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## Article 1—Purpose & Intent

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labour relations for the mutual interest of the company, the employees and the union.

To these ends, the union and the company encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

When Unifor has succeeded to the rights of the current Union, the word “Union” as used in the agreement shall mean Unifor.

## Article 2—Recognition

1. **Employees Covered**
   The company recognizes the union as the sole collective bargaining agent with respect to all its employees in the bargaining unit at the Chrysler Brampton Assembly Plant, 2000 William Parkway East, Brampton, Ontario.

2. **Gender Neutral**
   The feminine pronoun shall include the masculine & vice versa when context so requires.

3. **Management Rights**
   The company has the exclusive right to:
   
   1. operate and manage its business in all respects in accordance with its obligations.
   
   2. direct the working forces of the company, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by employees. This includes but is not limited to the right to hire, promote, demote, transfer and lay-off employees and to suspend, discipline and discharge employees for just cause.

   The company in exercising its rights in the administration of this collective agreement shall do so in a fair and reasonable manner.

4. **No Discrimination**
   The company and the union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with the respect to any
employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation nor by reason of union membership or activity.

5. Harassment Defined
The Company and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. Harassment also means any demeaning and abusive behavior of which an employee feels is offensive. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility, vehicles, and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots. Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

Harassment is not:
- Harassment is in no way to be construed a properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.
- Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a complaint
If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:
1. Request a stop of the unwanted behavior;
2. Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
3. Document the events, complete with times, dates, location, witnesses and details;
4. Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

The Joint Human Rights Committee shall be comprised of one (1) person selected by the Company and one (1) person selected by the Union. Each side shall select one female. The Committee shall meet at least quarterly or more frequently as required.

Investigation
Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Management and the Union.

A formal investigation of the complaint will then begin by the Management and the Union or their designates, interviewing the alleged harasser, witnesses and other person's names in the complaint. Any related documents may also be reviewed.

Resolution
The Management and the Union or their designates will then complete a report on the findings of the investigation. The Management and the Union or their designates will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be
appealed to arbitration in accordance with the provisions of the collective agreement. The parties complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

Training
In consultation with the National Union, three-day anti-harassment training will be developed for all union representatives and members of management who have not yet been trained. In addition, the Unifor four-hour anti-harassment training program will be delivered to all employees during the course of the collective agreement as quickly as it can reasonably be scheduled. The time spent in training shall be considered as time worked for all the purposes of the collective agreement. The Company will provide harassment training to all employees.

Article 3—Union Security
The company will deduct from each pay of each employee the regularly established dues of the union and remit such amounts to the union by the fifteenth (15th) day of the month following the month in which the monies were deducted, together with a list of employees from whom such deductions were made.

The company shall include the amount of union dues paid on the employees T-4 Income Tax slip.

Deductions will be made from the annual vacation pay on the basis of one (1) weeks dues for each week of paid vacation.

It is understood and agreed that the union will indemnify and save the company harmless from any and all claims which may be made against it by an employee or employees for union dues deducted from wages as herein provided.

The company will supply the union with the following upon request:

1. A list of all members in the bargaining unit regardless of whether or not they paid dues in the month.
2. Each member's mailing address.
3. The employee number.
4. Each member's hourly rate or equivalent.
5. Each member's status, i.e. at work, on vacation, weekly sick benefits, L.T.D., W.S.I.B., in the month and any other leaves of absence.
6. Number of hours worked.
7. The company will post a tentative schedule during the weekend shift for the following week. All schedule revisions will be communicated by management. It is the employee's responsibility to check the posted schedule.

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

The company agrees to send to the union, within one (1) month of their hiring, the names and classifications of all new employees.

Article 4—Sexual Harassment
The parties recognize the problem of sexual harassment in the workplace and are committed to ending it. Sexual harassment shall be defined as unwanted attention of a sexual nature, such as remarks about appearance or personal life, offensive written or visual actions, such as graffiti or degrading pictures, personal contact, or sexual invitations or demands.

Grievances under this clause will be handled with all possible confidentiality. In settling the grievance, every effort will be made to discipline and/or relocate the harasser, not the victim.

