1 and the start of the approved vacation period, calculated at the percentage shown above for the accredited years of service. For clarification, vacation is earned from July 1st to June 30th and taken the following year. If June 30 does not fall on a Saturday, which is the week ending date, the vacation earnings will be calculated up to the previous week ending date. Vacation pay will be paid to eligible employees at the employees' current rate of pay.

Vacation pay shall be paid at the time the employee takes their vacation following the regular pay cycle unless the employee requests for the vacation pay to be paid prior to his scheduled vacation. One-week notice must be provided to the Company for advance vacation payment.

Vacation eligibility may not be carried-over from one year to the next. At the conclusion of a vacation year an employee will be paid out for any unused remaining vacation. Vacation hours paid shall be considered as time worked and credited when computing vacation pay eligibility.

The company has the right to schedule up to two (2) weeks of employee vacation to align with customer shutdown periods.

Maintenance employees required to work during a vacation shutdown will be permitted to schedule two (2) weeks of their vacation eligibility in single days. Maintenance employees may be scheduled to work the entire customer shutdown period if needed. The Company will provide as much notice as possible of maintenance staffing requirements prior to the shut down period.

Lear will attempt to accommodate each Associate's vacation request. However, under normal circumstances, only a certain number of Associates from each area will be allowed to take vacation at any one time. Therefore, each Team Leader, will approve vacation requests with consideration of production requirements, number of people in the department, etc.

An employee who has greater than ten (10) days' vacation may use at least five (5) days in one (1) day increments.

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

A vacation week will run Sunday to Saturday. Employees may change their approved vacation due to a layoff or bereavement.

Employees may cancel scheduled vacation by completing the approved form. Employees may reschedule canceled vacation for another week on a first come first serve basis. Employees are required to take a minimum of two week's of vacation time away from work during the vacation year.

The parties will meet for the purpose of establishing the timing and process of scheduling of annual vacation calendars ahead of the vacation year. Such agreement shall be posted for all employees to review prior to the vacation sign-up period. Annual vacation shall be granted on the basis of seniority.

Section 4: Vacation Accrual

The company shall provide the Union with an updated list of all employee's vacation accrual at the end of each quarter.

In the event that the Company changes payroll providers or systems, the Company will prioritize including vacation accrual on the employee's pay stub.

Article 22 – Holidays

Section 1: Holidays

During the life of this Collective Agreement, the Company agrees to observe any paid holidays observed by the customer.

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

Section 2: Holiday Pay

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

Effective with the 2026 Holiday Schedule, the Company will pay time and one half pay for all hours worked on the "Civic Holiday."

Section 3: Eligibility

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

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

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

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

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

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

Article 23 - Standards of Production

Section 1: Standards Base

The Company agrees to set its production standards on the basis of fairness and equity, giving reasonable consideration to the normal working capacity of the normal operator and ergonomic guidelines/standards. Standards shall be established by time and motion study, or standard time study data developed in the plant.

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

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

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

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

Section 2: Dispute Over Measurement Study

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

- A. When a dispute or complaint arises, the complaint should be taken up with a Production Manager. If the complaint is not settled, the work measurement study will be reviewed with and explained to the Committee Person by the Production Manager.
- B. The work measurement will be reviewed including the proper methods, tooling, equipment; material and material supply and explained to a member or members of the Bargaining Committee by the Company's Industrial Engineer.

- C. If a result of the review, a re-study is taken and found to be correct, no change in the standards will be made. However, if a difference is determined from the original standard, a revised standard will be issued.
- D. If no agreement can be reached, the matter may be submitted under Step 2 of the Grievance Procedure.
- E. If no agreement can be reached through this procedure, the Union may bring in its own Union Industrial Engineer to jointly study the job in dispute with the Company's Industrial Engineer, and take part in the negotiations to arrive at a satisfactory rate.

Section 3: Standards Made Available

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

Section 4: Standards Not Established

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

Section 5: Grievance Procedure

In the event that there is a disagreement over establishment of a standard, the issue, in grievance form will be addressed in a meeting under Article 7, Section 2 of the Grievance Procedure.

Article 24 - Health and Safety

Section 1: Safety and Health

The Company recognize its obligations to provide a safe, healthful working environment for the employees. The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful work environment. The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with the Ontario Occupational Health and Safety Act (R.S.O. 1990) **and the Industrial Establishment Regulation 851 (R.R.O. 1990) and other applicable regulations** in effect on September 1, 1995. If services become unavailable, the parties will meet to come up with remedies.

Section 2: Joint Health & Safety Committee

A Joint Health and Safety Committee consisting of six (6) members shall be established. Management shall appoint three (3) members and the Union shall be represented by three (3) members. The committee will have two (2) Co-Chairpersons one for the Union and one for the Company. For the period of time when a full complement of production midnight shift employees are scheduled to work midnights the Joint Health and Safety Committee shall increase in size by one (1) management representative and one (1) union representative.

This committee shall:

1. Meet on a monthly basis, to discuss health and safety conditions in the plant.
2. Conduct monthly safety tours on a date and time mutually agreeable.
3. Promptly investigate accidents and safety complaints.

4. Promptly review accidents and their causes and recommend safety devices or procedures to prevent similar occurrences.
5. Review new line layouts for safety and ergonomic recommendations. **The Company will offer ergonomic assessment training to members of the Joint Health and Safety Committee annually.**
6. Be provided with opportunity to fulfill their required duties and responsibilities under all applicable health and safety legislation in Ontario.
7. Seek appropriate external testing resources as required based on recommendations from the Joint Health and Safety Committee.
8. Be certified to the standard Levels 1 and 2 of the Occupational Health and Safety Act. Such certification shall be provided by the Company.
9. Joint Health and Safety Committee members will be paid for all time spent attending such safety meetings.

