

# Agreement

Between

**FCA CANADA INC.**

and



**October 19, 2020**

**PRODUCTION AND MAINTENANCE**

**SPECIAL PROVISIONS**

**BRAMPTON / ETOBICOKE / WINDSOR**

01935-13

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### **PURPOSE AND 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.

The parties recognize that the success of the Company and the job security of the employees depend upon the Company's success in building a quality product and its ability to sell such product.

To these ends the Company and the Union encourage to the fullest degree friendly and co-operative relations between their respective representatives at all levels and among all employees.

**Agreement Entered Into on This**

**Nineteenth day of  
October, 2020**

**Between FCA Canada Inc.**

(Hereinafter referred to as the "Company" or "FCA  
Canada")

and the following Local Unions

**Unifor**

**444 1285 1459**

**and Unifor**

(The said Local Unions and the National  
Union being hereinafter referred to  
collectively as the "Union.")

(Note: The headings used in this Agreement and  
exhibits neither add to nor subtract from  
the meaning but are for reference only.)

**RECOGNITION**

**(1.1) Employees Covered**

- (a) Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, as amended, FCA Canada Inc., herein called FCA Canada or the Company does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Company included in the bargaining units described in Schedule "A".
- (b) This Agreement shall extend automatically to production and maintenance employees at any new plant the Company builds that the parties shall agree, or, in the absence of agreement, that the Ontario Labour Relations Board shall determine, constitutes an accretion to the multiple plant bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decides should be excluded.
- (c) If the Union becomes the representative of employees at a plant that is not a part of such unit, the parties shall determine by negotiation whether this Agreement shall apply, in whole or in part, to such employees.

**SCHEDULE "A"**

**BARGAINING UNIT DESCRIPTIONS**

**referred to in Section (1.1)  
of the following Agreement:**

**Production and Maintenance**

**between  
FCA Canada Inc.  
and**

**Unifor**

**2020**

**APPENDIX  
SCHEDULE "A"**

Bargaining Units referred to in Section (1.1) of the Production and Maintenance Agreement between FCA Canada Inc., and Unifor and certain of its Local Unions dated October 19, 2020.

1. All hourly-rated employees of FCA Canada Inc. in its Windsor Assembly Plant, except timekeepers, time study employees, employees in a supervisory capacity, draftspersons, technical employees, office and salaried employees, security and fire officers and all employees covered by any other collective agreement with the Company.

2. All hourly-rated employees of FCA Canada Inc. in its Automotive Research and Development Centre, except employees in timekeeping, time study employees, employees in a supervisory capacity, and draftspersons.

3. All hourly-rated employees of FCA Canada Inc. in its Etobicoke Casting Plant except supervisors, employees in a supervisory capacity, office and salaried employees and all other employees covered by any other collective agreement with the Company.

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4. All hourly-rated employees in its Brampton Assembly Plant, excluding supervisors, persons above the rank of assistant supervisors security and fire officers, medical staff, timekeepers, general office employees, human resource department employees, clerical employees, plant engineers, designers and draftspersons, Industrial Engineers, technical and professional employees and their assistants, and all employees covered by any other collective agreement with the Company.

If it is considered that the above descriptions differ from the original Ontario Labour Relations Board certification or the initial agreement between the parties describing the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification, by the Ontario Labour Relations Board. (c05, c16).

### **(1.2) Management Rights**

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement.

### **(1.3) Excluded Personnel**

The Union will not represent anyone in a supervisory capacity or other representatives of management.

### **(1.4) Equal Application of Agreement**

The Company and the Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, national or ethnic origin, colour, religion, age, sex, gender identity, gender expression, marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. The terms and conditions of agreements between the Company and the Union always have applied equally to all employees, regardless of such considerations.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, said employee has been denied rights guaranteed by this Agreement or the Ontario Human Rights Code, may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to Step 1(d) of the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes the employee has been discriminated against.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims. The Union agrees that it will encourage members to use the grievance and arbitration procedure with respect to any claim or complaint against the Company which may be made the subject of a grievance under the contract. (c02, c08, c12,c16)

### **(1.5) Workplace Harassment**

#### **(A) Policy and Procedure**

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This policy and procedure outlines the commitment of FCA Canada Inc. to ensure a harassment-free workplace as required under the Ontario Human Rights Code and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at FCA Canada Inc. Employees who feel that

## RECOGNITION

they are being harassed are encouraged to seek protection under this policy. Harassment, discrimination or solicitation, whether verbal, physical or environmental is not acceptable and will not be tolerated.

### **(B) Workplace Harassment Defined**

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: race, national or ethnic origin, colour, religion, age, sex, gender identity, gender expression, marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. At FCA Canada Inc. all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, parking lots, and company related functions. Included is the use of social media in a context which may be related to the workplace.

- Workplace harassment includes, but is not limited to the following examples:  
Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, sex, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, graffiti, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Sexual solicitation or advance made with implied reprisals if rejected.
- Refusing to work or share facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious, ethnic

## RECOGNITION

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background or other prohibited grounds. Backlash or retaliation for the lodging of a complaint or participation in an investigation.

- Mocking prayers, defacing religious articles or icons, insulting comments about religious wear.
- Misuse of Social media which may be related to the workplace. (c16)

### **(C) What Harassment Is Not**

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of FCA Canada Inc. employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in this organization.

There are occasions when unwanted, offensive behaviour occurs in the workplace that is not covered by any of the prohibitive grounds for harassment or discrimination as defined by the appropriate provincial legislation. Although this behaviour may be unwelcome, it is not prohibited in the workplace by Human Rights case law. Behaviour of this nature is not a human rights or discrimination issue.

Complaints concerning behaviour that may be inconsiderate, unwanted and may have a negative effect on the workplace, but exclude elements defined as prohibitive grounds for harassment or discrimination ought to be raised with your immediate supervisor. Where this is inappropriate a complaint may be made to the plant Labour Relations office. It is reasonable to expect these complaints will be handled similarly to other Labour Relations related issues.

### **(D) Filing A Complaint**

If an employee believes that the employee has been harassed, that employee should:

## **RECOGNITION**

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- Tell the alleged harasser(s) to stop;
- Document the event(s), complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should:

- Immediately report the harassment to the employee's Union Representative and/or Supervisor, or if this is not appropriate, to the local Equity Representative and/or Women's Advocate, Human Resources Manager, or designate of the Director of Labour Relations and Labour Economics.

### **(E) The Investigation**

In minor cases, the Union may try to resolve a harassment complaint informally without a full investigation when so requested by the complainant. However, the following procedure will apply to all complaints requiring investigation:

The person receiving the complaint will advise the local Human Resources Manager, or such higher authority as may be appropriate, who will arrange an interview with the complainant as soon as possible. This interview and the subsequent investigation will be carried out jointly by the Union and the Company. The investigation team should be comprised of at least one woman, whenever the complaint is sexual in nature.

The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. The Chairperson of the employee being interviewed may be present with Union members during the interview. Interview timing and location will recognize the need to maintain confidentiality.

The investigation team will inform the complainant promptly as to the results of the investigation and the appropriate

## **RECOGNITION**

actions that have been or will be taken. The complainant will also be encouraged to report any further incidents.

The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only other persons with a need to know will be informed.

Confidential records of the investigation including interviews, evidence and the outcome of the complaint will be maintained in the office of the Management Employment Equity Representative. The Union Employment Equity Representative shall have access to the file, and such access shall not be unreasonably denied. (c16)

### **(F) Resolution Of The Complaint**

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the local Human Resources Manager, in consultation with the local Plant Chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

Complaint resolutions deemed unsatisfactory may be appealed to the National Employment Equity Co-ordinator or the Company Equity Manager. New evidence provided may result in further investigation by the National Employment Equity Co-ordinator and the Company Equity Manager. Unsatisfactory resolutions after further investigation can be appealed to the Master Employment Equity Committee. No grievance may be filed or pursued on resolutions agreed to by the Master Employment Equity Committee without written concurrence of the Unifor National Office and written confirmation of such concurrence of the Unifor National Office and written confirmation of such concurrence to the Director of Labour Relations and Labour Economics.

## **RECOGNITION**

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If it is determined that the complaint has no validity, and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to action under the misconduct rules outlined in the Employee Guide.

### **(G) Right to Refuse**

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, that in serious cases or when the safety of an employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee and will be implemented as a part of this procedure following the Union leadership and Management representative training. This procedure was implemented on June 30, 1994.

**(H)** The Union and FCA Canada Inc. will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the National Union and/or FCA Canada Inc. Staff.

This policy and procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the Union and FCA Canada Inc. urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

**(I)** The Union shall hold harmless FCA Canada Inc. against any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint. Where there is a mutually acceptable resolution, the Union agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the National Union Office and written confirmation of such

## RECOGNITION

concurrency to the Director of Labour Relations and Labour Economics. (c02, c05, c08, c12, c16)

### **(1.6) Memorandum of Understanding – Employment Equity**

This Memorandum of Understanding supplements the Production and Maintenance Agreement between FCA Canada Inc. and Unifor and certain of its Local Unions, as follows:

**Whereas**, the parties affirm the policy of the Company and Unifor as outlined in Sections (1.4) and (1.5) of the Agreement, the Company reaffirmed its commitment to extend equal opportunity for employment to all people despite differences in gender, race, ethnicity, disability, or other prohibited grounds.

**Whereas**, the parties recognize that it is the right of Management to hire, promote and assign qualified candidates subject to the terms and conditions of the Agreement, the parties agree to undertake certain joint activities to further implement these and other nondiscriminatory policies following ratification of this Agreement.

**Therefore**, it is hereby agreed as followed:

A Local Employment Equity Committee, hereinafter referred to as the Local Committee, has been established at each plant location. The Local Committee consists of two (2) representatives selected by the Local Union President from within the existing representation structure and two (2) Plant Management representatives. At least one of the Unifor representatives on this committee must be a woman. The Local President will act as an ex-officio member of the Committee. The Local President shall select a woman from among the active membership if there are no women in the existing representation structure.

Women selected by the Local President for this purpose will be excused from regular work assignments when required and will be paid by the Company at their regular straight time rate up to the number of hours listed in the following schedule:

## RECOGNITION

<b>Local</b>	<b>Number of Employment Equity Committee Members</b>	<b>Maximum number of straight time hours paid per week when excused from regular work assignments</b>
Local 444 Windsor Assembly Plant	1	40
Local 1285 Brampton Assembly Plant	1	40

Etobicoke Local 1459 will incorporate Equity matters within their representation structure.

The committee members hourly bargaining unit position may be replaced by a Temporary Part-Time Employee, if a replacement is required in areas where the TPT Program is in place.

It is recognized that Local Committees will require ongoing assistance and direction. Accordingly, a Master Employment Equity Committee, consisting of two National Union representatives, the Unifor FCA Master Bargaining Committee Chairperson, the National Employment Equity Co-ordinator and four Company representatives, has been established. The Master Committee will meet quarterly to review local committee activity.

The local committee shall:

- (a) Devote attention to the designated groups.
- (b) Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, the development of goals and timetables, and other elements of the plan that require local input.
- (c) Develop a communication strategy to educate and update employees on equity issues which includes: March 21 – recognition day for the elimination of racism;

## **RECOGNITION**

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and December 10 – recognition day for Human Rights awareness.

- (d) Conduct harassment complaint investigations as outlined in the workplace harassment policy and procedure.
- (e) Attend the annual five-day meeting designed to update and educate committee members on the latest developments in Human Rights case law and emerging Human Rights issues which may impact the workplace. The Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meal and other expenses. Travel time, if required, is to be included in the five-day period. It was agreed that the Human Rights Training module would be presented to the employment equity committees at one of the five day annual meetings during the life of this agreement.
- (f) Develop an anti-racism action plan involving the Racial Justice Advocate.

Members of the Local Committees may:

- (a) Participate in community and/or school career awareness programs designed to inform people about potential employment opportunities at FCA Canada Inc.
- (b) Establish and maintain working relationships with local designated group organizations.
- (c) Develop informational communiqués to encourage designated group members to apply for technical and skilled positions.
- (d) Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.
- (e) Consult with the Master Employment Equity committee and the local apprentice committee to develop and implement a pre-apprenticeship training program for designated group members.

### **(A) Communication of Workplace Harassment Policy and Procedure**

## **RECOGNITION**

The Company has agreed to review, update and reprint the joint Workplace Harassment Policy and Procedure in the Employee Guide. In the spirit of continuously improving the effectiveness of this policy and procedure, the revised handbook will include a definition for Personal Harassment and will identify the means for reporting and addressing those concerns.

The Company shall update, review and train employees on the Workplace Harassment and Violence Policy and Program in accordance with the terms of the FCA Canada program.

### **(B) Union Leadership/Management Harassment Training**

The Company agrees to a one (1) day jointly developed and delivered harassment prevention and human rights program for Union Representatives and designated Management employees, with the content, timing, location(s) and trainers to be determined by the Master Employment Equity Committee, as well as to provide on-going (yearly) harassment prevention training for new Supervisors and new Union Representatives. The Master Employment Equity Committee will update the one (1) day Employment Equity program for the individuals detailed above.

### **(C) Violence Against Women**

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

### **(D) Minute of Silence**

During these negotiations, the Union requested a minute of silence be observed in the plants covered by this Agreement 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. or when local plant management determines the observance will have the least impact on plant operations.

Flags will be flown at half staff to mark this occasion.

Additionally, Canadian facilities will observe one minute of reflection in recognition of International Day for the Elimination of Racial Discrimination to re-affirm our commitment to end racism. This moment of reflection will be observed each year on March 21 at 11:00 a.m. or when local plant management determines the observance will have the least impact on plant operations.

### **(E) Women's Advocate**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. 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. To this end, the Company agrees to pay for the Women's Advocate poster regarding services available in the Community as required.

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the Unifor female member of the Local Union Employment Equity Committees, in addition to her other duties relating to employment equity. The trained female Employment Equity Representative/Women's Advocate may meet with any member as required, to discuss problems and refer them to the appropriate agency( ie. crisis centre, emergency shelter, counselor or mental health professional) when necessary.

## **RECOGNITION**

The Company agrees to establish a confidential phone line with caller ID, personal internet access and a personal fax/photocopier/scanner unit that employees can use to contact the Employment Equity Representatives or Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when an employee is meeting with an Employment Equity Representative or Women's Advocate.

The Local Employment Equity Committees will develop appropriate communications to inform employees about the advocacy role that the Employment Equity Committee members play.

In addition to the initial 40 hour training program, the female Employment Equity Reps and Women's Advocates will participate in an annual three-day training program including travel time.

The Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meals and other expenses.

### **(F) Racial Justice Advocate**

In recognition of societal racism, the company agrees to identify a Racial Justice Advocate at each facility covered by this agreement. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selection of the facility Racial Justice Advocate.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people whose role in the workplace will include:

- listen
- provide support to Black, Indigenous and racialized members including concerns related to racial discrimination and racial violence
- assist with racial justice initiatives
- promote access to community culturally appropriate services

## **RECOGNITION**

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- Work with facility leadership to develop, implement, and monitor an Anti-Racism Action Plan that is aligned with the Corporate Strategy,
- network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfill their duties, the union if in agreement, will submit a leave of absence request for approval by the Human Resources department. Such approval shall not be unreasonably withheld.

### **(G) Employment Equity Programs**

During current negotiations, the Company and the Union reaffirmed their commitment to Employment Equity.

While the parties recognize that the four designated groups are represented in our hourly workforce, the Company and the Union agreed that they must increase special efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities and aboriginal peoples throughout the workforce of FCA Canada Inc.

The parties agreed that a diverse workforce is beneficial and desirable, and that their proactive efforts on employment equity are fundamental to the Company. The parties are committed to maintaining an Employment Equity Plan on behalf of Unifor bargaining units at FCA Canada Inc. This plan will include an annual review procedure to monitor the progress of the program.

### **(I) Comfort Hearts**

During these negotiations, the Union requested a supply of Comfort Hearts be made available to the Women's Advocates at each location. It was agreed the Company would purchase one (1) box of Comfort Hearts (100 pieces) and deliver them to the National Employment Equity Coordinator who would then distribute them to each of the Women's Advocates. Requests to replenish this supply of Comfort Hearts will be made to the Master Employment Equity Committee.

### **(J) Nursing Mothers**

During negotiations, the parties discussed issues related to the return of employees from maternity leave to the workplace. One issue of mutual concern related to the accommodation of employees requiring facilities for the purpose of expressing breast milk. Each location will explore reasonable accommodations within the existing facilities. The local Employment Equity Representative or Women's Advocate will act as an additional resource for employees interested in using this service.

### **(K) Local Employment Equity Committee Training**

The Company will continue to ensure that investigators, including the Local Employment Equity Representative alternate, and members of the Local Employment Equity committee, as identified in Section 1.6 are trained. The Master Employment Equity Committee will monitor these efforts.

(c96, c99, c02, c05, c08, c12,c16, c20)

### **(1.7) Strikes and Lockouts Prohibited**

- (a) The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down in any plant of the Company or any curtailment of work or restriction of or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all of the grievance procedure outlined herein has been exhausted and not even then unless authorized by the National Executive Board of the Unifor and a copy of such authorization has been delivered to the Company. In case a strike shall occur this Agreement at the option of the Company shall terminate immediately. The Company reserves the right to discharge any employee who violates any provision of this Section. Such discharged employee shall have recourse to the grievance procedure. The Company will not cause or

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- sanction a lockout until all of the grievance procedure outlined herein has been exhausted.
- (b) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will at all times during the currency of this Agreement take such steps as may be necessary to ensure that employees employed in the power-house and any substation of the Company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the Company in order that such employees may at all times be enabled to perform the regular duties therein to which they are assigned.
  - (c) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will co-operate with the Company to ensure that employees required for emergency maintenance repairs to the Company's plants will be permitted free and unobstructed entrance into and exit from such plants and that the Company's plant protection staff, plant supervision, office staff and personnel and members of the public shall be allowed free and unobstructed entrance into and exit from the Company's premises and offices. Provided that if at any time during such dispute the Company attempts to put any new employees to work in the Company's plants on operations therein performed by employees in the bargaining unit or attempts to employ in such work any members of the plant protection staff or attempts to employ the employees required for such repairs in work other than such repairs, thereupon the Union no longer shall be bound by the provisions of this paragraph.

### **(1.8) Requirement of Union Membership**

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective

## **RECOGNITION**

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shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following such effective date.

- (c) Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this section if they are members and are not more than thirty (30) days in arrears in payment of membership dues.

### **(1.9) Check-Off**

- (a) The Company will deduct the Union initiation fee from the pay of an employee hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement. The initiation fee shall not exceed the maximum prescribed by the Constitution of the National Union at the time of the employee's hire, rehire, reinstatement or transfer.
- (b) Check-off of Union dues will be compulsory for all employees who come within the unit to which the Agreement applies. It shall continue during the period of the Agreement. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution.

### **(1.10) Deductions**

- (a) Deductions shall be made only in the conditions and circumstances relating to the payment of dues laid down by the Constitution and By-laws of the Union, together with the provisions of this Agreement and the provisions

## **RECOGNITION**

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of the Memorandum of Understanding (Union Dues Deductions), a supplement to this Agreement.

- (b) The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the Local.

### **(1.11) Indemnification**

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as Union initiation fee and membership dues from employees' wages or by the Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental Unemployment Benefit Plan.

### **(1.12) MOU – Union Dues Deductions**

The Memorandum of Understanding between FCA Canada Inc. for its Etobicoke Casting Plant, Windsor Assembly Plant, and Brampton Assembly Plant (hereinafter referred to as the "Company") and Unifor for its Local Unions No. 1459, 1285 and 444 (hereinafter referred to as the "Union") supplements the current Production and Maintenance Agreement.

WHEREAS, the Company and the Union wish to set forth certain understandings with respect to the deduction and remittance of Union membership dues (which term, as used herein, shall include, where appropriate, Union initiation fees); NOW THEREFORE, pursuant to Section (1.9) of the above-mentioned Production and Maintenance Agreement, it is hereby agreed as follows:

#### **(A) Time Of Deductions**

- (1) The initiation fee will be deducted from the pay of an employee (including Temporary Part-Time Employees as referenced in the Supplemental Agreement, Section VII) at any time within thirty (30) days after the employee becomes a member of the Union as provided in Section (1.8) of the

above-mentioned Production and Maintenance Agreement.

- (2) Check-Off deductions for Union membership dues will begin in the month in which the employee becomes a member of the Union. Thereafter, in each succeeding month, Union membership dues then due and owing will be deducted in the calendar month.

### **(B) Pay Periods In Which Deductions Are Made**

Union membership dues for the current calendar month will be deducted from the pay received by the employee for the first pay period falling in the month. If an employee does not have sufficient net earnings in the first pay period falling in the month, a Union membership dues deduction will be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction, and not thereafter.

### **(C) Other Dues Deductions**

If an employee does not have sufficient net earnings in a pay period in a calendar month for the deduction of dues as provided in Paragraph (B) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings to cover such deduction, and provided the designated Human Resources officer of the Local Union gives notice in writing to the Hourly Payroll Department or the Plant Personnel Department, specifying the employee, the employee's master number, the amount to be deducted and the month or months for which the deductions are to be made. The designated financial officer of the Union may submit a similar notice in writing specifying the employee and the month or months for which it is certified (a) that the employee did not earn forty (40) hours of pay in the specified month but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay for that month, and (b) that Union membership dues were due and owing for that month and were not paid. Union membership dues deductions in the amount of one hour's pay as per the Constitution or such other amount as may be established as dues for such

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employee will be deducted from a subsequent Regular Supplemental Unemployment Benefit cheque issued to such employee for a pay period ending in the month the notice in writing is received, but not thereafter, or at the option of the designated financial officer, will be deducted from the regular pay of such employee in a subsequent pay period ending in the month in which the notice in writing is received, provided the employee has sufficient net earnings to cover such deduction, but not thereafter.

### **(D) Refunds**

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.

### **(E) Remittance Of Dues To Financial Officer**

At the end of each week in which deductions are taken, the Company shall remit by cheque the total of the deductions to the Union. The Company will also furnish to the designated financial officer of the Local Union a list of the names of employees for whom Union membership dues have been taken. By the 10th of each following month a list shall be provided to the Local Union of employees for whom dues were deducted and not deducted.

### **(F) Disputes Concerning Check-Off**

Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any provision respecting Check-Off shall be matter for the grievance procedure and shall be submitted direct to the Impartial Chairperson.

### **(G) Limit of Company's Liability**

The Company shall not be liable to the National Union or its Local by reason of the requirements of the Production and Maintenance Agreement or this Memorandum of Understanding for the remittance or payment of any sum other than that constituting actual deductions made from

## **RECOGNITION**

wages earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

### **(H) Disputes Concerning Membership**

Any dispute arising as to an employee's membership in the Union shall be reviewed by the Vice-President of Human Resources and the President of the Local Union and if not resolved may be submitted directly to the Impartial Chairperson through the grievance procedure. (c96, c08)

### **(1.13) Optional Premiums/Union Dues Deductions**

During these negotiations there was discussion concerning the deduction of Union dues and Optional/Dependent Group Life Insurance Premiums from the same pay cheque and the financial impact this may have for the employee in certain situations.

It was agreed that Union dues will continue to be deducted from the first pay of the month. Optional and Dependent Group Life Insurance Premium deductions will be taken from the second or subsequent weeks provided there are sufficient earnings.

### **(1.14) Plant Memorandum of Understanding**

- (a) Provisions pertaining to matters which are peculiar to a plant because of its physical structure and facilities and, in respect to Etobicoke Casting Plant, and Brampton Assembly Plant only, matters concerning seniority and job opportunity which are in lieu of provisions in this Agreement expressly made inapplicable to any or all of the said plants, shall be negotiated locally in the plants and incorporated into a Plant Memorandum of Understanding.
- (b) A Plant Memorandum of Understanding shall be governed by this Agreement, to which it is a supplement.
- (c) Plant Memorandum of Understanding shall continue in force concurrent with the term of this Agreement and any extension thereof. (c96)

**(1.15) Special Provisions Pertaining to Skilled Trades Employees**

The provisions of this Agreement apply to employees in the skilled trades, except as specifically modified by the Skilled Trades Section.

**(1.16) Provisions Pertaining to Apprentices**

The provisions of this Agreement apply to apprentices in the skilled trades, except as specifically modified by the Apprenticeship and Apprentice Standards Section.

**(1.17) Union Bulletin Boards**

(a) Placing of Bulletin Boards

A bulletin board shall be placed in each district by the Company which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.
- (5) Notices of General Health and Safety matters that are educational or informational, provided such notices have prior approval for posting by the Union Member of the Local Joint Health and Safety Committee.

(b) Limit on Use of Bulletin Board

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

**(1.18) Withdrawal of Demands and Separability of Provisions**

(a) Withdrawal of Demands

This agreement replaces all previous agreements between the parties.

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Prior to and during the negotiation of this agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this agreement as is the incorporation therein of matters agreed on. It is the intention of the parties that this agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise.

### **(b) Separability of Provisions**

1. In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.
2. Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

### **(1.19) Termination and Modification**

This Agreement shall continue in full force and effect until 11:59 p.m., September 18, 2023 or until the end of the last regularly scheduled shift beginning prior to 11:59 p.m. September 18, 2023 whichever is later.

- (a) If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to September

## RECOGNITION

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18, 2023 give written notice of its intention as provided in Section (1.20). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 p.m. September 18, 2023.

- (b) If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 p.m. September 18, 2023, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 18, 2023, of any subsequent year. (c05, c08, c12, c16, c20)

### **(1.20) Notice**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to Unifor, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8 or to such other address as Unifor shall furnish to the Company, in writing, and if to the Company, addressed to FCA Canada Inc., P.O. Box 1621, Windsor, Ontario, N9A 4H6, attention, Human Resources Department, or to such other address as FCA Canada Inc. shall furnish to Unifor, in writing.