Article 5—Relationship
1. The union and employees will not engage in union activities or hold meetings in or on the property on the company and/or Chrysler Canada Ltd., during working hours without the permission of the site manager/designate.
2. The union representative/designate will have reasonable access to the work site to allow conduct union business. The union representative agrees to pre-arrange visits where practicable but, in any event, will notify the site manager/designate of his visit and any requirements re: access to bargaining unit personnel.

3. Data to be supplied to union:

The company will supply the union committee with the following information at as required or upon request.

a) Employees who acquire seniority
b) Employees by rate and classification
c) Employees transferred into and out of the bargaining unit
d) Employees on leave of absence
e) Employees on sickness and accident or compensation and the date of occurrence
f) Lay-offs and recalls
g) Employees who have lost seniority
h) Employees who are discharged
i) Names, addresses, and postal codes of all active employees
j) A copy of the lists used to canvas overtime

Article 6—Seniority

1. The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the company.

2. Employees will be considered as probationary employees for their first ninety (90) of their employment. After they have completed the probationary period, they shall be entered on the seniority list showing their seniority date as their hire date. Part time employees will be considered as probationary employees for their first 90 days worked.

3. In the event more than one employee acquires seniority on the same date, the company will randomly assign each employee with a seniority code number by picking numbers from a hat.

Article 7—Loss of Seniority

1. Seniority rights will be lost and the employee shall cease to be employed with the company for any of the following reasons:

a) Quits
b) discharged and not reinstated through the grievance or arbitration procedures
c) absent for five (5) consecutive working days without a reasonable excuse and/or fails to notify the company during the five (5) day period of the reason for the absence (Note: notification means contact using the established practice in existence, as defined in the company policy manual.)
d) fails to report for work within three (3) days when notified by the company by registered mail at the last known address
e) is laid off for eighteen (18) months or time equal to seniority, whichever is greater
f) fails to report for work following an authorized leave of absence without obtaining an extension or is unable to give a reason satisfactory to the company.

2. It is the responsibility of each employee to promptly notify the company of any change of address. If an employee fails to do this, the company will not be responsible for failure of a notice to reach an employee.

Article 8—Layoffs and Recalls

1. In the event of a lay-off, employees having the least seniority in the classification to be reduced will be laid off first and will be recalled based on the most senior employee by classification back to work first.

2. The union plant committee will be retained in the employee of the company during their respective terms of office, notwithstanding their position on the seniority list, so long as the company has work available which they are qualified for and willing to perform.

3. The company will provide the chairperson of the union plant committee with a list of employees to be laid off or recalled, also any cancellation of such notices.
4. In the event of an indefinite lay-off, employees will be retained based on inverse seniority and training (to a maximum of one (1) week will be provided) to perform the work required. Where the employee will not be able to perform the work with training. Then the next senior employee who can perform the work with training will be retained.

An indefinite lay-off is defined as a period exceeding two (2) weeks.

Article 9—Grievance and Arbitration Procedure

1. The purpose of this article is to establish a procedure for the expeditious settlement of all grievances.

2. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance, or the time when they may reasonably be deemed to have come to the attention of such employee.

3. The parties agree that the grieving party has a responsibility to discuss any concerns or complaints with appropriate members of the party/parties prior to a written grievance being filed.

4. Step 1
The aggrieved employee and the committee person shall meet with the supervisor within five (5) working days of the receipt of written grievance. A written decision shall be rendered within five (5) working days thereafter.

Step 2
Failing settlement, the written grievance should be submitted, within five (5) working days to the company's general manager or his/her designate, who will meet with the grievor, committee person and union staff representative to discuss the grievance.

Step 3
Failing settlement, the grievance may be referred to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within ten (10) days after the Step 2 decision. Within five (5) days of the giving of written notice, both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within ten (10) days after the lists have been exchanged request the Canadian Industrial Relations Board to appoint an arbitrator and shall provide the other party with a copy of such request.

Names: W. Rayner, R. Kennedy, J. Roberts, T. Christ, and J. Hyde

5. A grievance alleging improper discharge or suspension of an employee will commence at Step 2 to expedite the process.

6. The time limits in this Article may be extended by mutual consent, in writing, of the union and the company. Grievances which are not processed in accordance with the time limits outlined will be:
   a) settled in accordance with the company's last answer
   b) if not responded by the company, the grievor will be awarded compensation as requested.

7. The term working days will exclude Saturdays, Sundays and holidays.

8. The grievance procedure outlined in this agreement shall apply equally to a grievance lodged by a group of employees, a union policy grievance or to a company grievance.