In the event of an accident, other than first aid cases becoming known, the designated Union Safety Representative on the shift will be notified immediately. Members of the Safety Committee will be allowed to meet with the designated members of management as soon as practical when they feel a safety violation / circumstance presents an unsafe condition, which results in an immediate danger and requires immediate investigation. The Union will receive a copy of the accident report.

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

Section 3: General Health & Safety Matters

1. Right to Refuse

The Company and the Union jointly recognize the rights of employees to refuse work in accordance with the Occupational Health and Safety Act, S. 43. R.S.O. 1990 (c.0.1). The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery or equipment. The Company agrees to discuss these rules and regulations with the Union prior to implementation.

2. Lockout

The Company will ensure a "lock-out system" is installed on all machinery and equipment in conformity with the Ministry of Labour. A lock-out training program shall be jointly developed by members of the Joint Health & Safety Committee within ninety (90) calendar days of the signing of this Agreement. Such program may be delivered internally through the Joint Health and Safety Committee or through the use of a certified vendor. A yearly review of the lock out procedures will be conducted by the Joint Health & Safety Committee.

3. Red Tag Procedure

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

4. Government Inspections

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

5. Layout Change Review

The Company will meet with the Union and appropriate representatives prior to any significant layout or model changes. The purpose of such meetings will be to explain and discuss the nature of the changes and the impact they may have on the workforce as well as provide the union with an opportunity to have input prior to the changes.

6. One (1) Minute of Silence

Each year on April 28, and November 11, at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job and in memory of soldiers who have served and lost their lives fighting for their country, respectively.

7. WHMIS (or applicable) Training

The Company agrees to provide training for employees who have not yet received WHMIS training to the applicable Ministry standard, a thirty (30) minute WHMIS annual safety talk will also be provided. This training will be mandatory for all employees.

8. Occupational Health & Safety Training

The Company will provide a leave of absence with pay for up to ten (10) working days for the Union Health & Safety Committee Representatives and the Union Committee to participate in Unifor Health and Safety Training programs.

9. First Aid, CPR & Defibrillation

The Company realizes the benefit of providing First Aid and CPR Training to its employees. This training shall be offered to employees on a voluntary basis, at least every **three (3) years** and paid for by the Company. The Company will also provide training in defibrillators in the plant.

10. Personal Protective Equipment

The Company shall furnish Personal Protective Equipment where the Company requires, The employee is responsible for the reasonable care of such clothing and equipment. The Company agrees to furnish and maintain an adequate inventory level of personal protective clothing (such as aprons and gloves) when the Company requires use of such protective clothing. The Company also agrees to maintain an adequate inventory level of first aid supplies consistent with legislative requirements. Employees may make reasonable requests for supplemental PPE beyond that which is required on the job. Such requests will be assessed by the Joint Health and Safety Committee prior to any implementation.

11. Prescription Safety Glasses & Hearing Protection

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

12. Steel Toed Safety Shoes

The Company will subsidize the purchase of safety shoes or safety boots by the employees. The Company will pay 100% to a maximum of one hundred **fifty dollars (\$150.00)** per employee in a calendar year to employees working on jobs where safety shoes are deemed mandatory or the employee can combine two (2) years payment and purchase one (1) pair of boots for up to a maximum of **\$300.00**, every two (2) years. All shoes must be purchased by a Company approved supplier. The parties agree that the Joint Health and Safety

Committee will review all areas of the plant and any areas designated as jobs requiring safety toed shoes will be included in the one hundred **fifty dollars (\$150.00)** subsidy. A calendar year is defined as January 1st to December 31st. All Skilled Trades employees must wear safety footwear. The Company will pay 100% to a maximum of one hundred **and fifty (\$150.00)** per pair of safety boots per employee per year or the skilled trades' employee can combine two (2) years payment and purchase one (1) pair of boots for up to a maximum of **\$300.00**, every two (2) years.

Article 25 - Skilled Trades

Section 1: Skilled Trades Defined

The term Journeymen/Journeywoman shall mean any person

- a) Who presently holds a Journeyman's/Journeywoman's classification in a skilled trade occupation;
- b) Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;
- c) Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A Unifor Journeyman's/Journeywoman's Card will be accepted as proof;
- d) Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above;
- e) Prior to an employee's starting date, the Company shall present to the Union documented proof of the respective trade that the new employee is applying for.
- f) **When a seniority employee accepts an apprenticeship offered by Lear Oshawa and signs a Registered Apprenticeship with Skilled Trades Ontario, an Apprentice seniority date will be established on their first day with maintenance. For reductions in the maintenance workforce this date will be used.**

The Skilled Trades Apprentice shall establish Skilled Trades seniority in the appropriate Trades classification upon completion of all apprenticeship hours, schooling and successful completion of "College of Trades" qualification of Certification examination.

An Apprentice in Skilled Trades who has previous production seniority and completes the requirements to establish Skilled Trades seniority as above will have his/her apprentice time credited to their previous block of production seniority.

Section 2: Reductions in Force

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

An apprentice who bumps back into production shall not be bound to the apprenticeship agreement signed with Lear Oshawa in the event they choose to continue their apprenticeship outside of the Lear Oshawa facility.

