IN THE MATTER OF AN ARBITRATION

BETWEEN:

UNIFOR, LOCAL 1524
(hereinafter called the Union)

\- and -

LEAR CORPORATION
(hereinafter called the Company)

\- and -

FIVE (5) GRIEVANCES

SOLE ARBITRATOR
PROFESSOR IAN A. HUNTER

APPEARANCES:

FOR THE UNION: Mr. Jim Woods, National Representative

FOR THE COMPANY: Mr. Lorenzo Lisi, Counsel

AN ARBITRATION HEARING WAS HELD IN KITCHENER, ONTARIO
ON MARCH 2, 2016

AWARD

Lear Corporation closed its Kitchener, Ontario operations on December 31, 2015. On April 24, 2015 the parties concluded, and signed off, a comprehensive "Plant Wind-Down and Closing Settlement Agreement" which I have marked as Exhibit 1.

Before me today are three (3) grievances:

#8330, Grievor Bory, dated July 10, 2013;

#8021, Grievor Goudreau, dated June 21, 20112; and

#8318, Grievor Miller dated June 21, 2012.

These three grievances all raise issues concerning entitlement to STD benefits.

The fourth grievance before me (#8321) is a policy grievance dated August 23, 2012 and deals with drug substitution within the benefit plan.

The fifth grievance (#7712) is dated February 8, 2010 and deals with the buy-out package for Grievor Paul Langer.

To each of these grievances, Mr. Lisi raises a preliminary objection: namely, that the grievances are inarbitrable because of clause 7 of the comprehensive Plant Closure Agreement (Exhibit 1). That clause states:

> "(a) Settlement
>
> Lear will settle all open disputes, job grievances and anything arising out of this Agreement with the exception of (7 d. below) [which it is agreed between the parties has no application to these issues] for $5.9M. The grievance settlement money will be divided between the employees in # 5 above."

Mr. Lisi submits that each of the grievances before me (a) has been settled by clause (d) of the Plant Closure Agreement (Exhibit 1); and (b) that the Company has paid the monies and complied with the provisions of that Agreement. Consequently, the Union is seeking today to re-open grievances that have been previously settled.

I agree with, and uphold, the Company's objection. The Plant Closure Agreement (Exhibit 1) was negotiated between the parties. In clause 7 the parties clearly turned their minds to what would happen to outstanding grievances, and the parties agreed that all would be settled by a comprehensive payment of 5.9 million dollars to be divided among employees. The Union signed the Plant Closure Agreement. The Union cannot now resile from that Agreement, and, in effect, reactivate grievances that were settled on April 24, 2015.

Arbitrators routinely require parties, both Union and Company, to comply with negotiated agreements. This is no exception. There is no ambiguity, latent or patent, in clause 7 (a) of the Plant Closure Agreement. The Company settled outstanding grievances by the payment of $5.9M. To allow the Union to revive previously settled grievances would undermine good labour relations.

I conclude that grievances # 8330, #8021, #8318, #8321 and #7712 were all settled on April 24, 2015. My jurisdiction today is limited to two (2) questions: (1) Was there a settlement between the parties? and (2) Did the Company comply with that settlement? I hold that the Plant Closure Agreement (Exhibit 1) was a comprehensive settlement of outstanding grievances, and that the Company, Lear Corporation, complied it. Therefore, all of the above-named grievances have been settled as of April 24, 2015 and cannot be considered at arbitration.

Dated at the City of St. Thomas this 4th day of MARCH, 2016.

Professor Ian A. Hunter
Sole Arbitrator