9. The decision of the arbitrator shall be binding upon the parties.

10. The arbitrator shall not have the jurisdiction to alter, or change, in any manner, the provisions of this agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to terms and conditions of this agreement, or in any way modify, add to or detract from, any provisions of this agreement.

11. Each of the parties hereto shall jointly bear the expense of the arbitrator.

Article 10—Leave of Absence

1. Any employee's request for leave of absence must be in writing, with one (1) month's notice, to the supervisor for the referral to the account manager, where such application will be given full consideration. Leaves will not be unreasonably withheld and a copy of such notice will be given to the shop committee.

2. All leaves of absence will be without pay unless otherwise specified. The employee may prepay benefit coverage for the duration of such leave if the coverage would normally cease during any leave period in excess of one (1) month's duration.

3. Union leaves of absence to attend to union business outside the plant will be granted. The company will pay the employee's wages and will bill the union monthly for reimbursement.
4. Omit the one month notice for emergency leaves and requests shall not unreasonably be denied.

**Article 11—Pregnancy & Parental Leave**

The company agrees to grant leaves for pregnancy and parental leave (including adoption) under the same terms and conditions provided for in the Employment Standards Act of Ontario. Employees will not lose any seniority during their absence.

Employees on the above leave shall be entitled to all benefits and privileges of active employees.

**Article 12—Public Office Leave of Absence**

An employee with seniority, elected or appointed to an essentially full-time Federal, Provincial, or Local public office, may make written application for a leave of absence for the period of his/her first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of management upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as he/she may be entitled on the basis of the seniority provisions of this agreement. Seniority rights will continue to accumulate during the period of such leave of absence.

**Article 13—Paid Education Leave**

Effective upon ratification, the company agrees to pay into a special fund two (2) cents upon ratification per hour per employee for all hours worked for the purpose of providing paid education leave. Such leave will be for upgrading employee skills. Such monies will be paid on a quarterly basis into the:

- P.E.L. Trust Fund
- Unifor
- 205 Placer Court
- Toronto ON M2H 3H9

Members of the bargaining unit, selected by the union to attend such courses, will be granted leaves of absence without pay for up to twenty (20) days of class time, plus travel where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave.

Employees on said leaves will continue to accrue seniority and benefits during such leaves.

The company agrees to accompany each quarterly payment with the following information:
- Local union number
- Bargaining unit covered
- Number of employees
- Number of hours used
- Time period covered

**Article 14—Shift Premium**

An employee shall receive a shift premium payment of 5% (2nd shift) and 10% (3rd shift) for each full or partial shift worked which commences on other than a day shift.

1st shift hours start at 6:00AM to 3:00PM
2nd shift hours start at 3:00PM to 12:00AM
3rd shift hours start at 12:00AM to 6:00AM

Applicable shift premium payments will be made on the basis of base rate, COLA and overtime premium, per the current practice.

**Article 15—Reporting in Pay**

An employee reporting for work on his/her regularly scheduled shift who has not been properly notified not to report will receive a minimum of four (4) hours pay in lieu at the applicable rate or at least four (4) hours employment at his/her regular rate.

**Article 16—Emergency Call-Back Pay**

An employee called back to work after leaving the premises following the completion of his/her regular shift shall receive a minimum of four (4) hours pay based on their regular hourly rate.
Article 18—Bereavement Leave

1. The purpose of bereavement leave is to reimburse full time active employees for wage loss in the event of a death in the immediate family, or in the spouse’s immediate family.

2. An employee will be reimbursed for a period of 4 days of which the employee would otherwise have worked, for a death in the employee’s immediate family.

3. Such reimbursement will be paid at the employee’s regular wage including shift premium and COLA and is limited to absences occurring when he otherwise would have worked. An employee will not receive bereavement leave pay when it duplicates pay received for time not worked for any other reason.

4. An employee’s immediate family is herein defined as the employee’s current spouse, child, stepchild, parent, stepparent, sister, brother, step-sister, step-brother, Grandparents, Grandchildren, brother-in-law, sister-in-law, current spouse’s parent/stepparent and Grandparents.

5. Bereavement leave falling during a scheduled vacation period will result in the vacation being canceled and rescheduled at a later date.