Section 3: Tool Allowance & Clothing

The Company agrees to arrange with a Tool Supplier for the purchase of tools required in the performance of a trade for each Skilled Trades employee. The Company further agrees to pay for a tool allowance annually **seven hundred and fifty (\$750.00)** dollars. Employees will be allowed payment once per year with receipts required. Any tool purchases beyond the allowance may be paid through a payroll deduction. The Company will purchase three (3) welding coats, to be kept clean and in good repair. The Company will provide ten (10) sets of clothing per skilled trades employee per year and agrees to maintain or replace as needed. The Company agrees to purchase one (1) outside coat for each employee in the skilled trades department every three (3) years. Also, the Company agrees to clean these coats once (1) per year.

The Company will reimburse licensed Skilled Trades members for the cost of the required Certificate of Qualification License Renewals upon proof of payment.

The Company will provide one (1) copy of the current Canadian Electrical Code book annually, to be made available in the Maintenance Coach's office for the use of Electricians.

Section 4: New Technology

When new technology is introduced into Plant the company will provide training to skilled trades personnel where appropriate. Such training will normally consist of instruction in the operation, maintenance, preventive maintenance and repair of the equipment, provided that such work falls within the accepted scope of the specific trade(s). Following the installation of any new equipment or process in the plant, the company will meet with representatives of the affected trades to allow them to participate in the evaluation of process capability and make recommendations to improve the operation of the equipment. Where appropriate, the Company will arrange for skilled personnel to interact with suppliers during design and construction of new equipment.

Section 5: Switching Shifts in Maintenance

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

- The company and the union mutually agree.
- All shifts are adequately manned and there is no adverse effect on production or maintenance.
- All affected employees are in agreement.
- Employees may cancel request by providing written notification to the company and the union with a minimum of four (4) weeks' notice.

Section 6: Overtime Procedure (Maintenance Department)

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

- The shift that worked prior to vacancy will be offered the first four hours.
- The shift that is working following the vacancy will be offered the last four (4) hours.
- If the Company is unable to fill vacancy and has tried everyone in the classification, they may fill the manning requirement through an outside contractor. The Company will provide advance notice to employees of these vacancies when possible.

- Remedy for failure to follow this procedure will be to offer the next available overtime opportunity to the employee missed in error.
- If production runs a Sunday shift and maintenance is on their shift change week, to determine coverage, the Saturday day shift will work Sunday day shift and the Saturday afternoon shift will work the Sunday afternoon shift.

Section 7: Sub-Contracting Skilled Trades

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

The Company will examine any alternatives proposed by the Union, and if the proposal(s) are competitive and within limits, the Company will adopt these alternatives rather than have the work contracted out. The Company agrees that during the bidding process for major installation work and construction projects, unionized suppliers will be selected provided they are competitive for price, delivery and quality.

Article 26 – Benefits

Section 1: Medical Insurance & Pension

The Company will provide medical insurance for all its full-time employees and their dependents. The negotiated benefits are highlighted in this section. **Any negotiated changes during the 2025 negotiations are effective January 1st, 2026.** If the company changes insurance carriers at any time during the term of this Agreement coverage, co-pays, and weekly contributions will remain the same.

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

Section 2: Life Insurance

Provide for Life Insurance of **\$50,000**

Section 3: Accidental Death & Dismemberment:

\$45,000

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

Additional optional coverage for dependants as follows:

- I. \$70,000 Spouse
- \$20,000 Dependent Child
- Evidence of insurability required

Section 4: Weekly Accident and Sickness Benefits

Employees that meet disability eligibility requirements must exhaust Employment Insurance (EI) sick benefits prior to Company paid sick and accident benefits. Any employee disadvantaged due to the use of EI benefits will be reimbursed if short credit in case of layoff.

Company benefit **for production employees** will be Employment Insurance (EI) Equivalent to **the EI maximum allowable amount** per week for remaining entitlement based on a seven (7) day week. Partial weeks will be paid at one seventh of a weekly entitlement per day. The maximum benefit payment is twenty-six (26) weeks.

Skilled Trades – **same as above with a maximum** of \$750

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

Section 5: Eligibility

Eligibility for payment: eighth calendar day of accident/injury/sickness, first day of hospitalization minimum (24) hour admittance including first day for surgical procedure that is recognized under O.H.I.P. Schedule of Insured Services and performed in a hospital, doctor's office or medical clinic, for a maximum twenty-six (26) weeks for any given accident or sickness.

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

Payment also is made the first day for a female who seeks sanctuary at a Woman's Abuse Centre.

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

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

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

A period of care will be considered to have started when they have been seen and treated personally by a physician. If an employee is unable to be seen and treated personally by a physician, the Company will accept proof of diagnosis and treatment by a physician over the telephone in establishing the commencement of a period of care. The consulting physician must complete an attending physician's statement confirming the diagnosis and treatment rendered by telephone.

Employees on layoff who are unable to return to work when recalled due to illness or injury (Workers Compensation cases excluded) will be eligible to receive Weekly Indemnity provided they have not been laid off in excess of thirty (30) calendar days and meet the disability qualifications for such benefits.

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

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

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

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

Section 6: Major Medical

Major Medical equivalent to Green Shield Medical Plan.

Employee Contributions to Health Care Benefits:

- \$30.00 per month co-pay

No Semi Private coverage

Services of a speech pathologist, podiatrist or chiropodist, naturopath, osteopath, chiropractor (chiropractor includes \$15.00 towards non-OHIP portion) increased to an annual maximum of **\$750.00** per calendar year.

Psychologist services **\$75.00** initial visit and **\$50.00**/hour for subsequent visits (includes counsellor with Master in Social Work) increased to an annual maximum of **\$900.00**.

Acupuncturist services to an annual maximum of **\$400.00**.

Massage Therapist services **\$50.00** per visit to an annual maximum of 12 visits per year.