**Unifor**

**NATIONAL UNION**

Jerry Dias  
Lana Payne  
Dino Chiodo  
Shane Wark  
Angelo DiCaro  
Cammie Pierce  
Corey Vermey  
Kaylie Tiessen  
Steve Morgan  
Scott Richardson  
Doug Boughner  
Sari Sarinen  
Sandra Dominato  
Scott Doherty  
John Breslin

**LOCAL 444, UNIFOR**

Dave Cassidy  
James Stewart  
Manny Cardoso  
Darryl Desjarlais  
Tony Greco  
Paul Renaud  
Frank Harshaw  
Ken Kwiatkowski  
Jeremy Glajch

**LOCAL 1285, UNIFOR**

Danny Price  
Vito Beato  
Joe Giorgi  
Lisa Contini  
Ardis Snow  
Wayne Hunter  
Duane Reay

**LOCAL 1459, UNIFOR**

Rod McGill  
Florin Buciu  
Trevor Reid

**FCA Canada Inc.**

Jacqueline Oliva  
Glenn Gorick  
Rob Perryman  
Mike Spoons  
Jacqueline Oliva  
Paola Mazzorini  
Richelle Coffey  
Tatyana Francic  
Deanna Mancini  
Diana Sabatino  
James Favrin  
Kimberly King  
Brad Devine  
Sean Laing  
Michael Hyland  
Chris Pearson  
Colleen Chernousov  
Rob Leigh  
Kyle Allen  
Kyle Mollard  
David Wallace  
Alyssa D'Angelo  
Jyotsana Jaswal  
Lou Ann Gosselin

**REPRESENTATION****(2.1) Number of Zones**

- (a) It is mutually agreed that the proportional representation which reflects increases and decreases in the work force is a sound and sensible basis of implementing the representation sections of this Agreement.
- (b) In each plant of the Company covered by the Production and Maintenance Agreement on September 22, 1964, the ratio of Stewards to employees shall not exceed 1 to each 225 and the number of Stewards shall be as set forth in the table below.

<b>Number of Employees On Active Roll</b>	<b>Number of Stewards</b>
1 — 337	1
338 — 563	2
564 — 789	3
790 — 1015	4
1016 — 1241	5
1242 — 1467	6
1468 — 1693	7
1694 — 1919	8
1929 — 2145	9
2146 — 2371	10
2372 — 2597	11
2598 — 2823	12
2824 — 3049	13
3050 — 3275	14
3276 — 3501	15
3502 — 3727	16
3728 — 3953	17
3954 — 4179	18
4180 — 4405	19
4406 — 4631	20
4632 — 4857	21

- (c) In each new plant of the Company to which the Production and Maintenance Agreement was extended after September 22, 1964, the ratio of Stewards to

## REPRESENTATION

employees shall not exceed 1 to each 250 and the number of Stewards shall be as set forth in the table below:

<b>Number of Employees On Active Roll</b>	<b>Number of Stewards</b>
1 — 375	1
376 — 626	2
627 — 877	3
878 — 1128	4
1129 — 1375	5
1380 — 1630	6
1631 — 1881	7
1882 — 2132	8
2133 — 2383	9
2384 — 2634	10
2635 — 2885	11
2886 — 3136	12
3137 — 3387	13
3388 — 3638	14
3639 — 3889	15
3890 — 4140	16
4141 — 4391	17
4392 — 4642	18
4643 — 4893	19
4894 — 5144	20

- (d) In plants in which the ratio of Stewards to employees exceed the number allowable under Sub-section (b) the number of Stewards will be increased or decreased in the manner set forth in Sub-section (h), provided however; (i) If the number of employees has decreased, the number of Stewards will be reduced according to the ratio, or major fraction thereof, previously determined in accordance with Sub-section (h) (i) so that the ratio of Stewards to employees after the adjustment does not exceed the ratio previously determined; and (ii) if the number of employees has increased, the number of Stewards will be increased at a ratio of one Steward for each 225 additional

## REPRESENTATION

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- employees, or major fraction thereof. In no event, however, shall Stewards be added beyond the number of Stewards active on September 22, 1964 until the ratio in the plant conforms with Sub-section (b).
- (e) Any Steward who dies, retires, resigns as a Steward or employee (excluding resignations as a Steward to accept a salaried position with the Company, will not be replaced unless and until the ratio of Stewards to employees in that plant conforms with Subsection (b).
  - (f) Notwithstanding the provisions of Subsections (b) (c) & (d) above, the number of Stewards in plants that are entitled to less than three Stewards according to the appropriate table shall be the larger of the following: (i) the number set forth in the appropriate table, or (ii) a number equal to the number of shifts operating in the plant.
  - (g) Each Steward shall be assigned to a zone. The departments or parts thereof which will constitute zones in a plant will be determined by mutual agreement between the Plant Management and the Local Union. When a zone consists of more than one department such departments will be physically located adjacent to one another insofar as reasonably practicable.
  - (h) Redistricting shall be accomplished in the following manner and at the following times: (i) within five (5) working days after the end of the month of April, August and December, the Local Union will be provided with the average number of employees on the active roll in the plant during each such month. This number shall be the basis on which the appropriate number of zones shall be determined; (ii) adjustments, if any, in the number of zones shall be effective with the first pay period in the month following the month (i.e., June, October, February) in which the number of zones is determined in accordance with (i) above. The rezoning and the determination of the Union representatives shall be accomplished prior to the adjustment date.
  - (i) The plant may be rezoned in accordance with Subsection (g) above from time to time upon the written request of either the Plant Management or the Local

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Union. The parties in each plant may agree to establish a flexible zoning plan to pre-determine the zones to be eliminated or added consistent with ratios at various employment levels of the plant.

- (j) When unusual circumstances arise and such circumstances result in the number of employees on active roll at the plant that would require an increase or decrease of two (2) or more zones under the applicable table in Subsections (b) (c) or (d) and Subsections (f) and (g) the parties shall make adjustments in the zones concurrent with such changes in accordance with Subsections (b) (c) or (d) whichever is appropriate, and Subsections (f) and (g) of this Agreement. If the parties are unable to reach agreement, the matter shall immediately be referred to Corporate Staff Labour Relations and the National Union for resolution.
- (k) When determining the on-roll employment level for representation purposes, apprentices will be included in the employment level count.

### **(2.2) Stewards**

#### (a) General:

- (1) In each plant in which the representation structure includes Stewards, employees in a zone shall be represented by one Steward for each shift who shall be a regular employee having seniority and working in the zone.
- (2) Stewards will perform their respective duties in a manner which complements quality and operational efficiency at all times.
- (3) During overtime periods or weekend work the Steward shall be offered work as long as there is work scheduled in the Steward's zone the Steward can do and any of the Steward's respective constituents are working.

#### (b) Full Time

It is understood and agreed where Stewards are recognized as full time the Stewards will perform

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their responsibilities commensurate with the time allocated.

(c) Part Time

Where Stewards function on a part time basis, the Stewards will obtain prior approval of supervision to leave their work to present and investigate grievances. It is understood that this will occur without loss of time or pay. Such approval will be sought only in legitimate circumstances and accommodate a timely release for Union activity discussed above.

### **(2.3) Plant Shop Committeepersons**

- (a) The Plant Shop Committee of the Union shall consist of not more than six (6) members, one being the Chairperson, each of whom shall be an employee of the plant having seniority or a regular employee of the plant having seniority who is on leave of absence.
- (b) It is understood and agreed that each member of the Plant Shop Committee of the Union who is a regular employee of the plant will perform respective duties in a manner which compliments quality and operational efficiency at all times.
- (c) Members of the Plant Shop Committee, except the Plant Chairperson by agreement between the Plant Management and the Plant Shop Committee, will have assigned to them certain districts in the plant.
- (d) The Supervisor will grant permission to a Plant Shop Committeeperson to leave work for the purpose of attending regular, special or annual conferences, in addition to work related matters particularly referencing grievances.
- (e) The Supervisor will also grant permission to Stewards to communicate by telephone on an unsettled grievance with the Plant Shop Committeeperson assigned to their zones and also will grant permission to a Plant Shop Committeeperson (1) to leave work to confer on grievances with Stewards in the districts of the plant assigned to that Plant Shop Committeeperson when the

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Plant Shop Committeeperson has been requested to do so by the Steward, and (2) to present grievances to the management representative designated to receive them from the Plant Shop Committeeperson in the district. Plant Shop Committeepersons may perform their regular grievance procedure duties during working hours without loss of time or pay.

- (f) During overtime periods or weekend work the Chairperson and the Plant Shop Committeeperson shall be scheduled to work as long as there is work scheduled in the Plant Chairperson's district they can do and any of their respective constituents are working.
- (g) On the effective date hereof the number of Plant Shop Committeepersons, including the Chairperson of the Plant Shop Committee in the plants shall be as specified in each plant's respective Special Provisions section.

In each plant the Plant Shop Committeepersons including the Chairperson of the Plant Shop Committee shall be assigned to the first shift.

### **(2.4) Skilled Trades Representatives**

- (a) On any shift in a plant where there are fifteen (15) or more employees in skilled trades classifications and there is no skilled trades Steward, the Local Union may designate in writing a skilled trades employee from among those working on that shift as the Skilled Trades Representative (as distinguished from a Steward) for such employees.
- (b) The function of the Skilled Trades Representative shall be limited to dealing with such matters as may arise on the Skilled Trades Representative's shift alleging violation of the Sections Pertaining to Skilled Trades Employees and letters relating thereto.
- (c) Except as provided in this section the Skilled Trades Representative shall not be treated as a Steward for any purpose under any Section of the Production and Maintenance Agreement.

### **(2.5) Abuse of the Procedure**

- (a) The Management in a plant may present to the Secretary of the Local Union as grievances any abuses of the grievance procedure by the Union, its Stewards, its Plant Shop Committeepersons, its Local Union officers, or other representatives or members of the Union. If the Management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the National Union.
- (b) The Union may present to the Labour Relations Supervisor in a plant as grievances any abuses of the grievance procedure by the Management or its representatives. An appeal in accordance with the grievance procedure may be taken by the Union if it is dissatisfied with the Labour Relations Supervisor's decision.
- (c) Such grievances by either the Plant Management or the Union shall be presented in writing.

### **(2.6) Conduct of Union Representatives**

Union representatives employed in the plant are subject to the same discipline as any other employee in the plant for violation of shop rules.

### **(2.7) Consultation Conferences**

- (a) **Regular** - Regular Conferences will be arranged between the Plant Shop Committee and Plant Management and the Labour Relations Department on an as required basis, but not less than every two months by either party. An agenda on workplace matters, will be provided on the day preceding the meeting.
- (b) **Special** - Special Conferences on workplace matters may be arranged between representatives of the Local Union and Staff Labour Relations or the Plant Manager or designate of the Plant Manager. Upon the request of the Local Union President, the Manager, Labour

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Relations and Security will make arrangements for a representative of the National Union to attend said conference.

Arrangements for such conferences will be made in advance with an agenda of the workplace matters to be discussed presented at the time the conference is requested.

Special Conferences shall be confined to those matters included on the agenda.

Union representatives as specified, if working in the Plant shall receive pay from the Company at their regular hourly rate for the time spent in such conferences, provided they would otherwise have worked in the Plant during the time spent in such conferences.

(c) **Annual Meeting** - An annual meeting may be convened between the Union and Company to discuss various topics such as:

- Current economic conditions and the outlook for the automotive industry and the Company.
- Management-Union relations.
- Matters of mutual and/or special interest to either party.

The meeting will be chaired by the Director of Labour Relations & Labour Economics and the National Union President or designate with attendees to include the Local President and Vice-Presidents, Chairpersons as well as National Representatives servicing the Company with corresponding Management Representatives as designated.

(d) **Pay At Conferences** - Members of the Plant Shop Committee attending, said conferences will receive pay at their regular hourly rates, provided they would otherwise have worked in the Plants during such conferences. In the event such conferences mutually extend into overtime hours, each member of the Shop Committee will receive overtime pay at the applicable overtime rate.

**(2.8) Benefit Plan Representative**

Unifor, may designate, a Benefit Plans Representative for each Company plant of 101 or more employees. The maximum number of hours per week in which each Benefit Plans Representative will be allowed to function shall be determined on the basis of the number of employees in the plant in accordance with the following schedule:

<b>Plant Number of Employees</b>	<b>Hours Per Week</b>
1501 or more	40
1500 to 1200	24
1200 to 601	16
600 to 101	8

Adjustments shall be made twice each calendar year in the maximum number of hours each Benefit Plans Representative will be allowed to function. Adjustments shall be effective (1) the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October.

1. The Benefit Plans Representative shall be selected by the National Union Unifor, from among those hourly employees who have seniority under the Production and Maintenance Agreement and who at the time of selection are at work in the Company plant in which the Benefit Plans Representative is to function. The Benefit Plans Representative shall represent all employees at the plant represented by the Local Union from which said Benefit Plans Representative is designated with respect to the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan.

## REPRESENTATION

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2. Benefit Plans Representatives shall carry out the duties of Union representatives specified in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other Union representatives in the plant in which a Benefit Plans Representative has been designated shall not participate in benefit plan matters except insofar as any one of them has been designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan. Duties of the Benefit Plans Representatives are:
  - (a) To function in place of the Chairperson of the Plant Shop Committee for the purposes of Article X Section (3) of the Pension Plan for the plant for which the Chairperson functions.
  - (b) To function as a member of the Local committee provided in Article (V) Section (2) (b) 7 of the SUB plan.
  - (c) To discuss with designated representatives of plant management those questions regarding a benefit Plan or Program.
3. The Benefit Plans Representative shall not participate in the grievance procedure and those matters with which such Benefit Plans Representative deals shall not be subject to the grievance procedure but shall be subject to the review procedure specified in the appropriate Plan or Program.
4. A Benefit Plans Representative shall not function as provided herein unless and until the National Union (a) sends written notice to the Company of the name of the employee, the plant, department, and (b) until the Company advises the plant of the designation and the effective date thereof.
5. A Benefit Plans Representative shall cease to function as provided herein upon receipt of written notice from the National Union to the Company.

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Such notice shall include the same identification information specified in 4 above.

6. Benefit Plans Representatives shall be subject to the following:
  - (a) When a Benefit Plans Representative is permitted time away from work less than 40 hours a week the designation of the time away from work shall continue to be made by mutual agreement between the Local Union and Plant Management.
  - (b) The Benefit Plans Representative shall report to the Supervisor concerned at the start of the shift and shall advise the Supervisor when wishing to leave work to handle a benefit plan matter and shall report to the Supervisor when that matter has been disposed of.
  - (c) If it is necessary for the Benefit Plans Representative to speak to an employee about a benefit plan matter, the Benefit Plans Representative will make prior arrangements with the employee's Supervisor to do so.
  - (d) The privilege of a Benefit Plans Representative to leave work during regular working hours without loss of pay is subject to the conditions (i) that the time be devoted to the prompt handling of matters, which are proper pursuant to the terms of this letter; (ii) that the privilege not be abused and (iii) that the Benefit Plans Representative will do the work which is assigned at all times except when it is necessary to leave work to handle benefit plan matters.
  - (e) The Benefit Plans Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in the department and when so scheduled shall not function as a Benefit Plans Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 1501 or more hourly

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employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (8.4) or Section (8.5) of the Production and Maintenance Agreement, the Benefit Plans Representative for that plant will also be scheduled to work and to function as a Benefit Plans Representative during such hours.

- (f) During a temporary adjustment in a plant of 1501 or more employees the Benefit Plans Representative shall be permitted to perform the functions of the Representative's office when fifty percent (50%) or more of the people on the Benefit Plans Representative's shift are working.
7. The Benefit Plans Representative shall be assigned to the first shift and shall be subject to the provisions of Section (2.6) of the Production and Maintenance Agreement.

The National Union may designate in writing to Company from among seniority employees at work on the first shift at a plant a permanent alternate to function when the Benefit Plans Representative is to be away from the plant for at least a full shift and plant management receives advance written notification of such absence or, if the expected absence is due to Union business, approval from the National Union.

The permanent alternate shall not be deemed to be included among Committeepersons and Officers covered by the applicable Plant Special Provisions. When replacing the Benefit Plans Representative, the permanent alternate shall be subject to all the provisions applicable to Benefit Plans Representative.

## **REPRESENTATION**

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### **(2.9) Unifor National Health and Safety Coordinator**

Discussions were held concerning the duties and responsibilities of a Unifor National Health and Safety Coordinator.

The Coordinator will be appointed by the Unifor President and any complaints, should they arise, relative to the Coordinator's performance may be referred to the President's Office.

The Coordinator's role is to promote a policy of problem solving, internal responsibility, and a non-adversarial relationship between the parties.

The National Health and Safety Coordinator may also counsel the Local Health and Safety Committees and make recommendations to improve the performance of the committee in maintaining a safe and healthful working environment. Plant Management will co-operate in this regard and may meet with the Coordinator and the Health and Safety Committee to discuss the recommendations. Additionally, the Coordinator may make recommendations to develop, improve and guide individual plants in the area of Health and Safety training.

The National Health and Safety Coordinator may visit all plants and offices and access will be provided upon reasonable notice. It is further understood said Coordinator may visit the represented Parts Distribution Centers once per year.

The Coordinator, working jointly with the Manager of Health and Safety, will put forth the best efforts to develop a working relationship with members of Management to effectively function in this position.

The Coordinator will be based in the Unifor Sub-Regional Office, Windsor, Ontario.

Discussion took place on how the Coordinator could make recommendations to Management to improve existing health

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and safety policy and procedures in the plant, through training, inspection and audits. In doing so it was understood while Management agreed to accept recommendations in these areas, the final decision to act upon the suggestions remains that of Management and will be based on legislation, practicality and good business decisions.

Finally, it is earnestly hoped by both parties that this innovative approach to improvement and development of existing legislated and negotiated training, leading to a greater sharing of the responsibility of encouraging co-operative relationships in health and safety, will lead to a situation considered satisfactory to both Union and Management.

The parties agreed that the above arrangements, which were originally negotiated in 1987 and the subsequent evolving relationships and expanding responsibilities have worked well for the Company and the Union.

### **(2.10) Unifor National Employment Equity Coordinator**

The parties agreed that the position of Unifor National Employment Equity Coordinator will be established. The Coordinator will be appointed by the Unifor National President.

The Coordinator's role will be to promote a planned, informed and consistent approach to employment equity on behalf of Unifor throughout FCA Canada.

Specifically the Coordinator will work closely with the Master Employment Equity Committee to help develop and implement the joint Employment Equity Plan at FCA Canada. The Coordinator will also conduct community outreach and other activities to promote employment equity on behalf of the Master Employment Equity Committee.

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The Coordinator will work closely with the Local Employment Equity Committees and make recommendations to assist the committees in promoting equity in the workplace. This may involve advising with community outreach initiatives, assisting with local work to develop and implement the joint Employment Equity Plan, coordinating education and communications efforts, assisting with anti-harassment efforts or with the resolution of difficult complaints.

Workplace Management will co-operate in this regard and may meet with the Coordinator and the Local Employment Equity Committee to discuss recommendations. The Coordinator may visit all plants and offices, and access will be provided upon reasonable notice.

The Coordinator will be based in the Unifor Regional Office in Windsor. (c96)

### **(2.11) Ergonomic Representation**

#### **(a) Unifor National Ergonomic Coordinator**

FCA Canada agrees to establish a Unifor National Ergonomic Coordinator, serving Windsor and Toronto area plants and offices. It is further understood that said Coordinator may visit the represented Parts Distribution Centers once per year. This is a full-time position assigned to the day shift.

The Unifor National Ergonomic Coordinator will be appointed by the Unifor National President, who will advise the Company in writing of the name of the appointee.

The National Ergonomic Coordinator's role will be to receive, analyze and assess Official Safety Complaint forms submitted by the Unifor National Health and Safety Coordinator and the Senior Manager, Environmental Health & Safety (EHS) Canadian Operations (i.e. the National Joint Health and Safety Committee) that identify problems of an ergonomic nature. This analysis and assessment will assist the Union and the Company to determine the priority of each

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complaint, in order that Union and Company resources may be effectively applied and that problem resolution may be maximized. The National Ergonomic Coordinator will assist in resolving disputes that may arise from time to time, using generally recognized and established ergonomic standards.

The Union will promote an ergonomic process that uses knowledge and skills on applied life sciences to recommend improvements to work stations, tools and work methods. It is understood that the implementation of recommendations can occur only after thorough discussion in a joint environment. The Unifor National Ergonomic Coordinator will work on a pro-active basis to support joint Unifor/ FCA Canada initiatives designed to reduce injuries and related Workers' Compensation costs.

The National Ergonomic Coordinator will meet on a regular basis with the Unifor National Health and Safety Coordinator and the Senior Manager, Environmental Health & Safety (EHS) Canadian Operations to discuss issues and initiatives, as well as areas of concern which could be addressed by the National Joint Health and Safety Committee.

Following their appointment, meetings will take place between the Unifor National Ergonomic Coordinator and the NJHSC to determine and approve the course(s) required in order for the National Ergonomic Coordinator to upgrade their skills in the field of ergonomics in order to function effectively. Tuition for said courses will be payable by FCA Canada upon presentation of an invoice from the instructional institution.

### **(b) Unifor Regional Ergonomic Representative**

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During negotiations the parties agreed to establish one (1) Regional Ergonomic Representative for the Toronto area facilities and one (1) Regional Ergonomic Representative for the Windsor area facilities to be appointed by the Unifor National President. One (1) representative will be based in the Brampton Assembly Plant and one (1) will be based in the Windsor Assembly Plant. Following their appointment, meetings will take place between the Unifor National Ergonomic Coordinator and the NJHSC to determine and approve the training course(s) required for the Unifor Regional Ergonomic Representative to upgrade their skills in ergonomics in order to function effectively. Tuition for said courses will be payable by FCA Canada upon presentation of an invoice from the instructional institution.

The Company and the Union continue to support the early identification and resolution of potential ergonomic issues on future processes and programs. The Unifor Regional Ergonomic Representative shall assist the Local Ergonomic Committee / Joint Health and Safety Committee(s) in the development of a list of current model ergonomic issues that may be improved through product or process redesign when a new model program has been announced for a facility they service, or when a facility they service has been identified as a study plant for a new model program.

In addition, early involvement of the Local Ergonomic Committee in the key development phases of a new equipment program is critical to the successful launch of the program. Where practicable, the Company agrees, as early as possible in the planning process, to involve the Local Ergonomic Committee and the Unifor Regional Ergonomic Representative in the joint review of new plant layouts, new manufacturing equipment and major process changes where the interface of the employees to the workplace may be affected.

The role of the Unifor Regional Ergonomic Representative shall be to serve as a resource to the Local Ergonomic

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Committee / Local Joint Health and Safety Committee(s) to assist in the identification, prioritization, analysis and resolution of priority jobs of an ergonomic nature. (n96, c99, c05, c20)

### **(2.12) Workplace Safety Insurance Board**

#### **Representation**

During negotiations the parties agreed to establish a WSIB representative for the Toronto area facilities to be appointed by the Unifor National President.

The WSIB representative will be based in the Brampton Assembly Plant and will, when required, provide the Etobicoke facility with information and assistance on workers compensation issues.

The Company agrees to supply the representative with a computer and the appropriate software to perform their functions. (n99)

### **(2.13) Employee Assistance/Substance Abuse**

#### **Representative**

- (a) Local 444 and Local 1285 may have one full-time Employee Assistance/Substance Abuse Representative who shall be appointed by the President of the National Union.
- (b) The President of the National Union shall advise Staff Labour Relations of the Company in writing of the name of the appointed representative. No representative shall function as such until the Company has been so advised.
- (c) The functions of the Employee Assistance/Substance Abuse Representative are limited to matters related to substance abuse. The Employee Assistance/Substance Abuse Representative will:
  - (i) assist in the identification, education, referral and follow-up of employees with problems which impair job performance relating to alcohol and drug dependency or emotional disorders while assuring requisite confidentiality standards are observed;

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- (ii) act as liaison with appropriate members of line supervision, labour relations, plant medical, other union representatives, diagnosis and referral agencies, and with providers of treatment and medical care;
  - (iii) assist in evaluating the effectiveness of various programs, plans and services;
  - (iv) participate in formal employee assistance training or instruction programs, and review and make recommendations to Company representatives concerning program content;
  - (v) assist in coordinating and implementing various local program applications and related services available under the Employee Assistance/Substance Abuse Plan, including development of local proposals.
- (d) The Company recognizes the privilege of an Employee Assistance/Substance Abuse Representative to leave the plant in the course of functioning as such, but the Employee Assistance/Substance Abuse Representative shall notify the designated company representative when leaving and returning to the plant during working hours. An Employee Assistance/Substance Abuse Representative shall register the time when entering the plant and the time when leaving the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In the absence of evidence that an Employee Assistance/Substance Abuse Representative is abusing this privilege, the approval referred to above shall be given. An Employee Assistance/Substance Abuse Representative shall report to an employee's Supervisor before contacting such employee in pursuance of these duties.
- (e) The Employee Assistance/Substance Abuse Representative shall be assigned to the first shift and shall be subject to the provisions of Section (2.6) of the Production and Maintenance Agreement.
- (f) The Employee Assistance/Substance Abuse Representative will not be scheduled for Saturday,

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Sunday, holiday or daily overtime work except as a regular employee in the Employee Assistance/Substance Abuse Representative's department and when so scheduled shall not function as an Employee Assistance/Substance Abuse Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 1501 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (8.4) or Section (8.5) of the Production and Maintenance Agreement, the Employee Assistance /Substance Abuse Representative for that plant will also be scheduled to work and to function as an Employee Assistance/Substance Abuse Representative.

- (g) During a reduction in the work force in a plant of 1501 or more employees the Employee Assistance/Substance Abuse Representative shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the Employee Assistance/Substance Abuse Representative's shift are working.

### **(2.14) Worker's Compensation Representative (WSIB)**

During our recent negotiations the parties discussed at length, the issue of rising claims and costs of employees claiming entitlement for WSIB benefits. We determined that we could address our mutual concerns, while at the same time providing assistance to the employees by exploring innovative approaches to this rising problem. To that end, the parties agreed a Union appointed WSIB Representative shall be allowed up to forty (40) hours away from Company assigned work at Windsor Assembly Plant.