6. The days set out above are to be taken during the fourteen (14) day period following the death. In the event an employee is granted a leave of absence because of the illness of a member of the employees immediate family and such family member dies within the first fourteen (14) days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

7. All part-time employees will be eligible for twenty hours (20) of bereavement following the death of someone in their immediate family, or in their spouse’s immediate family.

8. The employee must provide documentation to support the request for bereavement pay.
Article 22—Classifications and Wages

1. The company will pay employees according to the wage and classification structure which shall be written into the collective agreement and form a part of the collective agreement.

2. The foregoing statement does not preclude the payment of individual employees for outstanding achievements/suggestions and the like.

3. New wages will be calculated as follows:
   - Year 1, November 16, 2013 $17.00 + $0.25 + COLA $1.49
     Lump Sum Payment $500
   - Year 2, November 16, 2014 $17.25 + $0.25 + COLA $1.49
     Lump Sum Payment $500
   - Year 3, November 16, 2015 $17.50 + $0.25 + COLA $1.49
     Lump Sum Payment $500

The lump sum payment for November 2013, 2014, 2015 will be paid at the same time as the $0.25 wage increases.

COLA as per Chrysler agreement frozen until September 2016 and will be activated in the fourth quarter (September). COLA will be based on the three (3) month average of the consumer price index for May, June, and July 2016.

4. Productivity Bonus—Productivity bonus is $500.00 hundred dollars ($500.00) per full time employee. Annual productivity bonus to be paid in December of each year of the agreement (2013, 2014, 2015)

5. New Hire Wage Progression effective November 15, 2013
   - Year 1-$16.50+COLA
   - Year 2-$17.50+COLA
   - Year 3-Full Rate+COLA

Article 23—Hours of Work and Overtime

The regular work schedule will continue as currently practiced:

Full Time: the full time employees will continue to get their regular scheduled shifts as well as their options.

Part Time: LINC reserves the right to supplement the scheduled work with part time workers to support the overall delivery of services to the customer.

1. 30 minute unpaid lunches per day worked.

2. The work schedules are subject to change based on Chrysler's production and maintenance schedules. This includes, but is not limited to, summer and Christmas shutdown periods.

3. Overtime Premiums
   - Time and one-half (1 1/2) will be paid as follows:
     a) for time worked in excess of eight (8) hours per day.
     b) for time worked on Saturday
   - Double Time will be paid as follows:
     a) for time worked on Sundays
     b) for time worked on all designated holidays

4. Overtime Procedure
   - Employees will be offered overtime opportunities on a rotational/seniority basis. In order of classification/seniority provided he/she is present in the plant at the time overtime is offered. However, the company will make an attempt to contact an otherwise eligible employee by telephone. All attempts will be made to equalize the over-time.

5. Emergencies
   - The company must be able to promptly respond to the needs of Chrysler. Therefore, the following terms are necessary to ensure that required overtime is adequately staffed:
     a) overtime will be voluntary, except in the following cases:
        - emergency spill response
        - other emergency situations as directed by Chrysler
     b) In the event of insufficient numbers of volunteers, the junior employee(s) by classification will be assigned.
6. **Rest Periods**
   a) Two rest periods of fifteen (15) minutes each will be scheduled, one in the first half of the shift and the second in the latter half of the shift.
   b) In the event there is a need to revise the lunch and rest period times, the company agrees to retain the union representatives at work during any layoffs or cutbacks in employment provided they are willing and able to perform during their respective terms of office.

**Article 24—Union Representation**

1. The company shall recognize two (2) union representatives from the membership. A chairperson from the day shift and a committee person from the afternoon shift.
2. The company agrees to retain the union representatives at work during any layoffs or cutbacks in employment provided they are willing and able to perform during their respective terms of office.
3. The Union shall furnish the company from time to time an update on the current Union representatives.
4. A Committee person may request relief from assigned regular duties to investigate grievance arising from this Agreement without deduction of regular wages. Such permission shall not be unreasonable withheld. This right is granted on the following conditions:
   a) The time shall be devoted to the prompt handling of the grievance.
   b) The time away shall be reported in accordance with normal timekeeping methods.
5. The company agrees to pay the negotiating committee for time spent in negotiating meeting with the company.

**Article 25—Crew and Job Postings**

Part-time employees can post to fulltime positions based on seniority.