Hearing Aid Benefit - **\$850.00** per hearing aid in any three (3) year period. Covered expenses include charges for cost installation, repair and maintenance, batteries of hearing aid or aids.

Insulin Pumps up to a maximum of **\$1000.00** once every five (5) years.

Prosthetic Appliances –benefit to include ear molds for children who have had tubes put in their ears covered every five (5) years.

Section 7: Prescription Drug Plan

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

Deductible and Dispensing Fee Cap

\$6.00 per prescription deductible.

\$7.00 dispensing fee cap.

Greater than 65 ODB to be first payer:

Company to pay \$100 annual deductible.

All prescription fees to be paid by employee.

Section 8: Dental Plan

Green Shield Dental Plan or its equivalent.

Employee Contributions to Dental Plan Benefits:

- \$30.00 per month co-pay

Greater than 65 years of age (no orthodontics).

Check up cycle 9 months

- Annual maximum is **\$2,500** per year.
- Orthodontics maximum is \$2,000 lifetime.
- Crowns and Bridges maximum \$2,000 lifetime

Section 9 Vision Care:

- Benefit coverage is **\$300** in any twenty-four month period
- Benefit coverage for dependent children \$100 in alternate years for prescription changes only
- Company will pay for Eye Exam once every two (2) years for eligible employees and their spouse, reasonable and customary charge not to exceed \$85

Section 10: Benefits Continuation

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

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

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

Section 11: Long Term Disability

Qualifier is Twenty-six (26) weeks. Company will provide for LTD plan with monthly benefit of \$1800.00.

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

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

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

Section 12: Dependent Children

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

Section 13: Defined Contribution Pension Plan (DCCP):

The Company will provide defined contribution benefits through a group registered pension plan. Plan participation is mandatory the first of the month after obtaining seniority. The chart below shows the eligible employee contributions and the Company match on member basic contributions as a percentage of earnings*:

Employee Basic Contributions	Employer Matching Contributions
2% - Upon Seniority	2% - Upon seniority
3% - 3 or more years of service	4% - 3 or more years of service
4% - 5 or more years of service	5% - 5 or more years of service

Members may elect to make additional (voluntary) contributions as follows: <ul style="list-style-type: none"> • Payroll deductions only (no separate lump sum contributions allowed) • Deductions made in 1% increments • Does not qualify for Company (match) contribution • Not "locked-in" (can be withdrawn before retirement) • Deductions are "pre-tax" (taken before tax is deducted, thereby reducing taxable income) • CRA limits the amount of contributions to 18% and maximum dollar amounts, subject to change

- Any additional contributions would affect the member's Pension Adjustment and available RRSP room in the following calendar year

*Eligible Earnings include base rate multiplied by straight-time hours during each contribution period, exclusive of shift premium, overtime or cost of living allowances.

Article 27 - General Provisions

Section 1: Invalid Provision

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

Section 2: Home Address

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

Section 3: Sole Agreement

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

Section 4: Pay Cheque Shortages

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

In the event a payroll error occurs in an amount greater than one-hundred dollars (\$100.00) such payment shall be corrected and paid by direct deposit. Deposit may require up to two (2) business days to appear in the employee's account.

Section 5: Pay Day Procedure

All employees shall be paid weekly on Thursday. All pay records shall be provided electronically.

Section 6: Emergency Telephone Calls

The parties discussed the subject of emergency telephone calls that an employee may receive while at work and both parties agree on the importance of these phone calls. Employees may receive emergency telephone calls safely, subject to and in compliance with the safety and operating policies of the Company.

Section 7: Job Security

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

Article 28 - Duration

The Agreement shall become effective on **October 21, 2025** and shall remain in full force and effect for the period beginning **October 21, 2025** and ending at 11:59 pm, **October 20, 2028** and unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.

For the National Union:

Jason Gale
National Rep – Unifor

For the Local Union:

Jeff Gray
President, Local 222

Kirk Hinchey
Oshawa Plant Chairperson

Jacqueline Baker
Committeeperson

Tom Buchmann
Skilled Trades Representative

For the Company:

Jeff Mayer
Director, Labour Relations

Dan Huddleston
Director, Labour Relations

For the Plant:

Brad How
Plant Manager – Oshawa Plant

Jeannine McIlmoyle
Human Resources Manager – Oshawa Plant

Michelle Picur
Operations Manager – Oshawa Plant

Jaclyn Breeze
Human Resources Specialist – Oshawa Plant

APPENDIX “A”
LETTERS OF UNDERSTANDING

No. 1 – Health and Safety

The parties agree to maintain the following health and safety practices and principles during the life of this Agreement.

The parties will monitor, post and apply, where applicable, any changes to the Ontario Occupational Health and Safety Act and/or any new applicable legislation related to the Health and Safety of workers passed during the term of this Agreement.

The Company agrees to provide reasonable transportation for an employee needing medical attention including transportation to scheduled treatments for work related injuries during the employee’s regular scheduled shift.

The Company agrees to pay employees for time attending medical examinations/treatments for work related injuries.

Employees will make every effort to schedule treatments outside of scheduled hours, or if not possible, in such a manner as to minimize time away from work.

No. 2 – Normal Work Schedule

It is the policy of the Company to maintain a normal work schedule and lay off employees for lack of work rather than reduce hours of work. However, the Company retains the rights to reduce hours when circumstances prevail over which the Company has no control and of short term durations. The Company retains the right to match the customer schedule but will meet with the Union to discuss staffing levels and requirements.

No. 3 – Legal Services Plan

The Company will continue funding The Unifor Legal Services Plan at the rate of nine (9) cents per hour per straight time hours worked.