Etobicoke will incorporate WSIB responsibilities within their representation structure.

A proposed list of duties described in the appendix attached hereto shall be performed by the WSIB Representative, it

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being understood that as experience is gained with this joint initiative, such duties may require revision or modification.

To ensure maximum effectiveness, the parties will meet as required to resolve any problems.

### **APPENDIX WSIB REPRESENTATIVE**

#### **Job Description**

Works jointly with management WSIB Representative.

#### **Time of Accident**

- interview employee immediately after visiting first aid.
- Record detailed information regarding the accident.
- participate in the investigation of the accident:
  - witness
  - supervision
  - review site
- participate in review of information to discuss acceptability of the claim within WSIB standard

#### **Counseling**

- provide guidance and advice to employees on required WSIB matters and dealing with WSIB Board.
- as required provide S&A / Insurance Provider office with information concerning pending WSIB claims for employees claiming S&A benefits.

#### **Placement**

- using plant placement procedure, assist in placing employees who are fit to do immediate temporary modified work.
- using plant placement procedure, assist in placing employees who have been off work and are fit to return to modified duties.
- follow up with employees who miss work the day following a reported accident. Make every effort to

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insure they do not become lost time claims by offering modified work.

- monitor and follow-up with temporary placements to insure they are provided additional placement opportunities.
- discuss the employee's ability to do modified work with the attending physician.

### **Reporting/Recommendations**

- monitor accidents by location and type
- report regularly on developing trends.
- report specific issues to appropriate plant supervision
  - facilities
  - equipment
  - tools
  - parts
- attend and provide appropriate reports at plant safety meetings.
- liaison to provide appropriate information to the plant safety department.

## **(2.15) Overtime Entitlement – Union**

### **Representatives**

During the course of negotiations the Company raised the issue of excessive representation costs during periods of overtime work. Both parties agreed the matter required attention.

The parties therefore agreed as referenced below that notwithstanding the applicable provisions of the Production and Maintenance Agreement as well as the Special Provisions:

- (a) Union representatives would not be entitled to work during overtime or holiday periods when only one of the representatives' respective constituents is working.
- (b) Union representatives from one shift would not be entitled to work overtime on another shift during the regular hours of scheduled production when the representatives' respective constituents are working.

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These arrangements were reached in recognition of the principles expressed in the Purpose and Intent of the Production and Maintenance Agreement.

### **(2.16) Overtime/Temporary Layoff Work Opportunities (Benefit, Health and Safety, and Substance Abuse Representatives)**

During negotiations the Union expressed concerns regarding the limited work opportunities that are made available to the Benefit Representatives, Health and Safety Representatives, and Substance Abuse Representatives during overtime and periods of temporary layoff.

The Company indicated that it was mindful of circumstances which could result in work opportunities for such Representatives even though sufficient numbers of employees were not at work to qualify such Representatives in accordance with the provisions of the Collective Agreement. For example, it would be appropriate for the Health and Safety Representative to be offered the opportunity to be at work during the plant rearrangements involving new equipment installations. Similarly, it would be appropriate for the Benefits Representative to be at work during the periods of temporary layoffs or indefinite layoffs involving a significant number of employees to permit him/her to work with plant administrators to ensure the expeditious processing of benefit-related matters, and similarly, it would be appropriate for the Employee Assistance/Substance Abuse Representative to be at work to attend to employee assistance and substance abuse problems.

In response the Company has agreed that where the overtime is required to meet the responsibilities and duties of the full time Benefits Representative, full time Substance Abuse Representative, or full time Health & Safety Representative such Representatives may be retained at work provided they have the prior approval of the Human Resources Manager.

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Where the respective Representative believes that there is no reasonable justification for the Human Resources Manager withholding prior approval, the matter may be referred to Staff Labour Relations and the Unifor National Office.

### **(2.17) Payment of Union Representatives During Local Negotiations**

During the course of current negotiations, the Company and the Union had discussions concerning the payment of Union Representatives during Local Negotiations.

This letter is intended to clarify the understandings agreed to during the course of negotiations, pertaining to the payment of such Representatives during such negotiations.

The parties agreed that the following principles would be applicable to the payment of Union Representatives only during the negotiations of the Local Negotiations and would not be used as grounds or basis for claiming that such principles should be extended to other negotiations.

- (a) Plant Chairpersons of the Plant Shop Committees would be paid for time spent during Local Negotiations meetings and time spent in Union caucus relevant to such negotiations.

In the event such time would involve overtime hours, and the Plant Shop Chairperson would otherwise be entitled to overtime if said Plant Chairperson had been in the plant, the Company agrees to pay overtime up to this entitlement as long as the Plant Chairperson continued in such meetings or caucus.

In the event overtime became available in the plant and the Plant Chairperson was not involved in such meetings and caucus, the Plant Chairperson would be paid for such overtime only for time spent in the plant to the extent of this overtime entitlement.

The Skilled Trades Chairperson would be treated the same as a Plant Chairperson.

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- (b) The Company agreed that alternate Representatives would be recognized only to the extent that additional cost relative to the representation in a given jurisdiction was not incurred. For purposes of example, the Plant Shop Chairperson's alternate and the Committeeperson's alternate would be allowed to function whereas the alternate steward would not be recognized.
- (c) The Company agreed that Union Representatives on the Local Negotiation Bargaining Committee would not be required to swipe their time cards in their respective plants.  
The Company further agreed that suitable arrangements would be made to administer the recording of hours and payment for such Representatives during the course of Local Negotiations.
- (d) The Union agreed that the continuation of such arrangements was contingent upon the mutual satisfaction of the parties and that upon notice to the Union that such procedure had been abused, the Company could dissociate itself from such arrangements.

## **GRIEVANCE PROCEDURE**

### **(3.1) Time of Answers**

- (a) Supervision will provide the employee or one member of a group of employees a verbal answer within 24 hours following meaningful discussion identified in Step 1 of the process.
- (b) The management will answer in writing any grievance presented to it in writing by the Union;
  - 1. by the Supervisor or other designated representative of management within five (5) working days,
  - 2. by the Plant Labour Relations Representative within seven (7) working days,
  - 3. by the Staff Labour Relations Representative or designated representative within seven (7) working days.

These time limits may be extended at any time by agreement between the Company and the Union. (c99)

### **(3.2) Presenting a Grievance**

A grievance of any employee or a joint grievance of any group of employees shall be presented to the management in the following manner:

#### **Step 1**

- (a) The employee or one member of a group having a grievance may take the grievance up with the employee's Supervisor, or may ask the Supervisor to send for the Steward / Committeeperson without undue delay.
- (b) The Steward / Committeeperson then takes the grievance up with the Supervisor or other designated representative of the management in the zone.
- (c) If the Steward / Committeeperson and the Supervisor or other designated representative of management are unable to dispose of the grievance, the Steward / Committeeperson then refers it to the Plant Shop Committeeperson / District Representative for that

## **GRIEVANCE PROCEDURE**

zone. The Plant Shop Committeeperson / District Representative then takes the grievance up with the Area Manager or other designated management representative.

- (d) If the grievance is not disposed of and the Steward / Committeeperson wishes to pursue it further, the grievance may be reduced to writing and delivered to the Supervisor or other designated representative of management. (Any claim of discrimination when presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes discrimination has occurred.)
- (e) If the grievance is not disposed of, the Plant Shop Committeeperson / District Representative may take the written grievance up with the Area Manager or other designated management representative for the particular district.

### **Step 2**

- (a) If the Plant Shop Committeeperson / District Representative and the Area Manager or other designated representative of management do not dispose of the grievance, then the Plant Shop Committeeperson / District Representative refers the written grievance to the Plant Shop Committee.
- (b) The Plant Shop Committee then delivers a written copy of the grievance to the Plant Labour Relations Representative and thereafter takes the grievance up with the Plant Labour Relations Representative at a scheduled meeting.

### **Step 3**

- (a) If the Plant Shop Committee and the Plant Labour Relations Representative are unable to dispose of the grievance, the Plant Shop Committee then refers the grievance to the proper higher officer or officers of the Local Union who may then take the grievance up with a representative of Staff Labour Relations and the Plant Labour Relations Representative after arranging a meeting. Upon request of the President of

## **GRIEVANCE PROCEDURE**

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the Local Union the National President of the Union for the area in which the plant is located, or a regularly designated National Representative of the National President may attend the meeting. The Chairperson of the Plant Shop Committee may elect to attend the meeting.

- (b) Officers of the Local Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Company for time spent in such meetings. If Management agrees to a meeting or the continuation of a meeting during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime spent in such meeting.
- (c) The President of the Local or the designated representative may investigate any grievance appealed to this step of the grievance procedure and, if working in the plant, will receive pay at the regular hourly rate for time spent in such investigation.
- (d) If a grievance involves the proper classification of employees or their working conditions, a representative of the National Union may enter the plant during regular working hours, after making proper arrangements with the Director of Labour Relations and Labour Economics or the designated representative thereof, in order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the local plant management may accompany the Union's representative.

### **Step 4 — National Review and Appeal to Arbitration Board**

- (a) Step 4 — National Review  
If the officers of the Local Union and the Staff Labour Relations Representative and designated representative, are unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the National Representative of the Union for the area in which the plant is located. The

## **GRIEVANCE PROCEDURE**

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National Representative will review the grievance. If the grievance is one on which the Arbitration Board has power and authority to rule, the National Representative may arrange a meeting with the Staff Labour Relations Representative and designated representative, to discuss the grievance. At the request of the National Representative, a Local Union Officer and the Local President's designated representative may attend such meeting. Within ten (10) days of such meeting the Staff Labour Relations Representative or designated representative shall forward to the National Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the National Representative shall either dispose of the grievance or if the grievance merits appeal, refer it to the National Union which, if the grievance merits appeal, shall within forty-five (45) days of the appeal of the grievance to Step 4, refer the grievance to the Arbitration Board.

For the purpose of this Section, at the Etobicoke Casting Plant, Local 1459, the President of the Local Union and the Chairperson of the Plant Shop Committee may attend the meeting at the request of the National Representative.

(b) **Appeal to Arbitration Board**

If the National Union refers the matter to the Arbitration Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward / Committeeperson and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Director of Labour Relations and Labour Economics of the Company, together with a notice that the answer of the representative with respect to that grievance is not satisfactory to the Union. The matter, if within the power and authority of the Arbitration Board as provided in Section (3.4), may then be submitted to the Arbitration Board for final disposition, such

## **GRIEVANCE PROCEDURE**

disposition to be made within thirty (30) days of the submission.

(c05)

### **(3.3) Membership of the Arbitration Board**

- (a) The Arbitration Board shall consist of one but not more than two Labour Relations representatives of the Company and one but not more than two official representatives of the National Union, and an Impartial Chairperson. The Union and Company representatives of the Arbitration Board shall attempt to settle all grievances properly referred to the Board.
- (b) In the event that they are unable to settle the matter, it shall be determined by decision of the Impartial Chairperson and not by majority vote of the Board. The Impartial Chairperson shall have the right, however, to participate in all discussions and meetings of the Arbitration Board and shall also have the duty of assisting the parties in resolving particular questions.
- (c) The Impartial Chairperson shall have only the functions set forth herein and shall serve for one year from date of appointment provided said Impartial Chairperson continues to be acceptable to both the Union and the Company. The fees and approved expenses of the Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

### **(3.4) Authority of Arbitration Board**

The power and authority of the Arbitration Board shall be limited to:

- (a) matters involving the correctness of the classification of employees, provided that the absence of a classification from the list of classifications authorized for use at a particular plant by the Company shall not preclude the application of that classification at that plant, provided the requested classification is an established hourly classification under this Agreement and provided further the application of

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- the requested classification is proper, based upon the work performed; and
- (b) applying and interpreting the provisions of the Agreement including written memorandum and letters of understanding between the Company and the National Union that relate to and supplement the terms of this Agreement except as may otherwise appear in said Agreements.
  - (c) in proper cases, modifying penalties assessed by the Management in disciplinary discharges and layoffs.
  - (d) grievances submitted charging a violation of the Company's express commitments set forth in Section (1.15) of the Agreement or Section (17.16) (a), Section (17.17) or Section (17.19) of the Skilled Trades Section. The Arbitration Board may not determine that any Plant Management decision regarding the letting of a contract for maintenance or construction work or for the in-plant fabrication of tools, dies, jigs, and fixtures or any Plant Management decision to buy tools, dies, or models rather than make them violated the express provisions of Section (1.15) of the Agreement or Section (17.16) (a), Section (17.17) or Section (17.19) of the Skilled Trades Section, unless:  
the Arbitration Board finds that the decision complained of has resulted, or will result, directly in the layoff of journeypersons or temporary employees in the affected classifications at the plant on layoff, and (2) unless the Arbitration Board finds that, in making the disputed decision to contract out the work involved or to buy rather than make, Plant Management did not exercise proper judgment on the basis of the information available at the time the decision was made based on all the considerations set forth in Section (17.18) of the Skilled Trades Section and those set forth in Section (1.15), Section (17.16) (a), Section (17.17) and Section (17.19), referred to above as the case may be. If on the basis of the evidence presented the Arbitration Board finds that the management

## **GRIEVANCE PROCEDURE**

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decision complained of did not violate the provisions of said Section (1.15), Section (17.16) (a), Section (17.17) or Section (17.19), such determination shall resolve the grievance. If, however, the Arbitration Board finds that the Management decision violated any such provision, the Arbitration Board shall have authority to issue an award in which the sole remedy shall be limited to providing relief to journeypersons and temporary employees in the affected skilled trades classifications at the affected plant who either were laid off directly as a result of the Management decision complained of or who were on layoff from the affected skilled trades classifications at the affected plant when Management made the decision complained of.

The Arbitration Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement or to establish or change any wage or rate of pay. Any case appealed to the Arbitration Board on which it has no power to rule shall be referred back to the parties without decision.

### **(3.5) Time of Appeals**

- (a) Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure, shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at another plant. Time limits for appeal shall be as follows:
1. Appeal from an answer given in either Step 1 or 2 of the grievance procedure must be made within five (5) working days after such answer;
  2. Appeal from an answer given in Step 3 of the grievance procedure must be made within fifteen (15) working days after such an answer;

## **GRIEVANCE PROCEDURE**

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3. Appeal to the Arbitration Board must be made within forty-five (45) days from date of appeal to Step 4.
  - (b) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

### **(3.6) Time Limit on Claims**

No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union, against the Company shall be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.

Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was made to the employee. The notice will specify the amount of the overpayment, and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee.

### **(3.7) Time Limit on Claims – Waived**

In the past there have been limited situations in which the Company and the National Union have mutually agreed that,

## **GRIEVANCE PROCEDURE**

notwithstanding the provisions of Section (3.6), Time Limit on Claims, equity and fairness dictated that the time limits be waived regarding (a) claims by an employee or by the Union, including claims for back wages, and (b) deductions from an employee's wages to recover overpayments.

This letter will confirm that in such instances of mutual agreement between the Staff Labour Relations Department and the National Union, the limitations set forth in Section (3.6) may continue to be waived in order to provide equitable and fair resolution of such matters.

### **(3.8) Payment of Back Pay Claims**

If the Company fails to give an employee work to which the employee's seniority entitles the employee, and a written notice of the employee's claim is filed within ten (10) working days of the time the Company first failed to give the employee such work, the Company will reimburse the employee for the earnings lost through failure to give the employee such work.

### **(3.9) Computation of Back Wages**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's regular rate less:

- (a) any unemployment, compensation or supplemental unemployment benefit the employee may have received, in which case the Company will pay to the appropriate federal agency the amount of the unemployment compensation the employee received in order to restore the employee's entitlements for unemployment compensation benefits, provided the employee authorizes such payment if authorization is required; also, the employee's entitlement for supplemental unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and
- (b) compensation for personal services that the employee was not receiving when the employee last worked for the Company. However, wages for total hours worked

## **GRIEVANCE PROCEDURE**

each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted. The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

### **(3.10) Retroactive Adjustments**

No decision of an Appeal Board or of the Management in one case shall create a basis for retroactive adjustment in any other case.

### **(3.11) Withdrawal of Cases**

After a case on which an Arbitration Board is empowered to rule hereunder has been referred to the Arbitration Board, the case may not be withdrawn by either party except by mutual consent.

### **(3.12) Finality of Decisions**

There shall be no appeal from any Arbitration Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members, and will not encourage or co-operate with any of its members in any appeal to any Court or Labour Board from a decision of an Arbitration Board.

### **(3.13) Appeal for Interpretation**

Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Arbitration Board as provided in Section (3.2) Step 4.

## **GRIEVANCE PROCEDURE**

### **(3.14) Law Suits**

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section (3.2) Step 2 (a), the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

### **(3.15) Maintenance of Discipline**

It is agreed that the maintenance of discipline for just cause is essential to the satisfactory operation of the plant.

### **(3.16) Notice of Suspension, Disciplinary Layoff or Discharge**

The plant management agrees promptly upon the suspension, disciplinary layoff or discharge of an employee including a probationary employee to notify in writing the employee and the Steward / Committeeperson or Plant Shop Committeeperson / District Representative in the district / shift of the suspension, disciplinary layoff or discharge, and

## **GRIEVANCE PROCEDURE**

the reason therefore. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that the employee has the right to request union representation.

If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to leaving the plant, management will send to the employee's last known address notice of suspension, disciplinary layoff or discharge and notice that the employee has the right to request representation. (c05)

### **(3.17) Union Representation**

The employee may ask to discuss the suspension, disciplinary layoff or discharge with either of the Steward / Committeeperson or Plant Shop Committeeperson / District Representative for the district / shift. The management will designate an office where the employee may do so before the employee is required to leave the plant. Upon request, the employee's Supervisor or other designated representative of management will discuss the suspension, disciplinary layoff or discharge with the employee and the Steward / Committeeperson or the Plant Shop Committeeperson / District Representative. In proper cases, exceptions shall be made. (c05)

### **(3.18) Appeal of Discharge**

Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Plant Shop Committee to the designated Labour Relations Representative within forty-eight (48) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The Management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within five (5) working days after the Management gives its answer to the Union.

## **GRIEVANCE PROCEDURE**

### **(3.19) Use of Past Record**

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an employee for falsification of the employee's employment application after a period of one (1) year from the employee's date of hire.

### **(3.20) Grievance Procedure – Flow Chart**

Both parties to the Production and Maintenance Agreement signed today acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Sections (3.16) Notice of Suspension, Disciplinary Layoff or Discharge and (3.17) Union Representation. The attached flow chart illustrates the proper sequence of procedural steps to be used in processing employee grievances.

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

Also, during our recent contract negotiations the Company pointed out that Special Conferences, as provided for in Section (2.7)(b), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (2.7)(b) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 2 or Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further

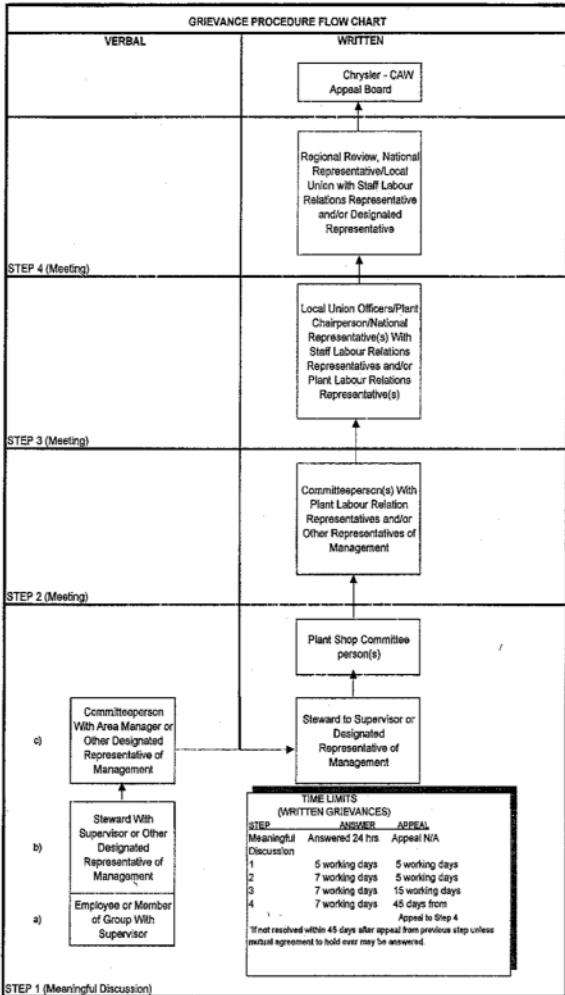
## **GRIEVANCE PROCEDURE**

discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Company has violated. Management's answers will set forth facts taken into account in answering the grievance.

# GRIEVANCE PROCEDURE

## Production & Maintenance



(c99)

## **GRIEVANCE PROCEDURE**

### **(3.21) Reinstated Grievances**

During negotiations of the Production and Maintenance Agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and in violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union (Unifor), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Director of Labour Relations and Labour Economics in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, provincial, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Arbitration Board or any other arbitrator on any grievance shall continue to be final and binding on

## **GRIEVANCE PROCEDURE**

the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Arbitration Board decisions or other grievance resolutions.

It is understood this letter agreement and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

### **(3.22) Grievance Disciplinary Action**

In response to your demand made during the current negotiations, we have agreed that during discussions as early as Step 2 of the grievance procedure of grievances over discipline, discharge and other terminations from employment, each party will present a statement of position reciting facts then known on which it relies, and a copy of a document or statement on which the party relies to support its position.

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

In cases where a prior disciplinary record is involved, the Company may present a written summary of the grievant's disciplinary record.

The statement of position and other statements and documents that a party has provided the other shall become

## **GRIEVANCE PROCEDURE**

part of the grievance file and may be referred to in subsequent steps of the grievance procedure, including the Arbitration Board.

The failure or refusal of the Union to present a full oral explanation of its position shall relieve the Company from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or statement which it has in its possession and on which the party relies shall preclude the party from using it before the Arbitration Board.

The Company expressed its concern that its providing to Local Union representatives involved in processing grievances copies of employee statements and corporate documents relating to employees may lead to abuses unless the statements and documents (i) are used solely in connection with the proper processing of a grievance, (ii) are otherwise kept confidential, and (iii) are not in any way used by any member of the bargaining unit to attempt to harass or intimidate an employee giving a statement or providing a document. The Union assured the Company that it will instruct its Local and National Representatives of these restrictions on the use of such material and the need to maintain confidentiality. The Union further represents that if a copy of a statement or document provided it in accordance with this Letter Agreement is used by its representatives or those under their control for any purpose other than the proper processing of a grievance or is publicized outside of the grievance procedure, the Company would be relieved of any obligation under this Letter Agreement at the plant where the abuse occurred.

### **(3.23) Application of Section (3.16)**

This is to confirm our understanding concerning the application of Section (3.16) Notice of Suspension, Disciplinary Layoff or Discharge of the Production and Maintenance Agreement as it relates to employees who are terminated for inability to perform assigned work.

## **GRIEVANCE PROCEDURE**

When an employee, including a probationary employee, is terminated for inability to perform assigned work, plant management will provide written notice pursuant to Section (3.16).

### **(3.24) Discipline On Standards**

In Arbitration Board Case No. 1664 the Impartial Chairperson said that "the mere presence of proof of failure to meet a rate of production requires the Chairperson to approve the propriety of discipline unless, by some means other than a showing of non-compliance with Sections (46)-(48) (now Section (4.1)) it is established that the fault did not lie with the employee." Nevertheless, the undersigned agree that the provisions of Section (44) (c) of the National Production and Maintenance Agreement dated November 2, 1961, give the Arbitration Board power and authority to determine the propriety of the penalty imposed by management in disciplinary discharges and layoffs for violation of Letter (4.2), Work Standards, of said Agreement, and that the mere presence of proof of an employee's failure to meet a disputed work standard does not require the Arbitration Board or the Chairperson to approve the propriety of the discipline assessed to an employee.

The disposition of any such case shall be on the merits but shall not involve the propriety of any disputed work standard or work load assignment performed by the grievant or grievants.

In any such determination, the Arbitration Board will take into consideration any relevant facts occurring prior and subsequent to the time the penalty in question was imposed. This letter shall not be construed to limit or otherwise impair any right Section (1.2) reserves to the Company, including the right to establish and maintain work standards or rates of production and to discipline employees. (c99)

**WORK STANDARDS**

**(4.1) Work Standards**

(a) Establishing Work Standards

1. When the Company establishes work standards, by whatever method it may select, it shall do so on the basis of fairness and equity in that such standard shall be based on the reasonable working capacities of normal experienced employees working at a normal pace to produce quality work in the manner that the Company prescribes.
2. When a work standard is established and is not disputed, or is disputed and settled, such standard shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change is made in a work standard for any of the above reasons, only the elements of the operations that are affected by such change will be adjusted. Job assignment changes shall be made on the day shift with advance notice given to the Union regarding changing standards. For the purposes of clarifying and resolving issues pertaining to job assignment changes, implementation of elemental moves will commence no later than the lunch period. This does not preclude the Company from reviewing operators at any time throughout the year. The Company agrees it is desirable to establish work standards on a new operation as early as is feasible. Where a standard is not established, the Union Official, upon request, will be given management's reasons for not establishing the standard.  
When a standard is not established, an employee, who is following the prescribed method 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.

## **WORK STANDARDS**

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When imposing discipline for failure to follow a prescribed method or for failure to use the tools provided in a proper manner, an employee will be informed in writing in what respect the employee failed to follow the method or use the tools. Upon request, the Union Official will also be given the reason.