**Article 26—Work by Supervisors**

Supervisors and all other excluded employees will not work on any job for which rates are established by this agreement, except for the purpose of instruction, experimenting, safety or environmental reasons or when regular employees are not available.

**Article 27—Equipment and Tools**

The company agrees to supply necessary tools, equipment, and clothing to ensure that a proper job is performed (rain gear, gloves, winter parkas). The company will supply and maintain all tools, equipment and clothing.

**Article 28—New Employee Orientation**

Union Information for New Employees

The Employer agrees to acquaint new employees with the fact that Collective Agreement is in effect and with conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employees' responsibilities and obligations to the Employer and the Union.

**Article 29—Administration of Discipline**

1. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised of entitlement to Union Representation before the interview. The interview will not proceed without a Committee person present, should the employee elect representation.
2. No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.
3. Discipline is confined as a written warning to an employee, a copy must be given to the Committee person.

4. Notice will be given to the employee before leaving or ASAP afterwards. Write up to occur within 5 days or next scheduled shift. A copy of discipline must be given to the union rep within five (5) business days after the interview.

Article 30—Health & Safety

1. The parties are committed to workplace health & safety and will make adequate provision for the safety and health of all employees during hours of employment.

2. The company will pay up to one hundred twenty dollars ($120.00) per calendar year towards the purchase of CSA approved safety footwear which must be worn as a condition of employment. Where rubber boots (CSA approved) are required, these will be provided by the Company at no cost to the employee. The foregoing will be provided to employees who have completed their probationary periods. It is further understood and agreed that the use of such footwear is a job requirement. Employees who fail to have this P.P.E. available when required will be sent home without pay to retrieve such or will be subject to discipline. The company will provide an additional pair of boots if required.

3. In the event of legislative changes to the Ontario Health and Safety Act, the parties agree that the minimum standard shall be the language in the legislation in effect as at November 1, 1996 in regards to an employee’s right to refuse unsafe work.

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

Article 32—Vacations

1. Annual vacation with pay shall be taken in accordance with the length of service as at June 30 of the calendar year.

2. An employee with less than one year’s service will receive vacation allowance totaling 4% of gross earnings. Part-time vacation pay paid out June and December.

3. A full-time employee with one or more years’ service will receive vacation and pay of 4% of Annual Gross Wages.

4. A full-time employee with one or more years’ service will receive vacation and pay as per the following table:

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<thead>
<tr>
<th>Service</th>
<th>Entitlement</th>
<th>Payment</th>
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<tr>
<td>1 year but less than 5 years</td>
<td>2 weeks</td>
<td>80 hours</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>3 weeks</td>
<td>120 hours</td>
</tr>
<tr>
<td>10 years or more</td>
<td>4 weeks</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

Employees will have the option to break up one week of vacation entitlement into increments of eight (8) hours, for the purpose of time off.

Vacation pay to be paid continuous or separate cheques.

5. Vacation from January 1st to February 28th will be allowed on a first request basis. Vacation from March 1st will be based on sign up by seniority by crew. These are subject to the maximum allowable weeks per crew.

Effective September 1, employees who have failed to sign up for vacation will be assigned at the company’s discretion.

6. An employee who has worked less than:
   - 750 hours due to S/A
   - 400 hours due to WSIB
   - 840 hours due to other conditions

Within the preceding calendar year will have the appropriate payment reduced by 5% for each (50) hours or fraction thereof by which he/she has failed to work the minimum hours for that year.

Article 33—Holiday Pay Plan

1. The following holidays shall be paid holidays under this Agreement:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Family Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td></td>
</tr>
</tbody>
</table>
These designated days will correspond to the Brampton Chrysler scheduled days.

2. An employee who has completed ninety (90) days of employment, on or before the date of a paid Holiday, shall receive eight (8) hours holiday allowance at the employee's regular rate of pay for such holiday providing the employee works the regularly scheduled work days immediately preceding and following the holiday.

3. An employee absent with a reasonable excuse on the qualifying day(s) will receive the Holiday allowance. Reasonable excuse will include bereavement leave, jury duty, court subpoena, scheduled vacation and Union business leave and substantiated medical absences.

4. An employee whose regularly scheduled shift falls on a paid holiday will receive the Holiday Allowance plus time and a half pay at a regular rate for all hours worked on the holiday.