No. 4 – New Hires

When there is a need to increase the full-time work force the Company will hire from Supplemental Employees, taking hire dates into consideration.

No. 5 – Self-Directed High Performance Work Team Environment

The Company and the Union agree that Self Directed High Performance Work Teams enhance the productivity and work environment and professional growth for all employees and will work to implement the team concept together to continue to mature and progress these empowered teams in the new Oshawa facility to be considered world class within the industry. Items such as team structures, roles and responsibilities, and the level of empowerment given to the teams will be reviewed and agreed upon as our structures evolve. The Company and the Union understand and agree that this provision of this agreement may be amended only by mutual agreement in accordance with our shared desire to establish and grow such teams. In addition, the parties may at time to time agree to amend or update Articles within the Collective Agreement as needed to meet the needs of a Team environment.

WHY IMPLEMENT SELF-DIRECTED WORK TEAMS?

- Ownership: Decision Making at the Right Level

- Build a critical mass: team of experts
- Improved morale: decide team destiny
- Rewards and recognition: rewards come in all shapes and sizes and are only limited by our imagination
- Incremental improvements: continuous improvements in small increments
- Team dynamics: team involvement to improve performance
- Teams working together to exceed business expectations

OWNERSHIP: DECISION MAKING AT THE RIGHT LEVEL:

- Teams track attendance and vacations
- Teams track and schedule job rotation (following ergonomic and efficiency guidelines)
- Teams generate and implement continuous improvement and problem-solving ideas
- Teams provide input with line balancing and SWI maintenance

ROTATION AND ERGONOMICS:

The Company and the Union are committed to the safety and well-being of all its employees and, to that end, will support a program whereby the employees are systematically rotated through the various job assignments avoiding anyone spending an undue amount of time on jobs.

The Company will provide support and resources to assure that ergonomic recommendations are implemented. The Joint Health and Safety Committee will be responsible for working to customize, provide training, and direct the ergonomics process.

Ergonomics will also include; job health and safety analysis to determine high risk jobs, utilization of symptom questionnaires, and application of engineering controls to eliminate or reduce risk of injury.

If an employee is diagnosed with an ergonomic injury or there is a major change in the way work is performed on a job, the Joint Health and Safety Committee, with the cooperation of the Company, will perform a job evaluation as soon as possible. Employees are responsible for utilizing ergonomic practices and controls. Employees are encouraged to report ergonomic problems and symptoms experienced as early as possible.

STRUCTURE DEFINITIONS AND RESPONSIBILITIES

- Teams
 - Plant will divide into small work groups – approx. 10 to 15
 - Team members will know all jobs in the group within their team and rotate jobs based on an ergonomic evaluation
 - Job rotation is a requirement and will happen as frequent as possible with the optimal rotation practice being every 1 hour to ensure the rotation meets ergonomic safe work guidelines.
 - Each team will have one Team Leader
 - Team members will work together with a continuous improvement mentality ensuring we are the highest quality and cost competitive supplier
 - Team members will be empowered to make decisions and take ownership of different areas besides production. In general terms each team member will perform tasks within the functions of (Quality, People, Maintenance, Safety, Production, CI). Other functions may be developed in the future in agreement with the Union.
- Team Leaders
 - Hourly Position
 - Selection Process
 - Must be able to perform all the jobs on the team

- Must meet performance, leadership, communications, and work record requirements
- Interview with plant leadership and selection committee
- Performance Coaching Process
 - To improve and support Team Leader performance the parties will meet after negotiations to discuss and develop a process to ensure Team Leader performance accountability; and if needed, a de-selection process.
- Training Process
 - Will be trained to be an effective leader prior to leading a team
 - Will be provided continuing educational training to enhance capabilities
- Hourly Rate Premium
- Additional overtime requirements

➤ Master Builders

- Hourly Position
- Selection Process
 - Must be able to perform a substantial number of jobs in the plant
 - Must have excellent communication skills and positive attitude and be able to deal with a wide range of people
 - Will meet performance, leadership, and work record requirements
 - Interview with plant leadership
- Training Process
 - Will be trained to be an effective and resourceful leader and plant resource
- The Quantity of Master Builders will be based on demand of future builds and training needs
- Hourly Rate Premium
- Additional Overtime Requirements

➤ AR Roles (Absenteeism Relief)

- **All teams are to have a designated AR that is in addition to required number of employees needed to run the line on a daily basis**
- **The position will be a posted position**
- **The intent of the AR position is to cover any absences on the team including injury, illness, vacation, LOA's, modified work, training, etc.**
- **It is the intent to have the AR cover their home team first. If their home team is fully covered, and the AR is available, the AR will be transferred to another team requiring coverage**
- **If there are no requirements for the AR on their home team or any other team, the union will be directed to canvass for an early out**

After the 2025 negotiations and the elimination of the third shift, or January 30, 2026 (whichever comes first), the implementation of the AR role will be as follows:

- 1. Canvas high seniority employees within the team first**
- 2. If no volunteers, the position will be posted**
- 3. If there are no applicants to the posted position, the lowest seniority person on the team will be placed in the role**
- 4. Company commits to training two (2) AR's per shift at a time**

After the initial implementation of AR roles, all AR roles will be posted as per Article 15.

EMPLOYEE GROWTH AND DEVELOPMENT:

Job Rotation

- Will become proficient on 10 to 15 work stations on one team

Job bids for open job vacancies

- From Home Team to 2nd Team if interested and committed to becoming a Team Leader
- To Quality and Materials from Production
- From Shift to Shift

Continuous Improvement Kaizen Projects and Teams

Participation and learning related to team/business needs (Quality, People, Maintenance, Safety, Production, CI etc.)