3. When a work study is to be made for the purpose of establishing a standard, advance notice will be given to any normal experienced employee to be studied and to the employee's Union Official. When a work standard is established, notice will be given to the employee and to said Union Official advising them of the established work standard. When a study is made for purposes other than establishing a standard, the purpose of the study will be made known to a Union representative.
  4. Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a work standard are known as non-standard conditions. When such non-standard conditions exist and are brought to the attention of management, the employee concerned shall be advised of the rate of production at which said employee will be required to perform the job under such non-standard conditions.
- (b) Relief Time and Other Allowances
1. All employees on a regular eight-hour shift shall be provided a relief period or periods in accordance with section (18.8) Relief Time. The amount of such relief time shall be modified accordingly for a shift other than a regular eight-hour shift. This shall not be deemed to affect the environmental relief allowance now included in the work standard of certain operations nor the allowance applicable to certain other operations as expressly set forth in letters from the Company to the Union. Such relief time, except in emergencies, shall not be provided during the first hour of the shift or the first hour after the lunch period, or during such

## **WORK STANDARDS**

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- other periods, not exceeding in the aggregate two (2) hours per shift, as may be mutually satisfactory in the local plants.
2. When a time study is made, the employee's performance will be rated as to normal at the time such study is made. In addition to the regular relief allowance, allowances will be made for such elements as standard tool changes, material handling, and fatigue where these are a factor.
- (c) Special Provisions Regarding Breakdowns, Ratio of Body Types, and Controlling Operations.
1. An employee will not be required to make up a loss in production on the employee's operation solely as a result of machine or equipment breakdown or shortage of stock or other conditions if the condition is beyond the employee's control, but the employee may be directed while the condition exists, to perform other work or, if the condition exists during a period when the employee may be required to do so, to take regular relief time.
  2. Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of body types, optional equipment or other product types. When it is necessary to adjust the normal scheduled ratio of body types including optional equipment or other product types on conveyor lines and more or less work is required because of the change in mix, compensating adjustments in work assignment, manpower, spacing of units, line speed or any combination thereof will be made. The Company agrees to provide advance notice (prior week) to the Plant Chairperson of line speed adjustments. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, management will designate specific off-line operations from which employees will be made available to compensate

## **WORK STANDARDS**

for such mix changes when one of the compensating adjustments selected is an increase in employees. The compensating adjustments will be made known to the affected employee in the employee's ordinary work area in time to accommodate the mix change. Upon request, Management will advise the Union of the arrangements made. If the time required to perform the elements of work assigned to an employee does not equal the available time of the employee's work station, additional elements of work may be assigned to the employee, not to exceed the available time of the employee's work station. If work assignments on such lines are changed, the Supervisor will advise the employee what elements have been added to or removed from the operation.

3. On some press, machine or conveyor lines the operations are limited by the controlling operation on the line with the result that on such lines either the time required to perform the elements of work assigned to an employee is less than the employee's available time or the rate of production required of an employee is less than standard. In such circumstances the employee will be advised of the standard and available time for the operation whether or not the employee is required to produce to the standard. When the work standard on the controlling operation is adjusted, the other operations that were so limited will be adjusted accordingly within their standards.
- (d) **Dispute Procedure**
1. If an employee or group of employees believes that any paragraph or paragraphs of this Work Standards Section has been violated, and the employee(s) is aggrieved as the result thereof, the employee, or a designated member of the group, shall take the following steps should a work standard dispute occur:

## **WORK STANDARDS**

### **STEP 1 – EMPLOYEE/SUPERVISOR/UNION OFFICIAL**

Employee(s) notify Supervision of a work standard issue at which point the Union Official may be contacted. The employee(s) will identify the reason(s) for the dispute. The supervisor and Union Official investigates the concern and may extend the investigation to the other shifts for consistent application with the intent to mutually resolve the dispute utilizing, but not limited to SWI's (prescribed method), layout, sequence, tools, health and safety and ergonomics.

### **STEP 2 – Unifor TIME STUDY/INDUSTRIAL ENGINEERING REVIEW**

If the dispute remains, the Divisional Industrial Engineer and the Unifor Time Study Representative will review any data or address any other issues in an attempt to resolve the employee(s) concern.

When timing of any job or operation is necessary in connection with adjusting a grievance, the Time Study Representative shall be permitted to examine the information resulting from such timing upon its completion.

### **STEP 3 – FORMAL E.B. (Elemental Breakdown)**

At this stage, and if necessary, in an attempt to finalize the issue, a formal request is made by the Unifor/Time Study Representative on behalf of the Union Official to complete an Elemental Breakdown of the operation. Prompt attention will be given by the Divisional Industrial Engineer to verify/establish the Elemental Breakdown. Following the receipt of the Elemental Breakdown, the Unifor Time Study Representative will be permitted to make a study of the job in dispute for the purpose of resolving the above issue(s). It is understood this review will be completed as expeditiously as possible. (This study shall not be deemed to be in substitution for the National Union Industrial Engineer giving technical assistance as provided in Paragraph 3 below)

Such elemental breakdown shall be analyzed by the time measurement system that the Company utilizes consisting of all the elements of the operation in the order of their performance with the time for each element and the total

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time for the operation as these appear on the study or supporting data. On conveyor assembly lines each elemental breakdown will reflect the scheduled rate of production and available time, either by the hour or the day as requested. Along with such elemental breakdown in question the Company shall provide a station layout illustrating dimensions, tooling, parts location, walking distance, etc.

By receiving the elemental breakdown and other information regarding an operation, the Union will not thereby waive its right later to dispute the time values of the elements of the operation.

### **STEP 4 – APPEAL**

In the event the parties cannot establish a standard, a meeting may be convened with the Union Officials and Centre Manager/PRM along with the Company and the Unifor Time Study Representative and other designated employee(s) where applicable to resolve the dispute. Further, if an equitable resolution is not reached, a meeting with the Human Resource Manager may be requested by the Plant Chairperson to discuss the issue.

NOTE 1: During steps 1, 2, 3 and 4, it is understood that no disciplinary action will be taken until the Unifor Time Study Representative has had the opportunity to complete the Elemental Breakdown and/or review the work assignment on other shifts.

NOTE 2: It is understood that no Union investigation will be permitted until 2 working days have elapsed after a change has been made to a work assignment.

NOTE 3: In the event that a standard cannot be established P&M Section 4.1(d) 2-11 and Work Standards Dispute Letter 4.2 will apply.

2. (i) If after the above procedure is followed the matter is not resolved, a written grievance may be filed by the Chairperson of the Plant Shop Committee to the Labour Relation Department.  
(ii) The Local Union Time Study Person shall be an employee having seniority in a plant of the

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Company, who is trained and qualified by the National Union as a Time Study Person. The Union may designate in writing to the Company from among seniority employees at work in the plant a permanent alternate Local Union Time Study Person who is trained and qualified by the Union as a Time Study Person to function when the Local Union Time Study Person is to be away from the plant for at least a full shift and plant management receives advance notification of such absence. The Time Study Person, during regular working hours of the Time Study Person, may perform the duties as herein set forth subject to the provisions of Section (2.3) Plant Shop Committeepersons (b), (c), (d) and (e), and notwithstanding seniority status, shall in the event of a layoff be retained at work as long as there is a job scheduled in the plant in which the Time Study Person is employed which the Time Study Person is able to do and shall be recalled to work after a layoff as soon as there is a job in either the Windsor Assembly Plant or the Brampton Assembly Plant, the Time Study Person is able to do.

3. Within five (5) regular working days of the receipt of the grievance to the Labour Relations Department, the grievance will be considered at a special step of the grievance procedure by three representatives of the Union, including the Steward, Plant Shop Committeeperson/District Rep and Chairperson of the Plant Shop Committee and three representatives of management, at least one of whom shall be a member of higher supervision. After the written grievance has been answered by the Labour Relations Department, all of the data supporting the standard shall be made available to the appropriate Plant Shop Union Official or to the National Union's Industrial Engineer upon request, without undue delay.  
If the Chairperson of the Plant Shop Committee so requests, the Company will make a new study of the operation promptly by the time study method,

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using a normal experienced operator on the job. The time limits for the meeting in this step of the procedure shall be extended by the time required to make the study and the study shall be made available to the participants in this step of the procedure. Also, should the National Union through the Labour Relations Department request an Industrial Engineer from the Company and an Industrial Engineer from the National Union to give their technical assistance in resolving the grievance the time limits for the holding of this meeting shall be extended by the time required. In this event, the Industrial Engineers shall give their prompt attention to the matter. In the presence of a Local Union representative or representatives they will compare and exchange their studies and computations without undue delay to determine the areas of difference, if any, in order to expedite resolving the grievance. The National Union and the Labour Relations Department will arrange for the participation of the Union's Industrial Engineer. The requirements of this procedure for the making available of elemental breakdowns, back-up data, for the taking of a new time study by the Company at the request of the Chairperson of the Plant Shop Committee, and for the participation of the Union's Industrial Engineer shall apply only to grievances alleging that the aggrieved employee(s) cannot perform the work required in the time allowed because the standard was not established in conformity with Section (4.1) (a) (1) hereof

4. Within two (2) regular working days of the special step meeting, higher supervision will give a written answer. If the grievance is not settled at this step, it may within five (5) regular working days from the date of the written answer be referred to the Work Standards Arbitrator. The Work Standards Arbitrator shall consider the grievance and render a decision within two (2) weeks of receipt of such referral.

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The Work Standards Arbitrator shall be selected either by mutual agreement of the parties or, failing such agreement, by the Minister of Labour for Ontario. Payment of the Work Standards Arbitrator's fees and expenses shall be shared equally by the parties.

5. In considering a grievance so referred the Work Standards Arbitrator shall have authority only to rule on whether any paragraph or paragraphs to this section have been violated, including Section 4.1(a) 1, and on the correctness of any and all facts that are in dispute in the grievance. However, the Work Standards Arbitrator shall not have authority to alter or establish a standard on any operation. The ruling of the Work Standards Arbitrator shall be binding on both parties.
6. The Union and the Company shall stipulate in advance of the hearing which matters are in dispute and the Work Standards Arbitrator shall make a determination only with respect to those matters. The parties shall make available to the Work Standards Arbitrator at the hearing any data pertinent to the operation which the Work Standards Arbitrator may request, or which the parties may desire to present.
7. The Work Standards Arbitrator shall observe the performance of the operation in dispute and when requested by either party, the Work Standards Arbitrator shall make a time study of the operation, using a normal experienced operator on the job. If the parties cannot agree on the normal experienced operator to be studied, the Work Standards Arbitrator shall make the selection.
8. In submitting a ruling, the Work Standards Arbitrator shall also submit to both parties copies of all the facts of the study and computations thereto.
9. If pursuant to the above the Work Standards Arbitrator rules that Section 4.1(a) 1, has been violated, the Company will be obligated to establish a new standard within two (2) regular working days following receipt of such ruling.

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10. If the Union considers the new standard unsatisfactory, it may file a grievance concerning the standard and such grievance will be reviewed by the parties within two (2) regular working days. If the grievance is not resolved at this meeting, the Company will give its written reply to the grievance within two (2) regular working days thereafter. Within two (2) regular working days after receipt of the written answer, the Union may appeal the grievance to the Work Standards Arbitrator and in such event the Work Standards Arbitrator will hold a hearing within one (1) week and review the action taken by the Company. The Work Standards Arbitrator will not take an additional time study but shall determine within three (3) regular working days after the hearing whether the new standard is also in violation of Section 4.1(a) 1.
11. The Arbitration procedure outlined herein shall be subject to the laws of the Province of Ontario and any regulations or decisions thereunder having the force of law. (c99, c12)

### **(4.2) Work Standards – Disputes**

During negotiations, extensive discussions took place between the parties regarding the requirements to establish fair and equitable workloads and a process to expeditiously resolve job disputes in an orderly manner. Fundamental to the effectiveness of this process is a commitment to open communication and a process of finding satisfactory solutions.

The parties agree that the following elements are key to an effective work allocation process:

1. Advance discussions concerning planned efficiency initiatives and new model changes.
2. A well defined process to address operation or employee issues as they arise.
3. Effective utilization of all resources including, but not limited to, engineering, health and safety, ergonomics

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and maintenance to resolve issues on disputed operations.

4. Involvement of the time study representative and company counterpart to address work allocation and job standard issues.
5. Exchange of information, including but not limited to, available time study data to facilitate the resolution of work allocation issues.
6. Two (2) weeks prior to the conclusion of the work allocation period, company and union representatives will meet to review the status of the work allocation changes and plans to finalize these actions. This review will encompass the identification of remaining efficiency targets, work elements to be allocated, and plans for assigning these elements.
7. An understanding that in the event allocation changes are required outside of the work allocation period as provided in the collective agreement, these changes will be implemented following advance notification and, where reasonably possible, stable work loads will be maintained.

Further, the parties discussed the procedures used at the assembly plants to resolve disputed work allocations consistent with Section (4.1)(d) of the collective agreement.

It was agreed that the following elements are key to an effective process to resolve disputed work allocations:

1. Identification of the reason(s) for the disputed work allocation.
2. Utilization of all resources to address issues including, but not limited to, tooling, engineering or design specifications, health and safety, ergonomics, methods, layout, sequence, and process.
3. If the dispute remains, involvement of the time study representative and company counterpart to review available time study data and address issues including, but not limited to, non-standard conditions, model mix and option content impact and overcycles as required. The parties shall verify available time study data on the operator experiencing difficulty. At this stage

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- and if necessary, a time study would be conducted for the purpose of resolving the above issues.
4. Review of any remaining issue(s) will be undertaken by the time study representative and a senior member of management.
  5. If the dispute remains, a grievance may be filed in accordance with the provision of Section (4.1)(d) 2 of the collective agreement.
  6. A meeting will be convened as required, consistent with Section (4.1)(d) 3 of the collective agreement.
  7. In the event the matter is not resolved, the Plant Chairperson and the Human Resources Manager may arrange a meeting with the appropriate local personnel including the special committeeperson to resolve the matter.
  8. Should an issue still remain, the Unifor National President's office and FCA Canada Labour Relations Staff may each appoint an external subject matter expert to review the disputed work allocation. Their recommendation for resolution will be provided to the plant chairperson and the plant manager within two weeks. If the recommendation is not mutually agreed upon, or the recommendation is not acceptable to either party, the grievance will be expedited to arbitration consistent with the provisions of the collective agreement.

The intent of this process is to provide for the timely and orderly resolution of job disputes.

It is recognized that modifications to this process may be required consistent with current local practices as agreed to by the parties.

If at any time either party believes that the spirit and the intent of this letter are not being followed, a meeting will be convened between representatives of the Unifor National President's office and FCA Canada Labour Relations Staff.  
(n99)

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### **(4.3) Work Allocation – Assembly Operations**

During negotiations, the parties discussed the subject of work allocations in the Windsor Assembly and Brampton Assembly Plants.

The Company emphasized the numerous factors that influence its ability to make unchangeable work allocations early in the model run in its vehicle assembly plants, among which include the overmanning that sometimes occurs early in the model, in connection with launching and the normal difficulties associated with the production of new models, the engineering changes which occur throughout the model run, the frequent variations in body mix and option scheduling rates, the continual changes in processing and tooling, and the persistent efforts which the Company makes to achieve a satisfactory level of manpower efficiency and workload balance.

The Company also appreciates the interest which employees in vehicle assembly plants have in securing a reasonably certain level of work assignment at some point in time in the model run. Bearing this in mind, the factors noted above are particularly critical in assembly plants in the model years in which there is a new or major change to the car or truck lines, and somewhat less critical where the vehicle lines receive minor changes. In either case, these changes are not unimportant.

In addition, the Company expressed its objective to be fully competitive in the industry and marketplace, and its coinciding inclination to approach this matter cautiously.

As such, the Company assured, in negotiations, that beginning 10 working days, after the first new model vehicle reaches the end of the Final Assembly line, and by the end of 100 calendar days following thereafter, exclusive of the plant vacation shutdown period, suitable employee work allocations will have been made and will remain unchanged for the balance of that year's model run, excepting if a change in work allocation is occasioned by changes in line speed, schedule mix, option installation rates, tooling,

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processing, engineering or design specifications, methods or layouts. This arrangement applies only in those circumstances where minor changes are made to the respective models at either the Windsor Assembly or Brampton Assembly Plants. Where major changes are contemplated in any one or all of its models at these assembly plants, extensions to the 100 calendar day time period will be necessary to accomplish its work allocation objectives, at which time the matter will be explained to the respective in-plant Unifor Committee. Implementation of this arrangement at the Brampton Assembly Plant will be effective with 1996 model year production and apply to direct labour operations only.

This arrangement does not constitute any kind of acknowledgement that the workload or work allocation as of the time it becomes unchanged will represent a full workload, nor does it include any assurance or implication that the work allocation in the succeeding model year will remain unchanged regardless of the degree of vehicle change. (n93, c96)

### **(4.4) Mix and Overcycle Condition**

During negotiations, the parties discussed the impact of mix and overcycle conditions on work allocations. The union expressed concerns related to overcycles and recovery time. The company recognizes the importance of ensuring an employee's ability to perform their operation in a safe manner resulting in a quality product. The parties acknowledged that efforts to minimize the frequency and impact of overcycles has been effective. It was agreed that floor supervision will use available data and advanced planning to respond to adverse mix conditions. In addition, each facility will locally establish a containment plan to immediately address any mix concerns or overcycle conditions and this plan will be communicated to affected employees. In cases where problems arise, the Union Chairperson may advance the concern to the weekly Union Agenda meeting, if a satisfactory resolution has not been

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reached by the respective floor supervision and/or Center Manager. (n99, c12)

### **(4.5) Methodology**

During negotiations, the parties discussed alternative methodologies that may be utilized to resolve disputes relating to elemental time allocations when establishing a product standard. While it was acknowledged that M.O.S.T. at Brampton and a stop watch in Windsor are the time measurement systems utilized by the company to establish production standards, local practitioners may use the stop watch, M.O.S.T. or other methodologies to resolve disputes regarding elemental time allocations. (n99)

**SENIORITY****(5.1) Probationary Employees**

- (a) New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety days' probationary period shall be accumulated within not more than one (1) year unless the employee is on the active roll, vacation, or temporary layoff wherein the probationary accumulation period will continue. After employees have finished the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period or as calculated in (d) below.
- (b) There shall be no seniority among probationary employees.
- (c) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1.1) of this Agreement. Any claim made by a probationary employee that a layoff or discharge is not for cause, or discriminatory under Sec. (1.4), may be taken up as a grievance; provided, however, that the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees. The Appeal Board shall have jurisdiction over such cases. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of the probationary period between the date of the probationary employee's discharge and the probationary employee's reinstatement.
- (d) Probationary employees that are temporarily separated during their probationary period and are subsequently reinstated, shall be required to complete their 90 day probationary period, and upon doing so shall have a seniority date reflecting their date of hire with the

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Company. It is understood that seniority will not accumulate during the time separated.

- (e) Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the Steward or Committeeperson.  
(c96, c99)

### **(5.2) Seniority Lists**

- (a) Employees' names shall appear on the relevant seniority lists (by classification, department and plant) in the order of their respective date of hiring or in the case of an employee placed on the seniority lists after ninety (90) calendar days' intermittent employment within any period of twelve (12) consecutive months, in the order of the date ninety (90) calendar days prior to the employee attaining seniority.
- (b) Seniority lists for each department shall be maintained at all times by the Company and shall be made available to Stewards and Plant Shop Committeepersons for inspection to the extent reasonably necessary for any Steward or Plant Shop Committeeperson to ascertain the seniority status of an employee within said jurisdiction.
- (c) The Company shall post revised seniority lists as required for each department each three months and copies of same shall be supplied to each Plant Shop Committeeperson. The lists so supplied shall include the names of seniority employees then on layoff. Plant seniority lists shall be compiled each six (6) months and shall be supplied to the respective Chairperson of the Plant Shop Committees.

### **(5.3) Loss of Seniority**

- (a) An employee's seniority rights and employment relationship shall terminate if:
  - 1. The employee quits.
  - 2. The employee is discharged and the discharge is not reversed through the grievance procedure.

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3. If the employee is absent for five (5) regular working days (scheduled Saturdays included) without advising the Company's Employment Department giving satisfactory reasons.
4. If the employee fails to return to work within five (5) regular working days (scheduled Saturdays included) after notification to do so to the employee's address on record with the Company unless the employee furnishes satisfactory reasons for such failure.
5. If the employee is not called upon to perform work for the Company for a period of sixty (60) consecutive months or for a period equal to the employee's seniority at the date when the employee last performed work for the Company, whichever shall be the greater.
6. If the employee receives a permanent total disability benefit under a group life insurance policy held by the Company. If such employee recovers and either (a) the employee's permanent total disability benefit is discontinued or (b) the employee's permanent total disability benefit has been fully paid, the employee's seniority, including that which the employee otherwise would have acquired during the period of said disability, shall be restored. Provided, however, if the period of the employee's disability was for a period longer than the seniority the employee had on the date the employee was approved for a permanent total disability benefit the employee shall upon the restoration of seniority as provided above be given seniority equal to the amount of the seniority the employee had on the date such permanent total disability benefit was approved. However, as to an employee who received such benefit prior to the date of this Agreement, the employee's seniority will continue to accumulate and, should the employee recover, the employee's total accumulated seniority will be credited.
7. The employee retires or receives a pension under the Pension Plan of this Agreement. If the

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employee receives a pension for permanent total disability and recovers and the pension is discontinued, the employee's seniority including that which the employee otherwise would have acquired during the period of disability, shall be restored, provided, however, if the period of the employee's disability retirement was for a period longer than the seniority the employee had on the date said pension for permanent total disability began, the employee shall, upon the discontinuance of permanent total disability pension, be given seniority equal to the amount of seniority the employee had on the date such pension began.

8. The employee accepts a Separation Payment under the Supplemental Unemployment Benefit Plan incorporated in this Agreement in which event the employee's seniority shall be broken at any and all plants and locations of the Company as of the date the employee's application for the Separation Payment was received by the Company.
- (b) In the event an employee loses seniority under Section (5.3) as a result of imprisonment for up to one (1) year in connection with an offence arising out of the operation of a motor vehicle, or for imprisonment up to 18 months in connection with operating a motor vehicle while impaired, the employee's incarceration shall be considered a proper exception under the provisions governing loss of seniority and the employee's seniority shall be reinstated. (c96, c99, c02)

### **(5.4) Exceptions to Seniority and Job Opportunity Provisions – Disabled Employees**

In the event of an employee suffering a disability which would prevent the employee from carrying out normal duties the Company and the Union may make exceptions to the seniority and job opportunity provisions of this Agreement in favour of such employee. When exceptions are made pursuant to this Section involving an employee that is recognized by the Company and the Union to be an unusual

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placement problem, the parties may further agree that such employee may not be displaced under the Layoff and Recall paragraphs of the applicable Plant Special Provisions or under Paragraph 6.2 of the Special Provisions Pertaining to Windsor Area Plants, nor may such employee exercise any job opportunity claim to any other job unless mutually agreed by the Company and the Union. However, if in the event of a layoff the seniority of the employee placed under this Section does not entitle the employee to remain at work, the employee shall be laid off accordingly and the employee shall be called back according to seniority provided the employee has the ability to satisfactorily perform the work to be done.

### **(5.5) Reinstatement after Disability**

- (a) When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the plant the employee will be returned to work in accordance with seniority and these rules as nearly as may be as if the employee had not suffered disability, provided the employee passes the required medical examination. If the disposition made as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the plant with the Steward or Committeeperson, and Management will so arrange it. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure. The Local Union may then take the grievance up with the Plant Manager, or the designated representative. In proper cases, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the plant physician with respect to determining the employee's ability to perform the duties of the available work to which the employee would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Union will be made within seven (7) working days from the date the matter was referred to the Plant Manager or the Plant Manager's designated

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representative. Costs will be paid by the Plant. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on the employee by the plant physician, there shall be no retroactive pay. If the report or decision, places work restrictions or limitations on the employee which are less than those previously placed on the employee by the plant physician, retroactive pay, if any, shall be limited to the period beginning two (2) weeks prior to the day of the final examination by the independent physician and shall be calculated as provided in Section (3.9).

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

- (b) If an employee claims to be unable to perform the duties of the available work to which they would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the plant physician or physicians acting for the Company does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and the Plant Management within seven (7) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of medical findings and conclusions. Costs of such examination shall be paid by the Plant. The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

### **(5.6)Shift Preference**

Provisions pertaining to shift preference shall be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.

### **(5.7) Student Hires – Seniority**

The Company agrees that student hires will not be required to serve a double probationary period provided the permanent employment follows the period of student employment without interruption. Accumulation of seniority will be as provided under the Section dealing with being placed on the seniority lists after ninety (90) calendar days intermittent employment within any period of twelve (12) consecutive months. (c96)

### **(5.8) Hiring Practice**

In hiring new production and maintenance employees it will be our practice to give serious consideration to the employment applications of qualified persons who have lost their seniority by reason of layoffs at plants of the Company.

### **(5.9) Preferential Hires**

The Union expressed great concern regarding seniority employees who are indefinitely laid off as a result of a permanent discontinuance of operations or other reduction in force without reasonable likelihood of recall.

The Company stated it shared the Union's concern and advised the Union that during the term of the Agreement such employees may apply for preferential hiring opportunities at other Company plants covered by the Production and Maintenance Agreement during the term of the new agreement.

Seniority employees who wish to apply shall file application for placement within six (6) months of layoff at their local Employment Office. Exceptions will be reviewed by the Director of Labour Relations & Labour Economics upon request of the National Union.

Such employees shall be given preference for placement in seniority order, available work permitting, or if none is available, the opportunity to displace probationary employees on jobs for which they are qualified in other plants covered by the P&M Agreement.

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Any employee hired pursuant to this provision shall enter the new plant with date of entry seniority and shall not while so employed be subject to recall to the plant from which said employee was laid off. When permanently laid off from such new plant the employee shall elect to (a) retain seniority in the new plant, or (b) return to the former plant with full accumulated seniority, in which case the employee's seniority at all other plants shall terminate. Any employee who upon layoff fails or refuses to make the election set forth above shall be deemed to have elected to retain seniority in the plant from which the employee was last laid off.

An employee accepting work under the provisions of this letter shall retain rights accrued for purposes of holiday pay, payment in lieu of vacation, pensions, insurance, and the Supplemental Unemployment Benefit Plan.

It is understood that the separation of an employee from the new plant for a reason other than ability to perform the assigned work shall result in the termination of the employee's seniority at all plants.

Employees who refuse an initial offer to work pursuant to these preferential placement arrangements shall be ineligible for further coverage under these provisions except for a onetime opportunity to reapply within thirty (30) days following a six-month period after the offer.