**Article 34—Group Insurance Benefits**

1. The company will pay 100% of the premium costs of the following benefits. Eligibility for coverage commences. The first of the month following 90 days of employment.

2. The following benefits are as follows:

   | BENEFIT | Coverage
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance</td>
<td>$50,000</td>
</tr>
<tr>
<td>AD&amp;D</td>
<td>$50,000</td>
</tr>
<tr>
<td>Short Term Disability</td>
<td>5 day waiting period (66 2/3% of salary)</td>
</tr>
<tr>
<td>Long Term Disability</td>
<td>50% of salary</td>
</tr>
<tr>
<td>Major Medical</td>
<td>commencing in year 2 for new hires only</td>
</tr>
</tbody>
</table>

   | Same caps on services as DCCI (ex. Same caps on internal services as |
   | Semi-private cap of $200 / night Chrysler division (i.e. orthotics, private |
   | No Paramedical Services (massage therapy podiatrist, chiropodist etc.) duty nursing etc.) |
   | No Paramedical Services included |
   | 100% coinsurance / nil deductible |

3. One pair of prescription safety glasses per 24 month period will be covered by the company. A receipt for the glasses must be supplied.

The company shall supply a brochure / booklet which will outline the benefits in more detail. In addition, a copy of the policy will be given to the Union.

All benefits covers employees and their dependents.

**Article 35—Weekly Indemnity Plan**

1. Employees absent because of sickness and accident shall be paid a weekly indemnity benefit totaling 66 2/3% of their salary.

   | Duration of Benefits - 35 weeks maximum |
   |---------|---------|
   | Pres. Drugs | 10% co-pay |
   | Vision Plan | $9 dispensing fee cap |
   | Dental | $200 every 2 years |

   | Full generic drug interchangeable |
   | Full generic drug interchangeable |
   | Assumed Basic coverage only but |

   | Estimated cost would probably cover |

   | Estimated cost would probably cover |

   | Combined maximum of $2,500 was in place. |

Collective Agreement between LINC Ontario Ltd. and Unifor and its Local 1285
November 16, 2013 to November 15, 2016
Benefits commence on 6th day due to illness, accident and hospitalization will be day one.

2. Eligibility for coverage commences the first of the month following the successful completion of the probationary period.

Article 36—Substance Abuse

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

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

The company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

A committee will be set up comprising representation of the Company and the Union to administer the program. Union Substance Abuse Representatives will be provided such time as is necessary for the administration of the program.

Article 37—Cost of Living Allowance

The following formula will be used for the purpose of calculating the quarterly adjustments

1. Adjust COLA formula to $0.01 for each 0.131 increase in the 1986=100 CPI, all Canadian equivalent replacement rates to October.

New Float – $1.49 all new formula changes will be followed as implemented.

Article 38—Pension

The parties agree to initiate a basic pension plan under Canada Wide Industrial Pension Plan (CWIPP). The company will contribute one dollar and twenty-five cents ($1.25) per hour to the plan the first year of the agreement, one dollar and twenty-five cents ($1.25) per hour in the second year and one dollar and twenty-five cents ($1.25) per hour in the third year of the agreement.

Collective Agreement between LINC Ontario Ltd. and Unifor and its Local 1285
November 16, 2013 to November 15, 2016
LETTERS OF UNDERSTANDING

LOU #1
LINC commits to petition Chrysler for LINC employees’ eligibility for Chrysler purchase plan.

LOU #2
The parties agree that, when an employee requests union representation, the company will provide time and grant the meeting within one hour of the request.

LOU #3
The current Employment Standards Act provisions in effect on November 1, 1996 will continue to apply to all employees, unless change to the Act provides a greater benefit.

LOU #4
In applying progressive discipline for repeated infractions of the rules, the company does not consider infractions which occurred more than 12 months prior to the infraction being considered, and the same applies when an employee is being discharged as an unsatisfactory employee.

The Company also advise the Local Union that procedures shall be instituted by the company to ensure prior infractions which occurred more than one year previously and effaced from the employee’s active disciplinary record in use for the purpose of determining current disciplinary measures.

LOU #5
The Company will provide two-way radios for all vehicles.

LOU #6
The Company will pay for all lost time and renewal of licences and M.T.O. medicals.

UNPUBLISHED LETTER
Employees will receive a $500 ratification bonus within 30 days upon ratification