Employee Suggestion Program for employees to share ideas of improvement

Safe Work Environment

- Job rotation every 1 hour/Ergonomic friendly strategy

TEAM MEMBER (HOURLY) ROLES & RESPONSIBILITIES:

- Participate in team meetings, exercises, and understand performance goals and objectives.
- Help the team achieve team performance goals and objectives.
- Contribute fully to continuous improvement initiatives with suggestions and participation in kaizen
- Adhere to 5S and World Class Housekeeping standards
- Review the Team board metrics and understand data implications.
- Adhere to the standard work instructions (SWI).
- Call for help when performance standards cannot be maintained.
- Call for help when work cannot be performed to SWI.
- Achieve operator certification according to the plant certification process.
- Follow the assigned job rotation schedule.
- Follow company rules and policies/procedures.
- Assure safety standards are followed at all times.
- Assure that quality standards are followed at all times.
- Be on time for the shift start meetings
- Perform HPWT role by participating in all meetings, performing the role assignments and reporting out in pre-shift meetings

HPWT Roles

All team members are expected to participate in HPWT areas of accountability or specialization. Below are the current requirements for each function. It is expected that functions will evolve and mature over time, as the workforce becomes more autonomous and with higher levels of responsibility, so the requirements below are expected to change, and additional accountabilities may be created.

Safety Role

- Reporting recordables and near misses in pre-shift meetings
- Leading stretches in pre-shift meetings
- Conduct regular safety walks
- Drive safety concerns
- Meet with Safety Sponsor for all scheduled meetings

Quality Role

- Report top defects, customer audit results and Quality alerts

- Report on scrap, GP-12 and LPS top 3 issues
- Drive lineside problem solving of quality issues
- Meet with Quality Sponsor for all scheduled meetings
- Participate in Layered Process Audits (LPA)

Continuous Improvement Role

- Reporting employee suggestions within team
- Reporting Kaizen project activity
- Conduct weekly 5S audits
- Drive 5S concerns/findings resolutions
- Meet with CI Sponsor for all scheduled meetings

Maintenances Role

- Reporting and tracking on equipment/tool repair, replacement or changes
- Perform PM (preventive maintenance) checklist for area
- Perform minor equipment repairs
- Meet with Maintenance Sponsor for all scheduled meetings

People Role

- Manage Employee Communication, Recognition and Engagement initiatives
- Coach and Counsel other HPWT roles
- Conduct HPWT Auditing
- Conduct tours
- Meet with People Sponsor for all scheduled meetings

Production Role

- Reporting production efficiency and top reasons for over cycle or downtime
- Ensure Training Matrix is up to date
- Meet with Production Sponsor for all scheduled meetings

TEAM LEADER (HOURLY) ROLES & RESPONSIBILITIES:

- Update production report to show attendance, track JPH each hour, and track issues.
- Responsible for training new hires and job certification process.
- Facilitate daily team meetings, job rotation schedules, and help resolve team issues.
- Follow the escalation protocol when team issues cannot be resolved.
- Ensure team members clearly understand the goals and objectives.
- Meet with Team Coach as necessary.
- Responsible for answering Andon calls and resolving process and quality issues.
- Promote safe work practices.
- Responsible for tracking Key Performance Indicators (e.g., Safety, IPPM) on Team Board.
- Responsible to help collect and develop employee suggestions and participate in kaizen events.
- Assist in planning & establishing work schedule, time, attendance, assignments, and production sequences to meet plant goals.
- Ensure every HPWT role has a chance to report in pre-shift meeting
- Empower and ensure team members fully perform their HPWT roles

MASTER BUILDER (HOURLY) ROLES AND RESPONSIBILITIES:

- Assure adherence to customer quality standards and company procedures.
- Work with Launch Mgr., Lear Engineering, Program Mgt., and GM on Future Model design development.
- Work with Plant Engineering and AME Engineers on Production Tooling Development.
- Collect and perform birth certificate, effort, torque, and H-point data as required by engineering.
- Package, deliver, and pick up parts as required by the program team.
- Assist in the development of SWI's and MOST Studies.
- Train employees on upcoming design changes.
- Train new hires to the SWI's using proper build techniques.
- Kit and organize build for ETR's, PTR's, and ManVal builds.
- Contribute fully to continuous improvement initiatives with suggestions and participation in kaizen events.
- Assure safety standards are followed at all times.
- Serve as absentee pool.
- Follow company rules and policies/procedures.

No. 6 - Starting Production and Skilled Trades Wage Rates

During the course of the 2021 negotiations, the parties discussed the ability of the Company to continue to staff the Oshawa location with preferred hires. Due to current and unknown future economic conditions, the parties agreed to a process to review the Company's ability to attract qualified candidates in the Oshawa labour market.

If either party finds high turnover and an inability to attract candidates, the local parties may make a recommended solution. One solution could be to make a recommendation to improve the Production Starting Wage Rate and/or the Skilled Trades Wage rates.

Recommendation will be made to the Plant Manager, the Plant HR Manager, the Local Union Chairperson, and a Unifor Local or National Representative.

If the parties agree, a final recommendation will be made to the Operations Director and the Corporate Human Resources Director for final review and approval.

No. 7 - Supplemental Employees & Summer Students

Section 1: Supplemental Employees

The Company will make every effort to staff Teams with appropriate relief within the team to cover normal expected absences. However, circumstances may arise where the use of Temporary Part-Time (TPT) employees is needed due to excessive long or short-term absences or increased vacation allotment during certain preferred months.