The preferential hiring arrangements covered by this letter contain potentially complex administrative implications and there may be times the Company may not be able to fully conform with these provisions. Accordingly, the Company shall not be liable for any back pay on any claims arising from the administration of this letter.

### **(5.10) Preferential Hires – Plant Closure**

During the negotiations, in conjunction with discussions regarding the Job and Income Security Program, the parties discussed the application of the preferential placement guidelines contained in Letter (5.9).

The parties agree that in circumstances involving a plant closure, exceptions will be made to the arrangements specified in the Preferential Hires Letter (5.9) such that employees who transfer to another location will receive an adjusted seniority date at the new location which will be the date that notice of closure was given to the Union. Employees would be canvassed for Preferential Hire considerations and offered the opportunity to exercise hiring rights at any plant covered by the Production and Maintenance Agreement. As job opportunities occur at a receiving plant, employees will be contacted in seniority order and offered employment. Employment offers may be made prior to the actual plant closing. If an employee declines the employment opportunity, such employee shall be removed from the list for that plant after which the employee shall become eligible for normal preferential hire rights as specified in the Preferential Hires Letter. Such employees, when transferred to an opening at the new location, may displace employees hired at that location after the date the notice of closure was provided to the Union.

### **(5.11) Rights Under Job & Income Protection**

During the recently concluded negotiations the Union expressed concern regarding seniority employees who are laid off as a result of an action described in Letter (17.11) - Restructuring - Job and Income Protection who secure employment through the Preferential Hire opportunities at another corporate facility and within five years of the original layoff date are again indefinitely laid off without expectation of recall.

The Company agrees that under these circumstances the employee will be given the option to remain on layoff from the last facility where they were employed or to exercise their rights under Letter (17.11), Job and Income Protection available to them at the time of the original layoff.

**(5.13) Correctional Services – Temporary Absence Program**

In the course of current negotiations the Company and the Union had discussions concerning the loss of seniority by employees who had been approved by the Ministry of Correctional Services for release from jail under a Temporary Absence Work Release permit.

This letter is intended to clarify the understanding, agreed to during the course of negotiations, pertaining to such employees.

The Company agrees that in the situation in which the Ministry is prepared to release an employee from jail to attend work, the Company will not decline to participate in such a Temporary Absence Program provided the employee's seniority would not otherwise be lost.

**(5.14) Statement of Policy No. 1 Able To Satisfactorily Perform**

The purpose of this phrase is tied in with seniority to assure the Company of a satisfactory performance just as seniority is designed to give an employee an equitable degree of security. The Company does feel that a reasonable application of this phrase throughout the Collective Bargaining Agreement would involve careful consideration of the following basic principles:

- (a) The complexity and nature of the job.
- (b) The experience of the employee on the type of work involved.
- (c) The amount of instruction and/or break-in required.
- (d) The length of time that the employee would be working at the job involved.

In applying these principles generally, this would mean that the shorter the period of time an employee would be assigned to a particular job (e.g., overtime, short-term layoff) the less time the Company could be expected to spend on instruction or break-in even to the extent that present ability could be a requirement. Likewise, the longer period of time

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(in indefinite layoff or job opportunity situations) the longer time the Company could be expected to spend, up to reasonable limits, on instruction and/or break-in. Members of supervision in making such decisions should give thorough consideration to the ability of the employees.

It would mean that as jobs increase in complexity, etc., the greater the experience on the type of work involved would be required in order to be able to satisfactorily perform.

In its application, particularly in indefinite layoff and job opportunity situations, it would be advantageous to the employee and the Company and it would help to eliminate problems if employees would place on record with the Company by supplemental application for employment, qualifications which they did not make known at the time of hire or which they have since acquired so that the Company would be in at least as good a position to qualify applicants in these situations as it is in assessing the qualification of new hires.

**LAYOFF AND RECALL**

**(6.1) Layoff Definitions**

The term "layoff" when used in this Agreement means a reduction in the working force that begins upon the completion of the last scheduled day of work for the employee, and includes the following definitions:

(a) Temporary Layoff

A temporary layoff means a reduction in the working force for a definite period of time for any reason not set forth in Subsections (c) and (d) below.

(b) Indefinite Layoff

An indefinite layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsections (c) and (d) below.

(c) Temporary Adjustment

A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labour disputes, emergencies, or acts of God.

(d) Model Change or Inventory Layoff

A model change or inventory layoff means a reduction in the working force for either or both of these reasons, the duration of which may or may not be known. (c96)

**(6.2) Notice of Layoff**

- (a) On request by the Union the Company will advise them of circumstances causing layoffs, type of layoff applicable, probable duration, and other relevant information.

## **LAYOFF AND RECALL**

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- (b) When reasonably possible the Company will give twenty-four (24) hours' notice of layoff to employees.

### **(6.3) Recall**

It is understood that the Company will endeavour to notify employees affected in accordance with seniority. Such notification shall be in accordance with past practice of the Company. It is further understood that any variation, not exceeding two (2) days, in the time of giving of notice, shall be considered to be notice given in accordance with seniority.

**TRANSFER AND PROMOTION**

**(7.1) Transfer of Employees Between Plants**

- (a) An employee who is transferred by the Company from one plant to another plant of the Company shall rank for seniority as of the employee's date of entry in the other plant, except as provided in Section (7.2) referring to the transfer of operations or departments from one plant to another plant of the Company. If the necessity to transfer arises from the need for the special skills or abilities of employees, the Company shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment. An employee transferring pursuant hereto shall retain seniority in the plant from which transfer occurred and shall be returned to the former plant when the employee's services are no longer required at the new plant, at which time the employee's seniority at the new plant shall be terminated.
- (b) If, for other reasons, an employee is transferred at the employee's own request from one plant to another plant of the Company, the employee shall retain seniority in the plant from which the transfer occurred for a period of twelve (12) months from the date the employee last worked in the plant and shall rank for seniority as of the employee's date of entry in the other plant. Further, an active employee who makes application and subsequently returns to their plant of origin shall have seniority rights in the other plant terminated.
- (c) An employee transferring under this Section (7.1) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan. (c96)

**(7.2) Transfer of Operations Between Plants**

- (a) When operations or departments are transferred from one plant to another existing plant of the Company, employees on indefinite layoff as the result of the

## **TRANSFER AND PROMOTION**

transfer, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the other plant with their full seniority provided they are able to do the work. Employees indefinitely laid off within thirty (30) days of the completion of such a transfer or as a result of the transfer shall also be given the opportunity to transfer subject to the conditions contained herein.

When operations or departments are transferred from one plant to a new plant, employees engaged on such operations or employed in such departments, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the new plant and if the new plant is represented by the Union, with their full seniority.

- (b) At the request of the National Union, the Company will negotiate the advisability of transferring employees in related service departments who are affected by the transfer up to the number needed in the receiving plant. Employees who elect to transfer and are transferred shall carry their full seniority to the new plant.
- (c) If operations are concurrently transferred between two or more plants, the number of employees to be transferred from one plant shall be offset against the number to be transferred to that plant and only the difference, if any, shall be transferred as provided in (a) above and (b) above.

### **(7.3) Discontinuance of Operations**

When operations or departments are discontinued, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

Work will be made available in the following order:

- (a) Open jobs.
- (b) Jobs of probationary employees.
- (c) Jobs of lower seniority employees.

## **TRANSFER AND PROMOTION**

### **(7.4) Transfer Between Plants at Employees**

#### **Request**

With reference to requests for transfer under P&M Section (7.1) (b) employees with one (1) or more years seniority, desirous of a transfer, will make application at the Human Resource Department of the plant to which they wish to be transferred.

Such employees shall be given preference for placement on available work for which they are qualified in cases where the Plant Chairperson of the employee's current plant has been served with Notice of Permanent Job Loss as outlined in the Job and Income Security provisions of the Collective Agreement.

The parties agree that requests for transfers as outlined above will be subordinate to and not take precedence over applications submitted under Letters (5.9) and (5.10) of the Production and Maintenance Agreement.

The parties further agree employees who have applications on file under Section (7.1) (b) will be made available to the plant to which they have applied provided such action does not impact plant operational efficiency in either plant. In no case will the number of employees made available to such other plants exceed the number of jobs estimated to be lost as outlined in the Notice of Permanent Job Loss referred to above.

Employees transferred under this letter agreement will have all other applications for transfer under P&M Section (7.1) (b) cancelled as of the date of their transfer. Further, an employee upon being transferred shall not be eligible to apply for further transfer for a period of twelve (12) months from the date of transfer unless the employee is indefinitely laid off at which point eligibility to make application will resume.

The number of employees transferred pursuant to this arrangement will offset the permanent job loss referenced in

## **TRANSFER AND PROMOTION**

the Notice of Permanent Job Loss for purposes of Letters (17.10), (17.11) and (17.12).

### **(7.5) Greater Toronto Area Employment Placement Opportunities**

During the 2016 negotiations, the Company and the Union discussed concerns regarding permanent job placement opportunities for indefinitely laid off employees within the Greater Toronto Area. The parties acknowledged that offering opportunity to indefinitely laid off employees is paramount to providing long term job security.

Accordingly, the parties agreed the following shall apply when a facility in the Greater Toronto Area has employees on indefinite layoff and another facility is hiring.

#### **Hiring Sequence**

- (a) All active employees will be canvassed in seniority order and offered the opportunity to fill openings at the hiring facility, provided they are able to perform the work.
- (b) Indefinitely laid off employees, including those displacing TPT's will be canvassed for recall in seniority order and will be given one (1) week to respond.
- (c) In the event there are still openings to be filled, laid off employees will be recalled and transferred to the hiring facility in juniority order. For those who do not honour the recall notice, P&M Section 5.3a (4) – Loss of Seniority will apply.

#### **Seniority**

Employees who transfer from one facility to another facility within the Greater Toronto area shall rank in seniority order as of the date of entry at the hiring facility. Transferred employees shall retain their seniority at their "home" facility.

## **TRANSFER AND PROMOTION**

### **Return to “Home” Facility**

Transferred employees may file an application to return to their “home” facility at the Hourly Employment Office. Eligible employees who have applied, will have priority to return to their “home” facility and shall be placed (in seniority order) on a “return home” list. If the employee returns to their “home” facility with full accumulated seniority, the employee forfeits their seniority rights at the “releasing” facility. If the employee elects not to return to the “home” facility, the employee remains at the “releasing” facility and forfeits their seniority rights at their “home” facility.

The company will only be restricted from using TPT's as a result of an indefinitely laid off employee (s) that are still eligible to receive income security and/or health care benefits.

For movement within the Greater Toronto Area, P&M Section 5.9 Preferential Hires, does not apply.

If, in the placement of employees pursuant to this letter, the Union has a question concerning the placement of any such employee, the Union may discuss the matter with the Director of Labour Relations. (n16)

**WORKING HOURS****(8.1) Call-In and Call-back Pay**

An employee reporting to work on the Supervisor's or management's instructions but for whom no work at the employee's regular job is available will be offered at least four (4) hours employment at some other work at the employee's regular hourly rate. This provision shall not apply when the lack of work is due to a labour dispute, fire, flood or other cause beyond the control of the management.

**(8.2) Shift Premium and Hours**

(a) Employees regularly employed on the second or third shift, shall receive in addition to their regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. (c12,c20)

**(8.3) Overtime Equalization Agreements**

The Local Unions and Local Plant Management may negotiate local agreements for the purpose of equalizing overtime hours or overtime opportunities in the same department and classification and on the same shift. The foregoing provision will not interfere with any mutually satisfactory local practices now in effect that are inconsistent therewith.

**(8.4) Time and One-Half**

Time and one-half will be paid as follows, except as provided in Section (8.6):

- (a) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.

## **WORKING HOURS**

- (b) For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

### **(8.5) Double Time**

Double time will be paid as follows, except as provided in Section (8.6):

- (a) For time worked on the calendar Sunday.
- (b) For the time worked on the calendar holidays designated in Section (12.1).

### **(8.6) Seven-Day Operations**

Employees working on what are normally classified as seven-day operations will not be paid overtime or premium pay in accordance with Sections (8.4) and (8.5) above, but will be paid as follows:

- (a) Time and one-half for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty (40) hours per week.
- (b) Time and one-half for time worked on the sixth (6th) day of the employee's scheduled workweek.
- (c) Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.

With respect to certain interpretations of Sub Section (c), when an employee is scheduled to work a full shift on each of two consecutive calendar days, a twenty-four hour break between the end of the employee's scheduled shift on the first such day and the beginning of the employee's next scheduled shift on the following day will not be considered a break in consecutive scheduled days of work. For purposes of this interpretation, the scheduled shift for third shift employees shall be

## **WORKING HOURS**

considered to fall on the calendar day of which the shift ends.

- (d) For the purposes of Subsections (b) and (c), a holiday specified in Section (12.1) for which an employee receives holiday pay or on which the employee performs work will be considered as a day worked. Notwithstanding the provisions of Section (8.8), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (c).
- (e) Double time and one-half for time worked on any days on which any of the designated holidays is observed unless the holiday falls on one of the employee's regularly scheduled days off in which event the employee, in addition to holiday pay under Section (12.12), will be paid double time for time worked.
- (f) Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement. (c96)

### **(8.7) Seven-Day Operations Premium**

Employees who work on operations covered by Section (8.6) shall receive twenty cents (20¢) per hour above their base rate for time worked. This premium shall be included in computing payment in lieu of vacation, vacation with pay, paid absence allowance, holiday pay, Bereavement Pay, Jury Duty Pay, and any overtime or premium pay. (c96)

### **(8.8) Overtime Pyramiding Prohibited**

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

### **(8.10) Payment for Day of Injury**

- (a) An employee who receives Workers' Compensation will be paid by the Company for the balance of the shift on which the injury occurred.
- (b) An employee who is injured on the job will be paid for the balance of the shift on which the employee has been sent home or to an outside hospital or outside doctor by a medical officer of the Company or other member of management authorized to do so, because of such injury.
- (c) An employee who is injured at work and who, during the employee's shift is sent to a hospital for emergency treatment by a medical officer of the Company or other member of management authorized to do so will be paid at the appropriate rate for such time as is approved by the Company medical officer. Any time paid for will not exceed two (2) hours beyond the end of the employee's regular work shift. (c96)

### **(8.11) Workweek Defined**

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except for those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

### **(8.12) Reporting Absences**

A toll-free number will be provided by each plant which will permit an employee to verify the fact that the employee has notified the Company by telephone of an inability to report for work.

### **(8.13) Pay Practices**

In the negotiations of the Production and Maintenance Agreement between FCA Canada and Unifor dated today certain interpretations were developed. The Company interpretation of the applicable sections of the Agreement will be as follows:

## **WORKING HOURS**

1. Saturday work. Section (8.4) provides:
  - (a) Time and one-half will be paid as follows, except as provided in Section (8.6):
  - (b) "For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half."  
In interpreting Section (8.4) (b), it is understood that employees who work a shift on Saturday or Friday into Saturday that normally would be their sixth day worked but have not yet worked five (5) straight time shifts in the workweek due to an absence during the workweek will receive time and one-half for the hours worked on Saturday. This interpretation is intended to cover the third shift Sunday Night Start employee who works a sixth scheduled shift, and the first or second shift employee in the situation covered by Appeal Board Case No. 3855.
2. Saturday following a holiday. Except as specified in Paragraph 1 above, employees whose shift begins on Friday and who work into a Saturday do not receive time and one-half for work on Saturday. A holiday falling during a workweek has no effect on the payment of premium for Saturday work.
3. Work into a new workweek. The workweek is defined in Section (8.11).

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter." It is understood that this includes those employees on seven-day operations. Accordingly, (i) a third shift employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for the hours worked on Monday; (ii) a second shift employee who works a shift that starts Sunday and

## **WORKING HOURS**

continues into Monday will be paid double time for hours worked on Sunday and time and one-half for hours worked on Monday, provided such hours on Monday are in excess of 40 straight-time hours worked during the week in which the Sunday falls. If such hours on Monday are not in excess of 40, such hours will be paid at straight time until the employee accumulates 40 straight-time hours, and then hours in excess of 40 will be paid at time and one-half. If Monday is a holiday, such hours will be paid at double time.

The above paragraph does not apply to employees on seven-day operations.

The chart attached to this letter illustrates the interpretations set forth above.

4. Seven-Day Operations. Section (8.6) of the Agreement now provides:

"Employees working on what are normally classified as seven-day operations will not be paid overtime or premium pay in accordance with Sections (8.4) and (8.5) above, but will be paid as follows:

- (a) Time and one-half for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty (40) hours per week
- (b) Time and one-half for time worked on the sixth (6th) day of the employee's scheduled workweek.
- (c) Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.
- (d) For the purposes of Subsections (b) and (c), a holiday specified in Section (12.1) for which an employee receives holiday pay or on which the employee performs work will be considered as a day worked. Notwithstanding the provisions of Section (8.8), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same

## **WORKING HOURS**

employee's eligibility for payment pursuant to Subsection (c).

- (e) Double time and one-half for time worked on any of the days on which any of the designated full holidays is observed unless the holiday falls on one of the employee's regularly scheduled days off in which event the employee, in addition to holiday pay under Section (12.12), will be paid double time for time worked.
- (f) Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement."

An employee who performs maintenance duties in the powerhouse and who is normally scheduled to work Monday through Friday, and an employee, who is assigned to attend or maintain an auxiliary equipment installation that operates in conjunction with five-day operations, shall not be deemed to be working on an operation covered by Section (8.6).

- 5. The provisions of Sections (8.4) and (8.5) shall not preclude mutually satisfactory local arrangements to the effect that when an employee is transferred to a different shift as the result of a reduction in the working force the employee's previous twenty-four (24) hour period shall terminate for purposes of computing overtime, and the shift to which the employee is transferred shall be regarded as the beginning of a new twenty-four (24) hour period. This provision shall not require a change in any existing local arrangement on this matter.
- 6. Section (8.2), Shift Premium and Hours, provides:
  - (a) Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.
  - (b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is

## **WORKING HOURS**

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any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

Hourly employees who are scheduled to work and work a shift other than their regularly scheduled shift, will receive the premium provided in Section (8.2).

For example, an employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday the employee is scheduled to work and works a shift from 3:30 p.m. to 12:00 midnight. The employee will receive second shift premium for those hours on Friday.

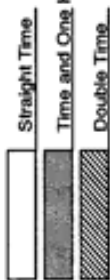
First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift.

For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday the employee is scheduled to work and works a shift from 3:00 a.m. to 3:30 p.m. The employee will receive third shift premium for those hours on Friday.

7. These interpretations shall be effective with the effective date of the Production and Maintenance Agreement dated today and shall apply during the term of said Agreement.

**PAYMENT FOR TIME WORKED ON HOLIDAYS, SATURDAYS, OR SUNDAYS  
EXAMPLE: NORMAL HOLIDAY**

	Sun.	Mon.	Tues.	Holiday Wed.	Thurs.	Fri.	Sat.	Sun.
(Sunday Nite Start) Third Shift	Double Time	Straight Time	Straight Time	Double Time	Straight Time	Straight Time	Time and One Half	Straight Time
First Shift	Straight Time	Straight Time	Straight Time	Double Time	Straight Time	Straight Time	Time and One Half	Straight Time
Second Shift	Straight Time	Straight Time	Straight Time	Double Time	Straight Time	Straight Time	Time and One Half	Straight Time
(Overlapping) Second Shift	Straight Time	Straight Time	Straight Time	Double Time	Straight Time	Straight Time	Time and One Half	Double Time
(Monday Nite Start) Third Shift	Straight Time	Straight Time	Straight Time	Double Time	Straight Time	Straight Time	Time and One Half	Double Time



## **WORKING HOURS**

### **(8.15) 3rd Shift Operations Sunday Night Start**

During negotiations leading to the new collective bargaining agreement signed today, the parties discussed the feasibility of converting all third shift operations to a Sunday night start.

The parties recognize that in certain plants it is essential that third shift operations continue to start the work week on Monday night due to operating requirements.

Under certain conditions which are acceptable to both the Local Union and the Management of a particular plant, arrangements may be made whereby third shift operations which start on Monday night may, by mutual agreement, be changed to start on Sunday night subject to the approval of the National Union and the Staff Labour Relations Department of the Company.

### **(8.16) Starting Times in Plants**

In the negotiations leading to the current collective bargaining agreement, the Union acknowledged that business considerations in the Company Plants often require a change of shift starting times.

It is the policy of the Company to advise the Union of the need to change shift starting times prior to implementing such change as well as to advise the Union of the reasons for such change.

### **(8.17) Shift Schedule**

The Company reserves the right to change the current shift schedules where circumstances so warrant. Such changes will be discussed with the Union prior to implementation.

### **(8.18) Employment Standards Act**

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past

## **WORKING HOURS**

practices in respect of employment standards not otherwise specifically covered by the collective agreement. As an outgrowth of these discussions, the parties came to the following agreement.

- A. The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act, and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, shall be minimum requirements incorporated within this collective agreement; however, where this collective agreement provides higher remuneration in money or a greater right, benefit, term or condition of employment in favour of an employee(s) with respect to a particular standard, this collective agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June, 5, 1995, as the same relates to the Union, the Company and/or its employees, may be subject to the grievance procedure of this collective agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment Standards Act and Regulations thereunder, as they exist from time to time, but not both.

- B. During negotiations, the union expressed the concern that the provincial Government has and would amend the Employment Standards Act and or Regulations in a manner adverse to the interests of the Union and FCA bargaining unit employees. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or FCA bargaining unit employees shall not be disadvantaged in any way by any amendments to the ESA or regulations thereunder made by the

## **WORKING HOURS**

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provincial Government. It is agreed that for example, if any part of the collective agreement or past practice of the parties provides a greater right, benefit, term or condition of employment than the amendment to a particular employment standard (such as an amendment to the 8 + 48 hours of work rule), then the collective agreement or past practices shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under this collective agreement. (n96)

### **(8.19) MOU – Distribution and Recording of Overtime**

Memorandum of Understanding between FCA Canada (hereinafter referred to as the "Company") and the National Union, Unifor, and its Local Union No. 444 (hereinafter referred to as the "Union").

In view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is agreed that the following procedure be established.

This procedure in no way takes the place of, or takes away from, Paragraph 8.1 Special Provisions Pertaining to Windsor Area Plants in the case of other than skilled trades. It establishes the mechanics only for the distributing and recording of overtime under present conditions.

Because of the limited number of departments presently operating on more than one shift, and owing to the present absence of groups, and in view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is agreed that for the time being the following procedure will not contain any reference to group or shift. However, it is further agreed that when, in the opinion of the Company, the situation warrants reference in the procedure to group and/or shift such

## **WORKING HOURS**

reference shall be read into the procedure as if set out in full therein consistent with Paragraphs 8.1 or 8.1 in the above Special Provisions.

### **Definition**

1. For the purposes of distributing and recording overtime work: "Overtime" shall mean time worked over eight (8) hours within any period of twenty-four (24) consecutive hours, Monday through Friday; time worked on Saturdays, Sundays and paid holidays excepting that, where overtime pay is paid for time worked within a regular eight (8) hour day such time shall not be considered overtime for the purposes of this Memorandum.

### **Notice**

2. The Union recognizes that the Company's operations do not generally permit twenty-four (24) hours' notice of overtime to be given. The Company will, however, endeavour to give to the employees affected such notice of overtime work whenever it can be reasonably done. Where such notice can be reasonably given in advance, the Supervisor will also notify the relevant Steward of the overtime work to be done and the employees involved. Where such notice cannot be reasonably given in advance the Supervisor will provide this information to the Steward as soon as it can reasonably be done thereafter.

### **Distribution Other Than Skilled Trades**

3. (a) Overtime will be evenly distributed when reasonably possible among the employees in the same department.  
(b) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the department provided such employees are able to satisfactorily perform the work to be done.  
(c) In choosing from among the employees of a department having an equal amount of recorded

## **WORKING HOURS**

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overtime then those with the greatest seniority able to satisfactorily perform the work to be done shall be given the overtime.

### **Skilled Trades**

- (d) Overtime will be evenly distributed when reasonably possible among the employees in the same classification in the department. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution is concerned.
- (e) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the same classification in the department provided such employees are able to satisfactorily perform the work to be done.
- (f) In choosing from among the employees in a classification in a department having an equal amount of recorded overtime then those with the greatest seniority able to satisfactorily perform the work to be done shall be given the overtime.
- (g) An employee who attains temporary employee status after September 15, 1982, will not participate in the overtime in any classification until such overtime has been made available to all journey or permanent employees in that classification on the shift during which the overtime is to be worked in the case of week-day overtime, or until such overtime has been made available to all journeypersons or permanent employees in the classification in the department in the case of overtime for Saturday, Sunday, or one of those holidays designated in P & M Section (12.1).

## **WORKING HOURS**

### **Students**

- (h) Students will not be offered overtime until all employees in the department have been canvassed. Ability to satisfactorily perform and, in the case of midweek overtime, shifts will prevail.

### **Records**

- 4. (a) The overtime records shall be kept on the basis of overtime hours paid rather than for overtime hours worked.  
Example: An employee who works for eight (8) hours on Saturday at the rate of time and one half will be recorded with twelve (12) hours, and an employee who works eight (8) hours on Sunday at the double time rate will be recorded with sixteen (16) hours, and further an employee who works eight (8) hours on a paid holiday will be recorded with sixteen (16) hours.
- (b) The overtime records shall be made available to the employee, the employee's Steward and the employee's Plant Shop Committeeperson for inspection to the extent reasonably necessary for such employee, Steward, or Plant Shop Committeeperson, to ascertain the overtime status of such employee.
- (c) The departmental overtime records shall be posted in each department, and will be up-dated weekly.

### **Records — When Adjusted Notice**

- 5. (a) Any employee who is given notice of overtime work while at work and who refused the overtime shall, for the purposes of the record, be charged as having worked.
- (b) Any employee who is given notice of overtime work while not at work and who refuses the overtime, shall, for the purposes of the record, not be charged as having worked. If such employee accepts the work assignment and fails to report the employee will be charged as having worked.

## **WORKING HOURS**

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- (c) In the event the Company in its endeavours is unsuccessful in giving notice, the employee shall not be charged in the record. Such attempt by the Company shall fulfill its obligation towards the employee insofar as this turn at overtime is concerned.

### **Entering a Department**

- (d) An employee other than skilled trades on returning to work after an absence of thirty (30) calendar days or more for any reason except vacation shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the number of hours which is equal to the greater of (i) the average number of overtime hours of the department or (ii) the number of hours charged against the employee immediately prior to the commencement of the absence.

An employee other than skilled trades on entering a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the average number of overtime hours of the department.

The average number of overtime hours is to be computed weekly. The overtime hours of Union Representatives will not be used or recorded in computing the average overtime hours for any department. When an employee ceases to be a Union Representative said employee shall assume the average number of overtime hours of the employee's department and participate in overtime distribution in the regular manner.

- (e) A skilled trades employee on returning to work after an absence of thirty (30) calendar days or more for any reason except vacation shall [except as hereinafter provided in Subsection (g)] have recorded against the skilled trades employee's name in the overtime records the number of hours which is equal to the greater of (i) the average

## **WORKING HOURS**

number of overtime hours of the classification or (ii) the number of hours charged against the skilled trades employee's name immediately prior to the commencement of the absence.

A skilled trades employee on entering a classification in a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded against the skilled trades employee's name in the overtime records the average number of overtime hours of the classification.

The average number of overtime hours is to be computed weekly. The overtime hours of Union Representatives will not be used or recorded in computing the average overtime hours for any classification. When an employee ceases to be a Union Representative said employee shall assume the average number of overtime hours of the employee's classification and participate in overtime distribution in the regular manner.

### **Employees Offered Overtime**

- (f) Any employee offered overtime in any department shall have such overtime charged to the employee's record.

### **Temporary Layoff**

- (g) An employee returning to the department after a temporary layoff regardless of its duration will retain the same number of recorded overtime hours that said employee had at the time the layoff commenced.

### **Whole Department Scheduled**

- (h) In the case of other than skilled trades where the same amount of overtime is scheduled or made available for all employees in a department on the same day, no entries need to be made in the record because the standing of the employees would not be altered.

## **WORKING HOURS**

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- (i) In the case of skilled trades where the same amount of overtime is scheduled or made available for all employees in a classification in a department on the same day, no entries need be made in the record because the standing of the employees would not be altered.

### **Augmentation**

6. When it is necessary to augment from another department for overtime purposes it is understood that the Company will endeavour, where reasonably possible, to use those employees from that other department who have the least number of recorded overtime hours, provided they can satisfactorily perform the work to be done. (c96, c20)

**WAGES**

**(9.1) Wage Increases**

(a) Effective September 28, 2020 each full time job classification covered by this agreement shall receive a two and one-half percent (2.5%) increase to the straight time hourly wage rate (exclusive of cost-of-living allowance and shift premium, seven day operations premium, and any other premiums).

(b) Effective September 26, 2022, each full time job classification covered by this agreement shall receive a two and one-half percent (2.5%) increase to the straight time hourly wage rate (exclusive of cost-of-living allowance and shift premium, seven day operations premium, and any other premiums).

(c) After applying the straight time hourly wage rate increase in (b), each full time hourly job classification will receive a thirteen cent (\$0.13) increase to the straight time hourly wage rate. This increase is not applicable to skilled trades, apprentices, or FCAT employees.

(d) For skilled trade job classifications, a thirty-eight cent (\$0.38) increase to the straight time hourly wage rate will occur after applying the straight time hourly wage rate increases in (a) and (b) above.

(c08, c09, c16, c20)

**(9.2) Cost-of-Living Allowance**

Each employee who is hired prior to September 24, 2012 and has (3) or more years of seniority shall be subject to the following cost-of-living allowance formula determining the cost-of-living allowance as set forth below:

- (a) Effective with the adjustment scheduled for June, 2023 the cost-of-living allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002 = 100).

<b>Effective Date of Adjustment:</b>	<b>Based on Three-Month Average of the Consumer Price Indexes for:</b>
June 5, 2023	February, March and April, 2023

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

- (b) 1. The amount of the cost-of-living allowance effective the beginning of the pay period commencing September 28, 2020 and ending June 4, 2023 shall be sixty-one cents (\$0.61) per hour.
2. Effective June 5, 2023 the cost-of-living allowance shall be adjusted as follows:
- (i) The COLA base is the average of the November, December 2022 and January 2023 Canadian Consumer Price Index (2002=100),
  - (ii) There will be a one cent (1¢) adjustment for each 0.038 change in the average Index from the COLA base until September 18, 2023.
  - (iii) The COLA adjustment effective June 5, 2023 will be the average of the COLA adjustments calculated in the years 2021, 2022, and 2023.
- (c) The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, shift premium, holiday payments, call-in pay,

## **BENEFITS**

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- vacation payments, paid absence allowance payments, jury duty pay and bereavement pay.
- (d) In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Subsection (b), any adjustment in the allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the Index.
  - (e) No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures used in the calculation of the Consumer Price Index, as applicable for any month on the basis of which the allowance has been determined.
  - (f) The continuance of the cost-of-living allowance shall be contingent upon the availability of the monthly Consumer Price Index referred to in Subsection (a) published by Statistics Canada.
  - (g) The cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly pay deposit.
  - (h) Pay adjustments made in a cost-of-living allowance period applicable to any previous cost-of-living allowance period will include the allowance applicable during the period to which the adjustments relate.
  - (i) In applying the provisions of Section (9.2) of the agreement the Company shall prepare a notification letter to the Union setting forth the Consumer Price Index for each of the three months that form the basis for an adjustment, and the average of those three months, rounded to the nearest 0.1 index point using the Engineering Method of Rounding described in Section (9.2), subsection (k). This letter will be prepared and sent to the Union after publication of the appropriate Consumer Price Indexes for the third month used for each adjustment period in accordance with Section (9.2), subsection (b) of the agreement.
- If the Union claims that the Company's calculations in any particular instance were not made in accordance with the terms of Section (9.2), it may refer the matter to the Appeal Board.

## **BENEFITS**

- (j) The Engineering Method of Rounding shall apply to the determination of the three-month average of this Consumer Price Index
- (i) - if the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.
  - (ii) - if the leftmost of the digits discarded is greater than 5, or is 5 followed by digits, not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits 130.557 becomes 130.6.
  - (iii) - if the leftmost of the digits discarded is 5, followed by zero, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

An employee other than Skilled Trades who is hired on or after September 24, 2012 shall become eligible for payment of COLA adjustments to the wage upon attainment of the Straight Time Hourly Wage Rate.  
(c05, c08, c12, c16, c20)

### **(9.3) Rates During Agreement**

During the term of this Agreement, the base hourly rate for each classification covered by this Agreement will be as described in the Company rate classification book referred to in Section (9.4) below.

### **(9.4) Rate Book**

The Company will furnish to the National Union a copy of the rate classification book of the Company for classifications represented by the Union. The Company will also furnish to the National Union for distribution to the Local Unions applicable rate books for classifications at each plant where

## **BENEFITS**

employees are covered by the terms of this Agreement. The rate classification books are to be treated in confidence and kept at the office of the National Union and the Local Unions.

### **(9.5) Rates for New Jobs**

- (a) When a new job is placed in production and cannot be properly placed in an existing classification, the Company will set up a new classification and a rate of pay for that job. A written notice of the classification, rate of pay, and effective date of the classification and rate of pay will be given to the National Union.
- (b) If the National Union disagrees with the new classification or the rate of pay, the National Union may notify the Company, and the National Union and the Company shall thereafter negotiate the protested classifications or rate of pay. If a rate of pay is negotiated that is higher than the rate established by the Company, the negotiated rate shall be applied retroactively not more than 30 days from the date of settlement.
- (c) If the National Union does not notify the Company, as provided in Subsection (b), the classification and rate of pay shall be deemed to be satisfactory to the National Union and there shall be no appeal thereafter.

### **(9.6) Wage Progression**

- (a) A new employee hired on or after September 24, 2012 shall be hired at the rate of 65% of the straight time hourly wage rate of the classification to which they are assigned.
  - 1st year anniversary date – increase to 69% of the straight time hourly wage rate
  - 2nd year anniversary date – increase to 73% of the straight time hourly wage rate
  - 3rd year anniversary date – increase to 77% of the straight time hourly wage rate
  - 4th year anniversary date – increase to 81% of the straight time hourly wage rate
  - 5th year anniversary date – increase to 85% of the straight time hourly wage rate

## **BENEFITS**

- 6th year anniversary date – increase to 90% of the straight time hourly wage rate
- 7th year anniversary date – increase to 95% of the straight time hourly wage rate
- 8th year anniversary date –employee shall receive straight time hourly wage rate

(b) A probationary employee in a non-skilled trades classification separated due to a reduction in force and who is reinstated at a time which will permit accumulation of ninety (90) days of employment within one (1) year of the date of layoff as a probationary employee or a seniority employee in a non-skilled trades classification whose seniority was broken pursuant to Section (5.3)(a)5 and is rehired shall continue progression to the full base rate of the job classification from the same relative position in the rate range the employee had attained prior to layoff.

(c) Subsections (9.6)(a), (9.6)(b) shall not apply to skilled trades classifications.

(c05, c08, c12, c16, c20)

### **(9.7) Deposit and Statement Distribution**

- (a) The Company agrees to furnish each local Union on a monthly basis a list of employees who have unclaimed pay.
- (b) It is the intent of Management to continue to retain the pay statements of those employees who are absent on their regular pay day until Monday noon of the following week.
- (c) The Company will arrange for an adjustment which will be paid the same day where the shortage equals the equivalent of eight (8) hours or more pay. A pay shortage of 7.9 hours which occurs solely because an employee failed to ring will be included in this procedure. Separate pay rates for skilled and non-skilled employees will be used in determining the adjustment. In the case of those paid Thursday afternoon, the adjustment payment will be made available on Friday. (c96)

**(9.8) Accumulation of Time – Higher Classification**

The Company's practices on accumulating time on higher classifications are as follows:

(a) It is recognized that under certain circumstances it is necessary for employees to be regularly assigned to do work that falls within two or more hourly classifications with different rates of pay. The employee so assigned will be classified on the higher classification provided the employee spends 50% or more of the employee's time on the work of the higher classification. In such cases no reduction in rate will be made for the time worked on the lower classification.

(b) An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for one or more hours of a shift shall be paid at the rate of the higher classification for all hours worked on that shift. The Company has instructed its supervisors to maintain accurate records of time accumulated on higher classifications, and to process for payment any accumulation of such time on a pay period basis. Whenever requested to do so by an employee and, in any event, before submitting the request for payment of accumulated time, the Supervisor will show to the employee the copy of the Hourly Rate Adjustment Notice retained by the Supervisor and permit the employee to copy any information from it.

An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for less than one hour on a shift shall receive the rate of the lower classification for all hours worked on that shift.

(c) A seniority employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification who receives the rate of a higher classification shall be paid the full base rate of the higher classification.

(d) This letter regarding accumulation of time will not be applicable to local plant agreements regarding division of overtime covering classifications paying different

## **BENEFITS**

rates, or to the assignment of Union representatives where such assignment is made for representation.

### **(9.9) Reclassification**

Where an employee has held a particular hourly classification and rate while performing the same job for a period of one (1) or more years, and Management determines that the classification is improper for the job in question, Management may reclassify the job to the appropriate hourly classification, but the employee's rate of pay while assigned or reassigned to that job will not be changed. The proper classification and rate of pay shall apply to any future employee on the job so reclassified. This shall not preclude the Union from protesting the propriety of such reclassifications through the grievance procedure.

### **(9.10) Wage Progression/COLA Fold-In**

For the purposes of administering the new hire provisions of the new Collective Agreement, it was agreed that employees hired prior to the effective date of the new Agreement who are governed by the provisions of Section (9.6) shall have the calculation of their base rate determined on the basis of 70%, 80% or 90%, as the case may be, of the maximum base rate under the current Agreement, except that the cost-of-living allowance fold-in effective September 22, 2008 will not be subject to the reduction to 70%, 80% or 90%, as the case may be, but shall be transferred to base rate without reduction. (n93, c08)

### **(9.11) Inflation Protection Payment**

During negotiations the Company agreed to \$2,000 Inflation Protection Payments in 2021 and 2022 to active and inactive employees hired prior to ratification of the agreement and who performed work for the company in the respective payment year. Inflation Protection Payments will be made prior to the Christmas shut down period in December 2021, and December 2022. Active employees and inactive employees hired on or after the

## **BENEFITS**

ratification of the agreement and who performed work for the Company in the respective payment year will receive the \$2,000 Inflation Protection Payment payable prior to the Christmas shut down period in December 2019.

except for in the first year of employment, in which case, the amount of \$2,000 will be prorated based on the number of full months of completed service, with the first full month being considered the month following the month of the employee's seniority date. Employees who retire in the payment year and who performed work in the payment year will receive the \$2,000 Inflation Protection Payment. (n12, c16, c20)

### **(9.12) Four Percent Lump Sum Payment**

(a) During negotiations, the Company agreed each eligible employee on the active roll and inactive roll shall receive a lump sum payment representing four (4%) percent of such employee's qualified earnings, as defined in paragraph (e), in accordance with the following:

<b>Eligibility Date</b>	<b>Payable During Week Beginning</b>
September 27, 2021	October 18, 2021

(b) An employee, not in a skilled trades classification, shall become eligible for such lump sum payment provided the employee has eight (8) years of completed service as of the eligibility date set forth above.

(c) An employee in a skilled trades classification shall become eligible for such lump sum payment provided the employee has seniority as of the designated eligibility date set forth above. Employees in the skilled trades apprenticeship program are not eligible for the lump sum payment.

(d) An employee's lump sum payment is based on the employee's qualified earnings, as defined in paragraph (e), earned within the fifty-two (52) pay periods immediately

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preceding the pay period in which the designated eligibility date falls.

(e) Qualified earnings are defined as the following payments received by an eligible employee from the company during the period set out in paragraph (d):

- Hourly Base Wage (including overtime, Saturday, Sunday and holiday premiums);
- Shift Premium;
- Vacation and Paid Absence Allowance (PAA);
- Holiday Pay;
- Bereavement Pay; and
- Jury Duty Pay  
(n20)

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### **(10.1) Benefit Exhibits**

The following agreements are incorporated and made a part of this agreement:

Exhibit A. - Supplemental Unemployment Benefit Plan.

Exhibit B. - Income Maintenance Benefit Plan and  
Voluntary Termination of Employment Plan

Exhibit C. - The Life and Disability Insurance Program

Exhibit D. - Relocation Allowance Plan

Exhibit F. - Legal Services Plan

Exhibit G. - The Health Care Program

### **(10.2) Bereavement Pay**

- (a) When death occurs in the employee's family, a seniority employee, on request, will be excused, and after making written application therefor, receive payment for the number of normally scheduled eight (8) hour days of work as indicated below including scheduled Saturdays (exclusive of overtime premium) but excluding non scheduled Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays) within the ten (10) calendar day period immediately following the date of death, provided

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appropriate documentation regarding the death is submitted to the company.

3 Days • stepparent or grandparent, parent, step-parent or grandparent of current spouse, stepchild, grandchild, stepbrother, stepsister, half-brother, half-sister, son-in-law or daughter-in-law.

4 Days • spouse, parent, child, sister or brother (defined as immediate family).

- (b) The employee shall receive Bereavement Pay for the first three (3), or four (4) if applicable, consecutive full working days on which the employee is absent during the period established in Subsection (a).
- (c) Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of overtime premiums but inclusive of shift and seven-day operations premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.
- (d) In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.(c96, c99, c02)

### **(10.3) Jury Duty**

Any employee with seniority who is called to and reports to jury duty (including Coroner's Juries) shall be paid an amount equal to the employee's straight time hourly rate, exclusive of shift, overtime, and any other premiums, on the last day worked multiplied by eight (8) or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work for the Company on the day for which the payment is to be made less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which the employee serves.

In order to receive payment under this Section, an employee must give the Company prior notice that the employee has

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been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which such payment is claimed. Any employee who is called to and reports for an interview or an examination to qualify for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

An otherwise eligible hourly employee who reports for jury duty service in accordance with the direction of the court and who is released by the court early in the day, is not required to return to work on that day to be eligible for jury duty pay for the day.

This Section (10.3) is not applicable to an employee who, without being summoned, volunteers for jury duty. (c99)

### **(10.4) Leave for Union Business - Benefit Level Eligibility**

During the course of negotiations the Union expressed concern about the disparity with respect to the benefit level eligibility of those full time Local Union officers granted a leave for Union Business. After reviewing the matter, the Corporation agreed that those employees, of a plant within the Production and Maintenance Agreement, who have been granted a Leave for Union Business to hold the position of a full-time Local Union Officer will be deemed to hold the higher rated of the last regularly held classification or classification No. 5629 - Electrician.

### **(10.5) Alcoholism and Drug Abuse**

During negotiations the parties reaffirmed their continuing conviction that it is important to provide assistance to employees afflicted with alcohol and drug dependence and to find ways to motivate them to recognize their problem and seek treatment where appropriate. Accordingly, the parties have expressed their mutual wish to continue their progress toward the common goal of achieving an effective alcohol and drug abuse program at Unifor locations.

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While the current FCA-Unifor program has continued to develop and mature, it has become apparent that the most successful local programs are those that have enjoyed the full support of the respective plant managements and Local Unions. That support has led to different approaches to similar problems at the various locations. Difficulties of implementation that exist at one location may not exist at others. Solutions, in part at least, therefore, have to be tailor-made for the location. For example, the proximity or availability of approved treatment facilities, the suitability of places utilized for employee contact, and the prior existence of a union or government-sponsored program are all factors bearing on the success of an alcohol and drug abuse program at the local level.

The foregoing leads us to conclude that our joint endeavor should be to continue to assist local programs in developing methods that will more effectively encourage afflicted employees to seek assistance under the program and that will convince them of the privacy and confidentiality of such assistance. To this end, the National Alcoholism and Drug Abuse Committee, pursuant to the principles and guidelines previously established, will (i) analyze those causes that inhibit and those that foster employee utilization of the program at each location, (ii) establish procedures for the confidential maintenance at each location of records of employees using the program, and (iii) communicate to all locations, when appropriate, those techniques that have proved successful at one or more locations, (iv) co-ordinate and oversee a pilot training program for certification of the Employee Assistance/Substance Abuse Representative and develop an evaluation procedure to measure improved performance as a result of the training, (v) recommend and co-ordinate an in-plant awareness campaign on substance abuse information handouts, posters, etc., and (vi) initiate a four (4) hour drug/alcohol awareness training for union representatives and supervisors conducted by the in plant Employee Assistance/Substance Abuse Representative.

Representation on the National Committee shall be two (2) Management and two (2) Union members and shall meet

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twice each year. The National Committee will also continue to periodically review local programs to assist local management and local shop committees concerned with alcohol and drug abuse problems who believe they are experiencing difficulty in attaining program effectiveness.

Our experience under this program thus far shows that an effective company-wide program requires the full cooperation of management and Union alike. The joint efforts necessary to provide assistance to afflicted employees may, however, be complicated by many factors such as multi-shift operations, plant location and population, in-plant facility available for employee contact, plant layout, and the need for privacy. We mutually endorse reasonable and practical resolution to these problems where they exist.

Finally, the success that already has been achieved under the program indicates the commitment that both the Company and Unifor have toward helping employees with problems of alcohol and drug dependence. We will continue to monitor and assist with local program activities to assure the continued success and improvement of this FCA-Unifor program.

### **(10.6) Child Care**

During the current negotiations the parties discussed the continuation of the Child Care benefit for Unifor represented employees covered by the Agreements. It was agreed employees hired on or after September 24, 2012 will not be eligible for this benefit until they acquire one year of seniority.

Effective September 28th, 2020, the company will:

- Provide a subsidy of \$16.00 per full day of childcare for dependent children, age 0 through 6 but not after August 31 of the year in which age 6 is attained, that is:
- Licensed under the Day Nurseries Act
- Registered as a For-Profit regulated and registered, non-profit or co-operative
- For half day care, the company will provide a subsidy of \$9.00 per day.

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- The subsidy will be extended to cover dependent children between the ages of 3 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of before-school, after-school, or both before and after-school care (maximum \$9.00 per day).
- The benefit will apply equally to all licensed For-Profit regulated and registered, non-profit childcare centres and services, including licensed in-home care.
- The benefits will be capped at annual maximum of \$3000.00 per year, per eligible child. Additionally, this subsidy can be coordinated between represented FCA Canada employees. If an eligible employee passes away while covered by this child care benefit, this benefit will be provided to the surviving spouse and eligible dependents. Coverage will continue for the same length of time as survivor coverage under the HSMDDV benefit.
- Details of the administration of this program will be developed by the company.
- In no circumstance would the company pay more than 50%.
- The National Union will work with existing licensed non-profit childcare centres and the services in an effort to extend their service to Unifor members, such as for extended hours to cover shift work. (n96)(c02)(c05)(c16)(c20)

### **(10.7) Legal Services**

The Union has requested in negotiations that the Company continue to provide additional financing of the Legal Services Plan in the event that the current financing arrangement is insufficient.

Notwithstanding item (c) of the appropriate Memorandum of Understanding covering Special Contingency Fund (SCF), the parties agree that for any month that regular Company contributions to the Legal Services Plan are insufficient to pay benefits, any shortfall will be provided from the accrual in the SCF, to the extent available. An equal amount will be deducted from the accrued balance in the applicable SCF. (c99, c02)

**(10.8) Eligibility to Apply for FCA Scholarship**

During the current negotiations the parties discussed the eligibility for the children of FCA Canada employees on Unifor Union leaves of absence to make application to the FCA Scholarship Program.

The Company agreed that their children will be eligible to apply for such scholarships. (c99, c02)

**(10.9) Employee-Retiree New Vehicle Purchase Program**

This will confirm my advice to you that FCA intends to continue the FCA Employee-Retiree New Vehicle Purchase Program for employees with at least ninety (90) days of continuous service, employees on approved leaves of absence, retirees under a FCA-Unifor Pension Plan, surviving spouses of eligible employees-retirees, and dependents of eligible employees-retirees living at the same address, as well as non-dependent sons and daughters of eligible employees-retirees.

Under the present program, the dealer, selected by the employee, will bill the employee at the Special Employees' Price.

In continuing to make the New Vehicle Purchase Program available, it is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

We appreciate the efforts of Unifor to encourage employees to purchase FCA products.

**(10.10) FCA Product Programs**

During recent contract negotiations the Union expressed an interest in developing greater employee participation in the

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use of Company products. We advised you that there are a number of various programs currently in effect allowing for discounts of FCA products for our hourly employees and retirees from the hourly roll. The following programs are available to such employees at this time.

- a. New Vehicle Purchase Program
- b. FCA Owned Used Vehicles

In the event the Company introduces any new discount plan that is applicable to general salaried personnel for new or used products, it will be our intention to develop uniform eligibility rules that will be applicable to hourly personnel.

### **(10.11) Job Counselling and Placement Assistance Program**

During these negotiations the parties discussed the job counseling and job placement assistance needs of employees permanently laid off as a result of a plant closing or where the parties determine the indefinite layoff appears to be permanent. These discussions resulted in the parties acknowledging their mutual responsibilities to assist such employees in their efforts to secure suitable alternate employment. Accordingly, it was agreed that in those instances, if any, where employees are permanently laid off as a result of a plant closing or where the parties determine the indefinite layoff appears to be permanent, the parties will jointly develop, in co-operation with applicable Federal and, or, Provincial agencies a program designed to help them secure alternate employment.

In the event of plant closure or where the parties determine the indefinite layoff appears to be permanent, the Company agrees to the establishment of an equipped in-plant Action Centre to be staffed by the full time union Coordinator. The in-plant Coordinator will be appointed by the Local Chairperson from the in-plant representation.

The joint adjustment committee after receiving three (3) days of training will function to (a) seek government financial assistance (b) conduct individual one (1) hour needs assessments (c) direct employees to the appropriate

government agency as determined by the needs assessment.

Near the end of employment, employees will be offered eight (8) hours of counseling/training. (c02)

**(10.12) Pension-SIB**

The surviving spouses of employees who elect to take a lump sum pension payment in accordance with the Ontario Pension Benefits Act, are eligible for a residual monthly pension benefit and would otherwise meet the eligibility requirements for Transition and/or Bridge Benefits under the Group Life and Disability Insurance Program, will be given the option to choose which benefit to receive. Such surviving spouses who choose to receive benefits under the Insurance Program will become eligible again to receive the pension benefit following the exhaustion of eligibility for insurance benefits.

**(10.13) Joint Letter of Public Pension Policy Guarantees**

FCA Canada recognizes the importance of contributing to the lifetime income security of its long-term employees as evidenced by the high quality of the pension program it sponsors.

The ability of employers to offer and fund these programs is affected by a number of factors. The long term financial strength of the employer is crucially important. Broader financial market developments impact both the cost and the risk of pension programs. And broader public policy also impacts on the effectiveness and sustainability of these programs.

As FCA Canada and Unifor continue their joint efforts to negotiate programs providing retirement benefits for our employees and members, we also believe there is a need for Canada's broader pension policies to evolve to better support these programs.

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Our employer-sponsored pension benefits, together with benefits paid by the public pension system including CPP and OAS benefits, have the goal of providing adequate combined income levels during retirement. This requires that public pensions provide an essential foundation upon which employer-sponsored plans can be built.

Over time, however, those public benefits have provided a diminishing share of income replacement for many Canadian retirees, including Unifor members. In the future, policy-makers should aim to reverse this relative erosion in public pension benefits. This will enhance the retirement security of millions of Canadian workers, and will also enhance the ability of employer-sponsored plans to more effectively reach desired income replacement targets.

The regulatory system governing employer-sponsored pension funds is another factor influencing both the cost and accessibility of defined benefit plan coverage. Regulations governing the provision of defined benefit plans should facilitate the efforts of plan sponsors to provide promised benefits to retirees. Pension funding is highly sensitive to changes in financial markets and interest rates.