As such, the parties agree the Company will have access to supplemental employees for additional coverage of any known vacancies. Supplemental employees will be in addition to the Team's regular need to run headcount and will not displace a seniority employee.

Other than their regular scheduled Saturday, no supplementary employee will be asked for overtime or given the opportunity to work a Sunday or holiday prior to asking regular seniority employees who are properly trained for the open positions.

Laid-off regular seniority employees will be given the opportunity to work as supplementary employees according to Company scheduling requirements.

Section 2: Summer Students

The Company reserves the right to utilize summer students in the summer months at a different rate structure than what is in this agreement not equal to or greater than the entry wage rate. The summer months will run from the beginning of May until Labour Day Weekend. It is understood that summer students will not be used while employees are laid off. Summer students will not be eligible for any form of benefits or credited service beyond base pay.

No. 8 – Ajax Transfers

The Intent of this letter of Understanding is to ensure a successful start-up at the Oshawa Plant, protect the Ajax business, as well as clarify the Ajax and Oshawa employee's order of seniority hired prior to April 30, 2022.

For those seniority employees (11) who sign up for and accept transfer from Ajax to Oshawa in accordance with the June 30, 2021 letter (Oshawa Transfer Opportunities), their Oshawa seniority date will be September 6, 2021, regardless of their actual date of transfer. This is due to the Ajax Plant not being able to backfill their positions when originally planned. For the period prior to transfer, these eleven (11) transfers will have the opportunity to bid on any Oshawa postings prior to transfer utilizing their September 6, 2021 seniority date. The Master Builders (9) shall maintain their date of transfer as their seniority date at Oshawa.

If additional transfer windows are implemented for additional shifts per the June 30, 2021 letter (Oshawa Transfer Opportunities), those employees will be assigned a start date prior to external hires for second shift, and have top seniority on their shift for the purposes of job bids, shift preference or layoff in the Oshawa plant. The second shift Ajax transfers will not have a higher seniority date than first shift employees.

Ajax Plant employees hired after April 30, 2022 will be assigned the date they begin employment at the Oshawa Plant as their seniority date.

The Ajax seniority date for Ajax transfers will only apply for the purposes of vacation, benefits, severance and pension.

These provisions are consistent with Article 15, of the 2021 Oshawa Labour Agreement.

No. 9 Mandatory Overtime

The Intent of this letter of Understanding is to protect our customer with continuous production.

The parties agree that the Company may at its discretion schedule eight hours of mandatory Saturday overtime to meet customer schedules or other production needs. The parties also recognize there may be other circumstances which may create a need for scheduled mandatory overtime Monday through Friday. This may be as a result of but not limited to;

- During the life of our Agreement, the customer may negotiate a flexible work schedule which may require employees to work past shift end.
- The customer broadcasts a schedule change longer than eight hours in a day(s).
- The Company experiences a mechanical failure, part shortage or other unknown circumstance beyond the control of the Company.

When these circumstances, or other similar scenarios arise the local parties will meet to discuss and mutually agree to the use of scheduled daily overtime during the work week.

Notwithstanding the above, the parties also agree that where circumstance arise which cause the inventory “float” between Lear and General Motors to drop below 75%, the Company may schedule daily overtime until the “float” has reached 75%. Not to exceed two hours past scheduled shift end.

The Company will make every effort to schedule daily overtime as fairly and evenly between shifts as possible should that be of concern to the employees.

Daily overtime shall be included as part of the eight hours mandatory per week maximum and will be reduced from the remaining available hours.

No. 10 - Workplace Surveillance

PURPOSE

Lear has determined that the use of surveillance cameras at the Oshawa facility is appropriate to ensure the safety and security of its employees, to protect company property and to comply with applicable law. The purpose of this Policy is to achieve a balance between Lear’s legitimate business interests and the privacy of employees who work at the Oshawa facility. In furtherance of this purpose, this Policy establishes clear rules governing the installation and use of surveillance cameras at the Oshawa facility.

CAMERA LOCATIONS

Surveillance cameras will be visible and will be identified by signs that are posted in each area that is the subject of surveillance. Surveillance cameras will only be placed in general public locations with an overview inside and outside the building. Cameras will not be focused on specific job stations.

Surveillance cameras will not be placed in locations where employees have an extraordinary expectation of privacy (e.g., washrooms).

USE AND RETENTION OF FOOTAGE

1. Surveillance cameras will record video only, not sound.
2. Surveillance footage may be relied upon for the purpose of investigating and imposing discipline for incidents of serious misconduct including those that raise safety and security concerns and/or concerns about Lear’s property. These incidents may include, but are not limited to, incidents of theft, sabotage, violence, criminal activity and other serious misconduct.
3. Surveillance footage may be turned over to law enforcement personnel where appropriate.
4. At no time will surveillance footage be used to monitor employee productivity or performance.

5. At no time will persons other than those designated by the Human Resources Manager or Plant Manager have access to surveillance camera footage. Surveillance camera footage will be held in a secure area and personnel with access to the footage will receive training on this agreement and the importance of respecting the privacy rights of employees.
6. Personal information contained on the surveillance camera footage shall not be relied upon or disclosed for purposes other than those set out in this Policy, except with the consent of the identified employee or as required by law.
7. Footage from the surveillance cameras will be kept for a maximum of ninety (90) days unless required for the purposes outlined in this Policy. If footage has been used to investigate an incident, that footage will be retained for greater of: two (2) years after a final decision is reached concerning the incident; and/or the completion of litigation in respect of which the surveillance footage is relevant.
8. Following the periods noted above, footage from the surveillance cameras will be overwritten and destroyed.