To assist the sponsors of defined benefit plans in meeting these challenges, pension funding rules should reflect an appropriate balance between ensuring the long-run viability and security of these plans, and reducing the financial burden associated with providing such plans. Governments must also play direct role in stabilizing the defined benefit pension system by providing a financial backstop, in appropriate circumstances, in the form of an effective and meaningful guarantee system for pension benefits.

Employers providing pension benefits have the primary responsibility for ensuring that their plans are adequately funded, and pension regulations should continue to reflect this. But in instances of dramatic financial turbulence, and/or serious problems in the financial viability of plan sponsors, it is essential both to the income security of plan participants and to the credibility and sustainability of our country's

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overall pension system that benefits under employer-sponsored defined benefit plans are backed by an effective and adequate guarantee system.

The guarantee system should be funded in a manner which does not place an undue burden on plan sponsors who meet their funding obligations.

We believe that appropriate levels of public pension benefits, coupled with a viable guarantee system, can be constructed in an efficient manner without undue burden on plan sponsors, participants, or taxpayers. We believe these essential elements would greatly enhance our joint efforts to provide for a healthy and secure retirement income for our employees and members. (n05)

### **(10.15) Pension Benefit Reduction**

The parties agree that if any employee's total pension benefit is reduced because of the application of Section 3 of Article IV ("Maximum allowable lifetime pension for employees retiring after December 31, 1991") or of Section 5 of Article VII ("Maximum allowable temporary pension for employees retiring after December 31, 1991"), or of Section 6 of Article VII ("Maximum allowable total benefits for employees retiring after December 31, 1991"), then the Company agrees to pay to such employee an equivalent pension from general revenues so long as the commuted value of that pension exceeds 2% of the YMPE at the time of retirement. When the commuted value is 2% or less of the YMPE at the time of retirement, the retired employee will be paid the value as a lump sum. Any other reductions in pension due to regulatory requirements shall continue to be paid as a lump sum at retirement or death, whichever is applicable.

The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), subject to Canada Revenue Agency regulations.

The determination of the commuted value of the reductions shall be made at the time the employee's seniority ceases

## **BENEFITS**

using the calculation basis specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans. (effective September 1, 1993). (c99)

### **(10.16) E.I. Premium Rebate**

This will confirm our understanding first reached during the 1990 negotiations concerning the sharing of the Employment Insurance premium reduction allowed employers with qualified wage loss replacement plans.

The parties recognize that the Employment Insurance premium reduction may be passed on to employees as a group either in the form of a cash rebate or in the form of employee benefits.

It was agreed that effective with the first pay period ending in January 1991, and continuing through the term of this Agreement, the Company will cease sharing the premium reduction with employees in the form of a cash rebate and will instead apply the employee's share of the Employment Insurance premium reduction to improvements in current benefits or to provide new benefits. (n90)

### **(10.17) Annual Benefits Meeting**

This will extend our understanding reached during negotiations concerning annual benefits meetings for Union and Company Benefit Representatives.

It was agreed that the meetings will be mainly for educational purposes to improve the knowledge and proficiency of the Benefit Representatives.

Topics to be covered will include, but will not be limited to, administrative issues, new legislation, plan experience, representative education, and new or updated procedures as they affect the negotiated benefits.

The National Union, the Health Care Committee (Benefits Representatives), and the Company will jointly determine

## **BENEFITS**

review the agenda items and make necessary recommendations, as well as attend and participate in the annual meeting.

The Company has agreed to provide pay for lost time (up to twenty-four (24) hours base pay rate plus COLA) to Union Benefit Representatives while in attendance at one or more of the scheduled meetings each year. The employee who has been designated as the regular replacement for the Union Benefit Representative may be activated for the day the Benefit Representative attends the annual benefit meeting. (n90, c02, c20)

### **(10.18) Social Justice Fund**

1. During the current negotiations, the parties discussed the continuation of the Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

Subject to the following conditions, the Company will make quarterly contributions to the Social Justice Fund equal to six cents (6¢) for each hour worked in the preceding thirteen (13) week period. These contributions will be made available from the Special Contingency Fund.

<b>Hours Worked</b>	<b>Payment Date</b>
09/21/20 - 12/27/20	01/29/21
12/28/20 - 03/28/21	04/30/21
03/29/21 - 06/27/21	07/30/21
06/28/21 - 09/26/21	10/29/21
09/27/21 - 12/26/21	01/31/22
12/27/21 - 03/27/22	04/29/22
03/28/22 - 06/26/22	07/29/22
06/27/22 - 09/25/22	10/31/22
09/26/22 - 12/25/22	01/31/23
12/26/22 - 03/26/23	04/28/23
03/27/23 - 06/25/23	07/31/23
06/26/23 - 09/24/23	10/31/23

The Company will make these quarterly payments provided that:

- (a) the Union operates the fund as a non-profit company under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the company in proper legal standing and that all requirements of the Act are met;
- (b) the Union operates the non-profit company as a registered charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (c) the Union obtains and maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit company are tax deductible;
- (d) at all times, the objects, by-laws and resolutions of this non-profit company limit it to making only the following types of financial contributions:
  - (i) contributions to other Canadian charities that are registered under the Income Tax Act,
  - (ii) contributions to international relief efforts that are considered reasonable and which do not hinder the non-profit company's ability to maintain its status as a registered charity, in good standing under the Income Tax Act;
  - (iii) contributions to any Canadian or international non-partisan relief efforts to which other Canadian registered charities are also making financial contributions.

It is agreed by the parties that the Company will pay each quarterly contribution as set forth above, as long as the requirements of points (a) to (d) above continue to be met by the Union.

2. In addition, the Company has also agreed to contribute \$250,000 per year to the Unifor Local 444 Social Justice Fund during the term of the Agreement. These payments will be contingent upon compliance to (1)(a), (1)(c) and (1)(d) of this letter. (c96, c99, c02, c05, c08, c12, c16, c20)

**(10.19) Maternity, Parental, Adoption, Family Medical, and Critically Ill Child Care Leaves**

During the course of negotiations the parties discussed the Union's proposal to pay maternity, parental and adoption leaves from a Supplemental Unemployment Benefit (SUB) Fund as a top-up to Employment Insurance Benefits. The Company agrees to provide a maternity leave allowance which will provide seniority employees with up to 16 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 75% of Weekly Straight Time Pay provided that the employee has been in active service in the Bargaining Unit within one (1) year of the commencement of their maternity leave of absence. In addition, the Company will also provide parental and adoption leave allowances which will provide seniority employees with 35 weeks of benefits, or for duration of the leave, if shorter, at 65% of Weekly Straight Time Pay less Employment Insurance Benefits.

The parties agree that the adoption leave allowance will be at 75% of Weekly Straight Time Pay less Employment Insurance benefits for up to 16 weeks if Employment Insurance adoption leave benefits are modified to equate with maternity leave benefits.

Eligibility for Family Medical or Critically Ill Child Care leaves of absence shall be in accordance with any Employment Standards Act (ESA), 2000. For Family Medical leaves of absence commencing on or after January 1, 2017, the Company agrees to provide a Family Medical leave allowance which will provide seniority employees with up to 26 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 65% of Weekly Straight Time Pay provided that the employee has been in active service in the Bargaining Unit within one (1) year of the commencement of the leave of absence, and they are in receipt of Employment Insurance benefits.

## **BENEFITS**

For Critically Ill Child Care leaves of absence commencing on or after January 1, 2017, the Company agrees to provide a Family Medical leave allowance which will provide seniority employees with up to 37 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 65% of Weekly Straight Time Pay provided that the employee has at least 6 months service with the Company at the commencement of the leave of absence, and they are in receipt of Employment Insurance benefits.

(n96, c02, c05, c16)

### **(10.20) Resolution of Disputes - Benefits Plans and Pension Agreement**

No matter respecting the provisions of the plans or agreements referenced in P&M Agreement Section (10.1) the Company and Unifor, shall be subject to the grievance procedure established under this agreement, and in the event of a conflict between the provisions of the benefit plans or agreements so listed and this collective agreement, the provisions of the listed benefit plans or agreements shall prevail. (n96)

### **(10.21) Memorandum of Understanding Special Contingency Fund**

The Company and Union agree that:

- (a) The Special Contingency (SC) Fund will be continued during the term of this Collective Agreement.
- (b) Such SC Fund will equal an accrual by the Company of \$2.60 per overtime hour worked by all covered employees in excess of five percent (5%) of straight time hours worked by such covered employees for all pay periods commencing after the effective date of this Agreement.
- (c) During the term of this Collective Agreement, the SC Fund will be utilized only in support of the following plans and programs: (i) the Supplemental Unemployment Benefit (SUB) Plan, (ii) the Legal Services Plan, (iii) Child Care programs, (iv) the Unifor

## **BENEFITS**

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- Leadership Training Program (P.E.L.), (v) research, leadership and development activities of the Union, (vi) programs covered under the National Training Committee Letter (16.1), (vii) Retiree Fund, (viii) a Skilled Trades Fund, (ix) a Dependent Scholarship Fund, and (x) Social Justice Fund. At any point in time the Special Contingency Fund Balance shall be equal to the cumulative accrual calculated in Section (b) above, less the cumulative utilization calculated in this Section (c). The cumulative accrual and utilization shall include balances carried forward from prior Agreements.
- (d) The use of the SC Fund for SUB funding will be determined solely by the amount of the Credit Unit Cancellation Base (CUCB) as determined from time to time under the SUB Plan for the purpose of determining the cancellation rate of Credit Units on the payment of Regular Benefits under the SUB Plan. In the event that such CUCB amount otherwise would fall below the applicable amount that would require an increased Credit Unit cancellation rate from 3.33 to 5 Units for Employees with 1 but less than 5 Years of Continuous Service the Company will make weekly contributions to the SUB Fund from the balance of the SC Fund. Such additional contribution amount from the SC Fund would be an amount that, together with the amount of regular Company contributions to the SUB Fund that week, would be sufficient to pay all SUB Benefits then due and payable and still keep such CUCB from falling below the amount requiring the increased cancellation rate described above. At any time the balance of the SC Fund is exhausted, the regular provisions of the SUB Plan would apply.
- (e) Funding for the above mentioned plans and programs will be determined as follows:
- (i) funding for SUB purposes will be made available pursuant to Section (d) above,
  - (ii) funding for the Legal Services Plan in an amount sufficient for the administration of and the provision of benefits required under the Legal Services Plan,

## **BENEFITS**

- (iii) funding for the Unifor Leadership Training Program (P.E.L.) will be provided in the amount of fourteen cents \$0.14 per hour worked,
- (iv) funding for research, leadership and development activities of the Union will be provided in the amount of five cents \$0.05 per hour worked, funding for programs and activities of the National Training Committee will be provided pursuant to Letter (16.1),
- (v) funding in support of educational and awareness programs for retired workers. Accordingly, the parties agreed that arrangements will be made to finance these programs by using available funds from the Special Contingency Fund in the amount of up to three cents (\$0.03) per hour worked during the term of this Agreement,
- (vi) funding in support of core programs for development of skilled trades employees, pre-apprenticeship courses and programs related to new technology, all of which will facilitate the change needed to maintain a flexible and progressive skilled trades workforce. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to five cents (\$0.05) per hour worked during the term of this Agreement,
- (vii) funding for Dependant Scholarship will be provided in the amount of \$1,300 per year to eligible dependants of active employees enrolled in an accredited Canadian University/Community College,
- (viii) funding for the Social Justice fund will be provided in the amount of six cents (\$0.06) per hour worked,
- (ix) funding for the Medical Awareness Program. The parties discussed the Medical Awareness Program and the importance of educating seniors regarding the potential health problems associated with the misuse of prescriptions drugs. In recognition of the merits of this program the Company will provide up

## **BENEFITS**

to \$150,000 from the Special Contingency Fund during the term of this Agreement.

- (f) The parties agree that funding for the Paid Education Leave (PEL) Fund, Research, Leadership and Development (R.L.&D.) Fund, Retiree Fund, Skilled Trades Fund and Social Justice Fund (SJF) will be subject to a \$4,500,000 minimum for contributions generated in 2020, 2021, and 2022.
- (g) The parties agree that in the event that the SC Fund Balance is insufficient to provide funding for the above mentioned plans and programs as required in Section (e), the amount of required funding in excess of the SC Fund Balance will be recovered as an offset against future SC accruals.
- (h) As of the end of this Collective Agreement period, the parties would negotiate the usage of any balance then remaining in the Special Contingency Fund. (c96, c99, c02, c05, c20)

### **(10.22) SCF Exclusion for AWS Operations**

During the course of current negotiations, the parties discussed the exclusion of overtime penalties for a plant that implements an AWS schedule. Consequently, it was agreed that a formula be developed to determine the overtime penalty that will be excluded, as follows:

On the first day of the month following the commencement of an Alternate Work Schedule (AWS) the Special Contingency Fund (SCF) accrual will be adjusted based on the following steps:

- Step 1: The affected plant's monthly SCF excess hours will be calculated for each of the immediately preceding 12 months.
- Step 2: A monthly average excess hours will be determined for the affected plant.
- Step 3: For each full month of AWS operation, a plant specific excess hour amount will be calculated.
- Step 4: For months in which the excess hours calculated in Step 3 exceeds the average penalty calculated in Step 2, the P&M SCF accrual will be reduced by

## **BENEFITS**

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the difference between the amount calculated in Steps 2 and 3 multiplied by the current SCF penalty. (n93)

### **(10.23) Employee Family Assistance Program**

During these negotiations, the Company agreed to pay short-term family counseling for employees, eligible dependents of employees, retirees, and the eligible dependents of retirees, who require counseling as a result of addiction to alcohol, other drugs, or gambling to a maximum of \$700,000 during the term of the Collective Agreement.

Following negotiations the Union and Company will develop guidelines and administrative policy for this program including but not limited to: selection of authorized family counselors, and structure for participant referral.  
(n99, c02,c16)

### **(10.24) Substance Abuse Facility Charges**

This will confirm our understanding reached during these negotiations with respect to employees, the employees' dependents or retired employees receiving services through approved residential substance abuse treatment facilities.

The Company shall make arrangements to provide coverage for the payment of direct treatment related program charges levied on an employee and the employee's dependents or retired employee who is under treatment for substance abuse in a residential substance abuse treatment facility which has been approved by the Company Medical Director. Should the approved facility provide non-residential treatment programs and it is determined by the Company Medical Director that the employee is a suitable candidate for such treatment, arrangements will be made for the payment of the non-residential program charge in lieu of a residential treatment program.

Benefits will be provided under such coverage only for the employee, the employee's dependents, or retired employee who are actively involved in the Substance Abuse Program

## **BENEFITS**

and are admitted to a treatment facility on the recommendation of the Company Medical Director.

The payment of such benefits will be contingent upon the employee's, the employee's dependents, or retired employee's successful completion of required treatment.

For the purposes of definition, an employee's dependents as referred to above, shall be those dependent children and spouse specified in Section III. of Exhibit G to the Collective Bargaining Agreement. (c02)

### **(10.25) Dependent Children Scholarship Program**

For employees hired prior to September 24, 2012:, the program will reimburse up to \$1,300.00 per year from the Special Contingency Fund, to eligible children of active employees enrolled in an accredited Canadian or American university or community college. Effective September 28, 2020, this program will also cover certificate programs at any accredited Canadian or American university or community college. This plan will include dependent children of retirees and surviving spouses. This plan may be coordinated between two represented bargaining unit employees.

For employees hired on or after September 24, 2012: will be eligible for this Dependent Scholarship program the first day of the month following their completion of eight (8) years of service. (c99, c02, c05, c12, c16, c20)

### **(10.26) Financial Programs Package**

The Company will provide a group savings plan for employees including:

- Registered Retirement Savings Plan (RRSP),
- Spousal RRSP,
- Non-registered Savings Plan, and
- Either a group or individual Registered Education Savings Plan (RESP).

A provider will be selected with the intent of implementing the program by June 1, 2003.

## **BENEFITS**

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Employee participation in the plan is voluntary and opportunity will be provided for employees to participate in the plan with arrangements for deposits through weekly payroll, Christmas Bonus, and Payment in Lieu of Vacation.

The Company will pay for the cost of implementation, communication, and administration of the plan. Each employee will be responsible for investment management fees, transaction fees, transfer fees, and any other such fees as they relate to the individual's plan participation and accounts. (n02)

**LEAVE OF ABSENCE**

**(11.1) Leave for Good Cause**

- (a) Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal reasons, personal illness or accident, death or serious illness in the immediate family, pregnancy, adoption, jury duty, military reserve training and elective or appointive public office, and such leaves may be extended for like cause.
- (b) A leave of absence may be granted for a period not to exceed one hundred twenty (120) days if required for the purpose of traveling to a foreign country or 150 days for the purpose of family distress.
- (c) A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this Subsection (c) and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted the employee as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.
- (d) A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with a credit union chartered by a provincial or the federal government to service primarily FCA Canada employees. Such a leave may be extended for additional periods not to exceed one (1) year each.

## **LEAVE OF ABSENCE**

- (e) Applications for leaves of absence by skilled trades employees to participate in international or Canadian relief programs/agencies will be considered.
- (f) An employee having seniority who is elected or selected for a full-time public office which takes him/her from their employment with the company will, upon written request, receive a temporary leave of absence for the term of such office, and upon their return will be reinstated at work consistent with their seniority in the classification and department in which they was engaged last prior to their leave of absence, and such leaves may be extended for like cause.
- (g) It is understood that leaves of absence granted under this Section (11.1) shall be granted only where the requirements of the plant permit and replacement employees are available. (c99, c02, c05)

### **(11.2) Leave for Union Business**

- (a) An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the National Union, or (iii) appointed, selected, or elected by the Union to the Staff of the Canadian Labour Congress, or to the Staff of a Provincial, County, City or Regional C.L.C. Council, or Ontario Federation of Labour, or as delegates to Union conventions, shall at the written request of the Union receive temporary leaves of absence for periods not to exceed three (3) years or the term of office, whichever is shorter.
- (b) An employee appointed to a position identified as one of a labour member of a government agency shall at the written request of the Union receive a leave of absence for a period of not more than three (3) years.
- (c) A leave of absence may be granted to an employee for other union activities upon the written request of the National Union to the Manager of Labour Relations of the Company.
- (d) Upon return from any such leave of absence, the employee shall be re-employed at work generally similar to that which the employee did last prior to the leave of

## **LEAVE OF ABSENCE**

absence and with seniority accumulated throughout said leave of absence. (c02)

### **(11.3) Military Active Reserve Duty**

The parties discussed compensation for employees serving Canada on a military or active reserve duty leave of absence, pursuant to Section 11.1. The parties agreed that during the term of the agreement employees are eligible to receive their base weekly earnings (40 hours) minus any military pay received for the same period for up to a maximum twelve (12) month period following the date their active duty begins.

Health care (including dental) and Group Life benefits will continue to the end of the month following the twelve (12) month period which commences on the employee's first day of active duty.

Optional Insurance Programs will continue until the end of the month in which the last payroll deduction occurs. Thereafter the employee may continue the coverage by paying the applicable premiums directly to the carrier.

Employees are required to submit to their local Human Resources representative a statement of earnings from the military as soon as practicable (n05).

**HOLIDAY PAY****(12.1) Holidays Designated**

The holidays are designated as:

October 12, 2020	Thanksgiving Day
November 13, 2020	Remembrance Day*
December 24, 2020	)
December 25, 2020	)
December 28, 2020	) Christmas
December 29, 2020	) Holiday
December 30, 2020	) Period
December 31, 2020	) Period
January 1, 2021	)
April 2, 2021	Good Friday
April 5, 2021	Monday after Easter
May 21, 2021	Friday before Victoria Day
May 24, 2021	Victoria Day
July 2, 2021	Canada Day
September 3, 2021	Friday before Labour Day
September 6, 2021	Labour Day
October 11, 2021	Thanksgiving Day
November 12, 2021	Remembrance Day*
December 24, 2021	)
December 27, 2021	)
December 28, 2021	) Christmas
December 29, 2021	) Holiday
December 30, 2021	) Period
December 31, 2021	)
April 15, 2022	Good Friday
April 18, 2022	Monday after Easter
May 20, 2022	Friday before Victoria Day
May 23, 2022	Victoria Day
July 1, 2022	Canada Day
September 2, 2022	Friday before Labour Day
September 5, 2022	Labour Day
October 10, 2022	Thanksgiving Day
November 11, 2022	Remembrance Day*

## HOLIDAY PAY

December 26, 2022	)	
December 27, 2022	)	Christmas
December 28, 2022	)	Holiday
December 29, 2022	)	Period
December 30, 2022	)	
January 2, 2023	)	
April 7, 2023		Good Friday
April 10, 2023		Monday after Easter
May 19, 2023		Friday before Victoria Day
May 22, 2023		Victoria Day
June 30, 2023		Canada Day
September 1, 2023		Friday before Labour Day
September 4, 2023		Labour Day

\* Brampton employees will not observe the November 13, 2020, November 12, 2021, November 11, 2022 holidays but instead will observe the October 9, 2020, October 8, 2021, and October 7, 2022 holidays.

\* Etobicoke employees will not observe the November 13, 2020, November 12, 2021, November 11, 2022 holidays but instead will observe the August 2, 2021, August 1, 2022, and August 7, 2023 holidays.

When a holiday defined in Section (12.1) occurs in a week of a plant's scheduled vacation shutdown, holiday pay for eligible employees will not be paid. Each employee will be canvassed and a mutually satisfactory alternative date will be determined for each employee to take time off with pay. Arrangements will be made to pay eligible employees the holiday pay to which they are entitled at that time.

In the event that a province or subdivision thereof either by law or declaration having the force of law requires a plant closing in observance of a holiday: (i) which is not a designated holiday in this Section, such provincial or local holiday shall be observed by the affected plant in lieu of whichever one of the holidays designated herein the parties to the Agreement shall select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected plant on the date the plant is

## **HOLIDAY PAY**

required to close in lieu of the date specified herein. (c05, c08, c12, c16, c20)

### **(12.2) Eligibility**

An employee will be paid for eight hours at the employee's regular straight time hourly rate inclusive of shift premium, but exclusive of overtime premium for the designated holidays provided the employee meets all of the following eligibility rules unless otherwise provided herein:

- (a) The employee has seniority as of the date of the holiday,
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- (c) The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the scheduled workweek. An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled workweek, but not both, shall be deemed to have met the requirements of this Paragraph (c); except that in the case of holidays which fall in the holiday period starting December 24 through the following January 1 the employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday period, regardless of the workweek in which the scheduled working days fall.
- (d) Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 26, 2020

Sunday, December 27, 2020

Saturday, January 2, 2021

Sunday, January 3, 2021

Saturday, December 25, 2021

Sunday, December 26, 2021

Saturday, January 1, 2022

Sunday, January 2, 2022

## **HOLIDAY PAY**

Saturday, December 24, 2022

Sunday, December 25, 2022

Saturday, December 31, 2022

Sunday, January 1, 2023

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday. (c05, c08, c12, c16, c20)

### **(12.3) Employees Laid Off or Going on Sick Leave**

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to or during the week in which the holiday falls, shall receive pay for such holiday, except that an employee on sick leave and in receipt of Workers' Compensation benefits for such holiday shall not qualify for the holiday.

### **(12.4) Employees Returning from Layoff or Leave of Absence**

When an eligible employee is on layoff or on approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, the employee shall be eligible for pay for that holiday.

### **(12.5) Holidays Falling on Saturday or Sunday**

- (a) When a holiday falls on Saturday or Sunday, eligible employees shall receive holiday pay provided they qualify under Subsection (c) of Section (12.2).
- (b) When any of the holidays designated in Section (12.1) falls on Sunday and the day following is observed as a holiday by the Provincial or the Federal Government, such day shall be paid as the holiday.

**(12.6) Employees on Leave of Absence for Jury**

**Duty or Vacation**

When any of the holidays designated in Section (12.1) falls within an approved leave of absence for vacation under the established vacation plan and the employee's absence from work is attributable to such absence, the employee shall receive pay for such holiday.

When any of the holidays designated in Section (12.1) falls within the employee's approved leave of absence for jury duty and the employee's absence from work that day is attributable to the employee's serving on jury duty, the employee shall receive pay for such holiday and retain the daily jury duty fee paid the employee by the court in which the employee serves.

**(12.7) Holiday Pay – Christmas Holiday Period**

- (a) A seniority employee who requests and is granted a vacation leave of absence which includes the last scheduled working day prior to a Christmas Holiday Period and who also requests and is granted a vacation leave of absence which includes the first scheduled working day after such Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas Holiday Period.
- (b) A seniority employee excused by said employee's Supervisor from work on the last scheduled working day prior to or on the next scheduled working day after a Christmas Holiday Period, or both, shall, if otherwise eligible, receive pay for the holidays which fall in that Christmas Holiday Period.
- (c) A seniority employee on sick leave of absence who is released by said employee's doctor to return to work during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period falling on and after the date the employee notifies the plant of the employee's availability for work and, provided further, that the employee presents satisfactory medical evidence of the

## **HOLIDAY PAY**

employee's availability to work on such day upon the employee's return to work.

- (d) A seniority employee on a personal leave of absence which expires during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period which fall (1) on or after the expiration date of such leave or (2) on and after the date the employee notifies the employee's plant of the employee's availability for work, whichever is later.
- (e) A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for pay for two (2) of the holidays in the Christmas Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.

### **(12.8) Holiday Pay – Temporary Layoff**

A seniority employee who is temporarily or indefinitely laid off during the fourth work week prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked the employee's last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh work week prior to a week in which one or more of the holidays in the Christmas holiday period falls and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas holiday period. An employee temporarily laid off shall receive pay for such holidays following the employee's return to work from such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas holiday period. (c96)

### **(12.9) P.A.A./Absence with Permission and Holiday Pay Eligibility**

An employee who requests and is granted Paid Absence Allowance for the balance of a week in which a regular paid

## **HOLIDAY PAY**

holiday falls will be deemed to meet the requirements of Section (12.2) of the Agreement. This will apply only where the employee has sufficient Paid Absence Allowance available to blank out the entire week except for the holiday.