LIMITATIONS

Surveillance cameras may not cover the total factory and live feeds from the surveillance cameras will not be monitored by Lear with any regularity. As such, employees should not rely on the surveillance cameras for their protection and should take all usual and reasonable steps to ensure their security and protection while in and around the Oshawa facility, particularly in isolated areas and at night.

No. 11 – Temporary Transfer

During the course of the 2025 negotiations, the parties discussed the issue of documenting the temporary transfer practice established in 2023, for employees experiencing significant life events requiring some flexibility in their work schedules. When these events occur, employees upon notice to the Company, (on the approved form) may “trade” or exchange shifts with another qualified team member for a period up to three months. The requesting employee and the trade partner must complete and sign the approved form and submit it to their Coach for final approval prior to the shift change. Once the shift change has been approved the employees must complete the full duration of the shift exchange. The Company may grant an extension beyond three months at its discretion and the agreement of the partner.

No. 12 – Janitorial Services

During the 2025 negotiations the parties discussed the need to address the services of the janitorial vendor. The company commits to creating a complaint process for restroom cleanliness. In the event an employee discovers the restrooms are not properly cleaned they will identify the issue in question and the company commits to addressing the issue with the vendor. Furthermore, the company agrees to add an additional round of cleaning and stocking of toiletries during the off shift.

No. 13 – Cost Of Living Allowance (COLA)

13.1 The Cost of Living Allowance provided herein shall be paid to each employee for each hour worked.

13.2 The amount of the Cost of Living Allowance in effect at any given time shall be included in computing overtime, vacation pay, holiday pay, call in pay, bereavement pay and jury duty pay.

13.3 During the period of this agreement, the Cost of Living Allowance shall be adjusted at the following times;

13.4 (a) Effective first pay period of 2028, and until the last pay period prior to duration of the Collective Bargaining Agreement. Allowance shall be \$0.05 per hour.

Effective February 27, 2028 the Cost of Living Allowance shall be adjusted as follows:

13.4 (b) There will be a one cent (\$0.01) adjustment for each 0.038 change in the 3-month average of the Consumer Price Index, measured from the base period of November 2027, December 2027, January, 2028. Subsequent adjustments will be as follows:

May 28, 2028	Based on February, March, and April 2028
August 27, 2028	Based on May, June, July 2028

13.4 (c) The Parties will refer to the Canada-wide, All-Items Consumer Price Index (CPI) (2002=100) as published by Statistics Canada (CANSIM table 18-10-0004-01) as the source data for Cost of Living Allowance calculations.

13.4 (d) In determining the 3-month average of the Consumer Price Index for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point, using a ‘round up’ method (for example: if the digit in the preceding decimal place is 5 or greater, then the subsequent digit will be rounded up. If the preceding digit is 4 or lower, then the subsequent digit will be rounded down).

13.5 In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in 13.3, any adjustment in the Cost of Living Allowance required by this agreement shall be effective at the beginning of the first pay period after the Index has been officially published.

13.6 No adjustment, retroactive or otherwise, shall be made to the amount of the cost-of-living allowance due to any revision which later may be made in the published figures used in the calculation of the All-Items Consumer Price Index for the Province of Ontario by Statistics Canada, as applicable, for any month or months on the basis of which the annual cost-of-living allowance has been calculated.

APPENDIX B OSHAWA PLATINUM VALUES

The following Oshawa Plant Values were developed by employees and act as our guiding principles. We utilize the values by ensuring complete alignment when developing policies, procedures, hiring, promoting, managing performance or recognizing each other.

Safety

Health and Safety is everyone’s responsibility. We focus on being proactive instead of reactive. We ensure that we have the required training, follow safety guidelines and remain aware of our surroundings so we can return home safe to our families every day.

Teamwork

We actively work towards common goals, with the intent for everyone to be successful. We value diversity and an inclusive, collaborative environment where we communicate and listen to each other so that everyone feels valued and inspired to reach their full potential. We treat each other with respect, kindness and understanding.

Customer Focus

We take pride in exceeding our customer's expectations, providing the highest quality products in a timely and cost-effective manner. We continually strive to find innovative ways to improve our products, processes and work environment for the betterment of our customer, community and employees.

Integrity

Getting results the right way is important. We maintain honesty even when it is difficult.

Vision

To be the preferred employer and automotive seating supplier by consistently exceeding our customers' expectations and achieving world class operational performance that is driven by exceptional levels of engagement and empowerment of our employees, a commitment to innovation, and the relentless pursuit of continuous improvement in all parts of our business.

The vision and values may be amended as needed between the parties.

**APPENDIX C
VIOLATION OF PLANT VALUES
CORRECTIVE COACHING PROCESS**

Every Team Member is expected to work in alignment with our Plant Values and company policies. Team Members demonstrating behavior or performance that is not in alignment with these will be addressed within the team. Issues resolved at the team level are not binding on other teams and are not precedent setting.

If unsatisfactory behavior or performance continues to occur, Corrective Coaching will be needed to ensure the Team Member understands the impact of his/her behavior on the team and the plant and an action plan will be developed. When it is determined that Corrective Coaching is appropriate, the following steps to improve behavior may be:

- Verbal Coaching
- Written Coaching
- Final Written Coaching
- Suspension – Balance of shift and 1 day
- Suspension – Balance of shift and 5 days
- Suspension – Balance of shift and 10 days
- Termination

Each situation will be dealt with on an individual basis and any of the above steps may be skipped or repeated depending on the severity of the offense. Based upon the severity of the situation, violations of Lear policies, such as safety, quality, ethics, harassment, gross insubordination, workplace violence,

production standards, theft and/or falsification of Company documents may be grounds for immediate suspension or termination.