In the circumstance where an employee does not have sufficient P.A.A. to blank out the week of the holiday the employee will be deemed to satisfy the requirements of this Section if the employee is granted a minimum of twenty-four (24) hours P.A.A. which together with excused absence does enable the employee to blank out the week of the holiday. A seniority employee who requests and is granted Absence with Permission (AP) will be deemed to meet the requirements of Section (12.2) of the Agreement provided all of the following:

- The employee must be excused by management for all of the scheduled working days in the week in which the holiday is scheduled.
- The week prior to and the week following such holiday must be scheduled work weeks,
- The employee must have worked the last scheduled working day in the week prior to and the first scheduled working day in the week following such holiday. (c96)

### **(12.10) Return to Work on a Friday Holiday**

Under the normal holiday pay and sickness and accident benefit rules an employee on sick leave who is cleared on Thursday by the employee's doctor and the Company medical officer as able to return to work on a Friday holiday may not qualify for either holiday pay or sickness and accident benefits. Such an employee will be deemed to qualify for holiday pay if otherwise eligible.

### **(12.11) Holiday Pay While Attending Uniform Leadership Training Program**

When a designated holiday as provided in Section (12.1) occurs during an approved leave of absence for attendance

## **HOLIDAY PAY**

in the Unifor Leadership Training Program, the employee will qualify for holiday pay.

### **(12.12) Seven-Day Operations**

Employees working on operations which are normally classified as seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; provided, however, that if such employees work on a holiday which falls on their scheduled day of work when such employees are scheduled to work on a holiday and do work, they shall not receive holiday pay under this procedure but shall be paid for time worked in accordance with Section (8.6).

### **(12.13) Failure to Report for Holiday Work**

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive holiday pay.

### **(12.14) Probationary P&M Employees Formerly On Salary**

In the past the Union has expressed its concern regarding long service salaried employees of the Company who do not qualify for holiday pay after being hired into an hourly Production and Maintenance bargaining unit because they had not acquired seniority in such unit on the date of the holiday.

In the event such situation should occur, a Representative of the National Union may discuss the matter with the Director of Labour Relations of FCA Canada.

### **(12.15) T.P.T. Employees - Holiday Pay**

During these negotiations the parties have discussed the eligibility of temporary part-time employees for holiday pay.

The Company has indicated that should the Union identify specific cases where a TPT can show a history of being scheduled to work on a particular day on which a holiday has fallen but has not qualified for holiday pay because the employee did not work the required day in the previous workweek, the Company would review these cases with a view to providing payment.

The Company and the Union have agreed to meet during the course of the new Agreement to review the holiday qualifications provisions of the TPT program.

Also, with respect to the holidays in the Christmas holiday week, a TPT employee will be deemed to have met the requirement of working within the scheduled workweek if said TPT employee works the employee's next scheduled working day in the workweek following the Christmas holiday week.

### **(12.16) Holiday Pay & Disciplinary Layoff**

During the current negotiations, the parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To insure uniformity between plant locations in the administration of discipline in such situations, the Company advised the Union that, as a matter of policy as of the effective date of the new Agreement, loss of holiday pay would not be included as part of disciplinary layoff penalty assessed.

**VACATION and PAA****(13.1) Schedule and Notice**

It is agreed that the vacation shall be granted within the months of July and/or August and notice of the vacation period shall be posted not later than March 15th in each year for all plants covered under this agreement with the exclusion of Etobicoke Casting and prior to that date the parties will discuss whether the vacation period for such a year shall be one (1) week or two (2) weeks (c05).

**(13.2) Payment Schedules**

- (a) On June 30 of each year the Company will establish basic payment in lieu of vacation with pay and provide a paid absence allowance to eligible hourly employees who have worked for at least 26 pay periods in the vacation eligibility year (the year including the pay period in which May 31 occurs and the preceding 51 pay periods) as follows:

Employees hired prior to September 24, 2012 the following table applies:

<b>Seniority on June 30 of the Vacation Eligibility Year</b>	<b>Basic Payment in Lieu of Vacation With Pay</b>	<b>Paid Absence Allowance</b>
1 but less than 2 years	80 hours	0 hours
2 but less than 3 years	88 hours	0 hours
3 but less than 5 years	60 hours	80 hours
5 but less than 10 years	80 hours	80 hours
10 but less than 15 years	100 hours	80 hours
15 but less than 20 years	120 hours	80 hours
20 years or more	160 hours	80 hours

## **VACATION and PAA**

Employees hired on or after September 24, 2012 the following table applies:

<b>Seniority on June 30 of the Vacation Eligibility Year</b>	<b>Basic Payment in Lieu of Vacation With Pay</b>	<b>Paid Absence Allowance</b>
1 but less than 2 years	80 hours	0 hours
2 but less than 3 years	80 hours	8 hours
3 but less than 4 years	80 hours	16 hours
4 but less than 5 years	80 hours	24 hours
5 but less than 10 years	80 hours	40 hours
10 but less than 15 years	100 hours	80 hours
15 but less than 20 years	120 hours	80 hours
20 years or more	160 hours	80 hours

The number of hours of the basic payment in lieu of vacation with pay and paid absence allowance to which an eligible employee shall be entitled shall be based on the employee's seniority on June 30 of the vacation eligibility year and the number of pay periods during which the employee worked during the eligibility year.

## VACATION and PAA

- (b) An eligible employee shall be entitled to a percentage of the above basic payment in lieu of vacation with pay and of the above paid absence allowance as follows:

<b>Pay Periods Worked in the Vacation Eligibility Year</b>	<b>Paid in Lieu of Vacation With Pay</b>
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

- (c) A seniority employee hired prior to September 24, 2012 with less than one (1) year of seniority on June 30 of the vacation eligibility year who has worked for at least 26 pay periods in the vacation eligibility year will be eligible for a forty (40) hour basic payment in lieu of vacation with pay.

A seniority employee who has worked at least 13 but less than 26 pay periods shall be entitled to a basic payment in lieu of vacation with pay according to the following table:

**VACATION and PAA**

<b>Pay Periods Worked in the Vacation Eligibility Year</b>	<b>Paid in Lieu of Vacation With Pay</b>
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

- (d) 1. The above basic payments in lieu of vacation with pay shall be computed at the employee's straight time hourly rate effective the beginning of the first pay period beginning on or after June 1 (or if off the active hourly payroll, at the rate for the last day worked) of each year during the term of this Agreement exclusive of overtime premium, but including shift and seven-day operations premiums plus the then current Cost-of-Living Allowance.
2. Employees who are otherwise eligible will receive shift premium for payment in lieu of vacation hours based on the proportion of the total time worked to that which is worked on the second and third shift during the vacation eligibility year.
3. Basic payment in lieu of vacation with pay entitlement shall be paid to eligible employees in 40 hour increments at the time the vacation shutdown occurs and any amounts over and above the vacation shutdown period shall be paid in June of each year, provided, however, that an eligible employee may elect to be paid all or part of the

## **VACATION and PAA**

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- employee's basic payment in lieu of vacation with pay at the time the employee takes vacation leave of absence (less the amount(s) paid for the one (1) or two (2) weeks of vacation pursuant to 13.1 - Schedule and Notice) , computed as set forth above, by indicating this election on the employee's vacation request form.
4. Payments from an employee's Paid Absence Allowance because of absence or because of termination of the employee's employment by death, retirement or otherwise, shall be computed at the employee's straight time hourly rate on the employee's last day worked exclusive of overtime premium, but including shift and seven-day operations premiums and the amount of any cost-of-living allowance then in effect.
  5. Payment of the unused portion of the Paid Absence Allowance shall be computed in the same manner and at the same time as the employee's basic payment in lieu of vacation with pay for the next vacation year.
- (e) 1. An employee may use the hours credited to the employee's Paid Absence Allowance in units of no less than one-half (1/2) day periods for: excused absence because of illness when not receiving Sickness and Accident Insurance; or absence that the employee's supervisor has excused because of personal business; or as payment for a vacation leave of absence. A request for Paid Absence Allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Management from considering such absence as the basis, in whole or in part, for disciplinary action.
2. Any portion of an employee's Paid Absence Allowance that the employee does not use in the form of paid absences during the vacation payment year (the pay period following the pay period in which May 31 occurs and the next 51 pay periods)

## **VACATION and PAA**

will be paid to the employee (computed pursuant to Subsection (d)), at the time the Company makes its payment in lieu of vacation with pay in the following payment year. An employee permanently separated or promoted to a salaried classification shall receive any remaining unused Paid Absence Allowance within thirty (30) days after the Company receives notification of the employee's separation or promotion.

- (f) An employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods the employee would otherwise have been scheduled to work during the period of compensable disability provided such employee works at least one pay period in the eligibility year.
- (g) An employee who receives pay for one or more of the designated holidays which fall in work weeks commencing December 28, 2020, or December 27, 2021, or December 26, 2022 shall receive credit for a pay period worked for purpose of computation of entitlement under Section (13.2), Payment Schedules.
- (h) Employees who submit a written request for payment of deferred Paid Absence Allowance at least one week in advance of the requested payment date will receive payment of the requested amount of the employee's Paid Absence Allowance.  
(c05, c08, c12, c16, c20)

### **(13.3) Eligibility**

- (a) An employee will be considered eligible for payments under Section (13.2) if the employee has worked for the Company for at least 13 pay periods in the vacation eligibility year and:
  - 1. is on the active hourly payroll on June 30 of the vacation eligibility year. If the employee has been promoted to a salaried classification subsequent to June 30 of the vacation eligibility year but prior to the established date for distribution of basic

## **VACATION and PAA**

payment in lieu of vacation cheques, the employee may be granted a vacation under the appropriate salaried vacation plan rather than the hourly basic payment in lieu of vacation with pay;

or

2. is not on the active hourly payroll on June 30 of the vacation eligibility year because of sickness or injury, layoff, or leave of absence.
- (b) A salaried employee transferred to an hourly job or laid off from a salaried position and reinstated to an hourly job, who is otherwise eligible, shall receive payments under Section (13.2) based on the employee's Corporate service and the total number of pay periods worked in the vacation eligibility year, less any payment previously received for a salaried vacation earned in the current and/or preceding calendar year.
- (c) 1. Employees who prior to June 30 of the vacation eligibility year have died or have retired under the Pension Plan or were automatically retired at age sixty-five (65), or their estates, or estates of deceased retired employees shall receive basic payments under Section (13.2) that the employees were otherwise eligible to receive, computed as set forth in Subsection (c) 2. below; provided, however, that an employee who retires or is retired under the provisions of the Pension Plan and who, but for retirement, would have at least one year's seniority as of June 30 of the vacation eligibility year but who has not worked in at least thirteen (13) pay periods in the vacation eligibility year shall receive for each of the pay periods the employee worked during such year one twenty-sixth (1/26) of the maximum basic payments to which the employee's seniority as of June 30 of the vacation eligibility year would otherwise have entitled the employee under Section (13.2), computed as set forth below.
2. The basic payments set forth in Subsection (c) 1. above shall be computed at the employee's straight time hourly rate exclusive of overtime premium but including shift and seven-day

## **VACATION and PAA**

operations premium and the amount of cost-of-living allowance in effect on the last day worked.

### **(13.7) Vacation Utilization**

During recent negotiations considerable attention was given to the use of vacation entitlement by employees as outlined in the collective agreement. In particular, the Union clearly outlined its position on time away from work and the Company for its part outlined its need for programs that minimize operational complexity and administrative burden.

Consistent with these discussions, the parties further agreed to the principle of full utilization of vacation.

As a result, alternatives for achieving the principle of full utilization of vacation will be discussed and studied by the parties during the term of this agreement.

### **(13.8) Vacation Pay Advance**

During recent negotiations, the Company and the Union had discussions regarding the practice of providing employees with the ability of receiving their vacation pay once full entitlement has been earned.

The Company agrees that once full entitlement has been earned, the employees may submit a Vacation Pay Request after January 1st of the vacation year which will generate a pay for full entitlement under the Payment in lieu of Vacation Plan, less two weeks, as soon as practicable after the request is made. This provision is not applicable to skilled trades since these employees may receive full payment with no reduction of the two weeks as they are required to work the scheduled shutdown. (c96)

### **(13.9) Schedule – Vacation Period**

In the negotiations leading to this collective agreement, the Company advised the Union of its plans to schedule vacation periods of one week in duration at plants operating an Alternative Work Schedule, as outlined in Production and

## **VACATION and PAA**

Maintenance Agreement Section (13.1) Schedule and Notice.

Management informed the Union that the high demand for its products was the underlying reason for this decision, and, as a result of extensive discussion on the issue, plans were established to provide employees, wherever possible, with two consecutive weeks of vacation, notwithstanding a one week vacation period.

When a vacation period of one week in duration is scheduled for a plant operating an Alternative Work Schedule:

- The plant will operate on two shifts only during the week preceding the vacation shutdown.
- The plant will operate on two shifts only during the week following the vacation shut down.
- At management's discretion, an additional thirty (30) minutes production will be scheduled each day to maximize production.
- Summer students will be used, to the extent possible, to support requests for vacation leaves outside of the weeks immediately preceding and following the vacation shutdown.

In scheduling vacation shutdowns of one week in duration, management will advise the Union as soon as practicable, to enable employees to formalize vacation plans, but in any case, by no later than March 15. The Union will give due consideration to the use of TPT employees to facilitate vacation leaves of absence.

Issues arising from the vacation scheduling format outlined above may be raised by the Union for review and disposition. (c96)

### **(13.10) Vacation Encouragement**

Employees wishing to work during the Vacation Shutdown period, who had not yet scheduled two weeks of vacation, must schedule two weeks at the time they are signing up for work. (n05, c16).

**(13.11) Response to Mandatory Vacation**

During 2005 negotiations the parties confirmed their concerns related to vacation scheduling. It was agreed that employees who have not taken two (2) weeks of vacation prior to September 1st of the calendar year will be required to schedule those weeks by October 1st of the calendar year.

(n05)

## **SKILLED TRADES**

### **(14.1) Skilled Trades Employees**

The following Special Provisions Pertaining to Skilled Trades Employees (hereinafter referred to as the Skilled Trades Agreement) supplement the provisions of the Production and Maintenance Agreement applicable to skilled trades employees.

### **(14.2) Definitions**

When used in this Agreement:

- (a) The term "Journeyman" means an employee in a skilled trades classification who has acquired the right to exercise seniority in one or more of such classifications, as hereinafter provided.
- (b) The term "Temporary Employee" means an employee who has not acquired the right to exercise seniority in any of the skilled trades classifications.
- (c) The term "Apprenticeable Skilled Trades Classification" means a classification in a trade which is apprenticed in one or more FCA plants covered by the Agreement.
- (d) The term "Apprentice" means an employee duly registered and entered in a recognized training program for a skilled trade in one or more FCA plants covered by the Agreement.

### **(14.3) Journeyman**

Upon completion of the FCA Apprentice Training Course and having successfully completed the Certificate of Qualification, an apprentice shall immediately become a journeyman and shall be given a seniority date as set forth in Section (14a.12) Seniority, Apprenticeship and Apprentice Standards.

## **SKILLED TRADES**

### **(14.4) New Hires Skilled Trades Classifications**

- (a) The qualifications of an employee hired to work in the skilled trades classifications shall be carefully ascertained at the time of hiring. The employee's experience must be in work of the kind performed at FCA in the employee's classification and the employee must be fully qualified to do the work of one or more of these classifications.
- (b) As a new hire an employee must prove that they (i) the employee has worked in the trade at least eight (8) years, (ii) has satisfactorily completed a bona fide apprentice training course with similar standards to the FCA Apprentice Training Program along with a valid Certificate of Qualification.
- (c) It is understood that for the purpose of qualifying for journeyman status, an employee may present as evidence a journeyman card properly issued to said employee by the International Union, UAW, or the National Union, Unifor. In addition, the Company may give consideration to a laid off journeyman in possession of the Unifor Journeyman card and/or a Certificate of Qualification.
- (d) As a new hire an employee must prove that they have satisfactorily completed the FCA Apprentice Training Course and successfully passed the Certificate of Qualification. Upon completion of the probationary period, the journeyman shall be entered on the seniority list. It is incumbent on the employee to present these claims and proofs of qualification for journeyman status at the time the employee is hired.
- (e) The Union and the Company will review the prior experience and qualifications of an employee hired, transferred or promoted into the skilled trades classifications prior to hire, transfer or promotion. A list of new hires will be supplied to the Skilled Trades Chairperson in Windsor and Brampton, or the Skilled Trades Committeeperson in Etobicoke upon request.  
(c99, c08, c12)

**(14.5) Classifications****(a) Skilled Trades Active Classifications**

For the purpose of this Section, Leader classifications shall be regarded as being the same as the classification led (@ \$1.00 over class led).

The Electrical Work Group will consist of the following apprenticeable trades:

<b>Windsor</b>	<b>Brampton</b>	<b>Etobicoke</b>
5629 Electrician	5666 Electrician	5629 Electrician

The Mechanical Work Group will consist of the following apprenticeable trades:

<b>Windsor</b>	<b>Brampton</b>	<b>Etobicoke</b>
5641 Millwright	5641 Millwright	5638 Machine Repair
6165 Tool Maker	5550 Tool & Die Maker	6120 Die Maker – Die Cast
5680 Pipefitter		5380 Tool Maker – Tool and Gauge Inspection
		6270 Welder Tool and Die

The following apprenticeable trades will be red circled and the work absorbed into the Millwright classification #5641 (#5638 for Etobicoke):

<b>Windsor</b>	<b>Brampton</b>
6270 Welder Tool and Die	6285 Welder Tool and Die
5668 Painter & Glazier	5733 Carpenter/Painter/ Glazier
5617 Carpenter	
5777 Sheet Metal Worker	

Exceptions to the Skilled Trades Work Group Initiative:

<b>Windsor</b>	<b>Brampton</b>	<b>Etobicoke</b>
5719 Jitney Repair	5922 Compressor Operator/ Stationary Engineer	5922 Compressor Operator/Stationary Engineer

## **SKILLED TRADES**

5942 Sewage Disposal	5927 Engineer Steam	5927 Engineer Steam
5759 Mechanic-Truck-Tractor		5905 Boiler Operator 5715 Furnace Repair
5754 Repairer-Trailer		
5761 Motor Mechanic		
5645 Mechanic-Engineering Experimental		

For the remaining skilled trades classification being consolidated into the core, the following approach will be utilized:

1. Individuals on these classifications will be red circled and through attrition and/or incentive separation programs, will not be replaced.
2. The parties also agree to offer incentive separation programs to all skilled trades should circumstances warrant.

Any remaining individuals on the red circled classifications will not be placed on layoff while the consolidated trade is performing traditional work associated with the reduced class.

The two (2) Skilled Trades Work Groups (Electrical / Mechanical) will assume the responsibilities of both the consolidated and the reduced classes and the appropriate safety and technical training will be established and delivered accordingly.

### **(b) Apprentice Classifications**

<b>Windsor</b>	<b>Brampton</b>	<b>Etobicoke</b>
0124 Apprentice – Electrical	0124 Apprentice – Electrical	0124 Apprentice – Electrical
0147 Apprentice – Millwright/Industrial Mechanic	0147 Apprentice – Millwright/Industrial Mechanic	0147 Apprentice – Millwright/Industrial Mechanic
Apprentice – Tool and	Apprentice – Tool and	

Die Maker

Die Maker

0148 Apprentice –  
Plumbing/Steamfitting/  
Pipefitter

Apprentice – Tool  
and Die Maker

(c16, c20)

### **(14.6) Layoff / Recall**

Where there is a decrease or increase in the skilled trades the applicable procedure set out below shall be followed.

- (a) In the event of a seasonal layoff for model change, skilled trades employees shall be laid off, retained or recalled to work on the basis of their seniority in their classification within the department or on the basis of their seniority in their trade group within the department as the case may be, provided, however, they are able to satisfactorily perform the work to be done. During such layoff, classification or trade group seniority within the department shall continue to be the basis upon which employees are laid off, retained or recalled until such time as the layoff has been converted to a plant-wide basis. At such time and thereafter skilled trades employees shall be retained in or recalled to the plant in accordance with their seniority in their classification or trade group within the plant, provided, however, they are able to satisfactorily perform the work to be done.

- (b) Temporary Adjustment

In the case of temporary adjustments due to material shortages, machinery breakdowns, power failure, fire, flood or similar causes, or due to temporary reduction of production in some departments only, layoffs shall take place as follows: for the first two days including the day of the layoff; the Company may reduce the shift within the department according to the seniority of the employees within their classification or trade group on that shift, provided the employees to be retained are able to satisfactorily perform the work to be done, or if the Company so elects, for the balance of the shift and one day the Company may retain the employees on the

## **SKILLED TRADES**

shift who normally perform the work to be done (the senior employee being given preference in cases where more than one normal operator performs the work). Thereafter the reduction in the working force for each department so affected shall be adjusted and proceed according to the relative seniority of the employees in the department within their classification or trade group provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. Recall to work following such a layoff shall be by department seniority within their classification or trade group provided the employee is able to satisfactorily perform the work to be done. The Company shall convert such layoff and recall from a departmental basis to a plant-wide seniority basis within fourteen (14) calendar days (unless otherwise mutually agreed) so that employees are thereafter, retained in or recalled to the plant in accordance with their classification or trade group seniority within the plant, provided however, they are able to satisfactorily perform the work to be done.

### **(c) Temporary Layoffs**

When there is a temporary layoff that is a reduction in force for a definite period of time which is not a temporary adjustment or seasonal layoff for model change, employees within their classification or trade group within the department will be laid off as follows:

1. Probationary employees will be laid off.
2. Employees with less than one year of seniority within their classification or trade group will be laid off according to seniority.
3. Employees with one year or more of seniority within their classification or trade group will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required. The arrangement described above must result in maintaining an

## **SKILLED TRADES**

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- experienced, qualified work force capable of assuring the uninterrupted and efficient operation of the plant. These arrangements may be extended to longer periods of layoff, by mutual agreement.
4. If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (c) 3 above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who elects to return on the original scheduled date will displace the junior employee within their classification or trade group in the department.
  5. (i) If it becomes necessary to recall employees laid off under Subsection (c) 3 above prior to the date originally planned, they will be recalled in the ascending order of their seniority within their classification or trade group with the most junior such employee in each department being recalled first.  
(ii) If, after employees are temporarily laid off under Subsection (c) 3, it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the work force in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with (d) below.
  6. If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. In a temporary layoff of such expected duration, the Local Union may request the Management to waive the Temporary Layoff provisions set forth in this Section (c) and Management will reduce the working force according to the layoff provisions as set forth in Section (d) below. Such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

## **SKILLED TRADES**

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7. The inverse seniority provisions as set forth in Section (14.6) (c) Temporary Layoffs, shall apply to employees on skilled trades classifications. For purposes of clarification, classification shall be deemed to mean skilled trades classification.
  8. It is understood that past practices with respect to Section (14.6) (a), (b) and (c) of the above provisions shall remain unchanged at the Etobicoke Casting Plant.
- (d) Plant Layoff or Departmental Reduction due to Permanent Discontinuance of Operations, etc. and Recall.

In the event of a layoff or a departmental reduction due to the permanent discontinuance of a specific operation or department or due to an indefinite reduction in production or work to be performed, skilled trades employees shall be retained or recalled to work on the basis of their seniority in their classification within the plant or on the basis of their seniority in the trade group within the plant as the case may be, provided, however, they are able to satisfactorily perform the work to be done. (c05, c08).

## **SKILLED TRADES**

### **(14.7) Schedule of Work Processes**

Appendix I, which includes the Schedule of Work Processes for Apprenticeable Classifications, has been agreed upon and signed by the parties hereto. The Company and the National Union, by agreement, may modify, add to or otherwise revise said Schedules.

#### **SCHEDULE OF WORK PROCESSES FOR CERTAIN APPRENTICEABLE TRADES**

<b>Electrical</b>	<b>Hours</b>
Electrical Construction	900
Building Maintenance (Doors, Heaters, Lighting)	600
Electrical Maintenance (Bench Work, Trouble-Shooting Machinery)	1,400
Electronic Controls (PLC, Solid State, Computers Robotics)	1,600
Electrical Maintenance of CO <sup>2</sup> Welders	320
Welder Maintenance (Spot Welders, Robot Welders)	1,600
Batteries	160
Conveyor Systems	370
Health and Safety	40
Related Classroom Training	594
Engineering Department	320
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Mechanic - Gas and Electric</b>	<b>Hours</b>
Electric Systems <ul style="list-style-type: none"><li>• primary and secondary circuit trouble shooting</li><li>• electronic controls, electrical instrumentation</li></ul>	2,000
Preventive Maintenance <ul style="list-style-type: none"><li>• general motor repair and tune up</li></ul>	1,400
Transmissions <ul style="list-style-type: none"><li>• repair and adjustment and installation of automatic transmissions, standard</li></ul>	1,100

**SKILLED TRADES**

transmission, torque and differential assemblies	
Steering <ul style="list-style-type: none"> <li>• drive axle and brake adjustment, repair and adjustment</li> </ul>	1,150
Lifts <ul style="list-style-type: none"> <li>• repair, adjustments and installation of lifts, winches and hydraulic pumps and motors</li> </ul>	1,150
Lubrication <ul style="list-style-type: none"> <li>• repair, adjustment or replacement of starters, governors and ready power units</li> </ul>	224
Propane	246
Health and Safety	40
Related Classroom Training	594
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Millwright</b>	<b>Hours</b>
Dismantling <ul style="list-style-type: none"> <li>• moving and erecting machinery</li> </ul>	1,400
Fabricating <ul style="list-style-type: none"> <li>• installing, repairing, rebuilding pulleys and conveyors</li> </ul>	1,400
Installing <ul style="list-style-type: none"> <li>• repairing and rebuilding conveyor drives, speed reducers and reduction boxes</li> </ul>	1,312
Floor Layout	1,370
Preventive Maintenance <ul style="list-style-type: none"> <li>• on equipment, conveyors and hoists</li> </ul>	646
Installation of electric motors and pumps	800
Hydraulics - basic training	40
Health and Safety	40
Related Classroom Training	576
Engineering Department	320
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Mechanic - Truck and Tractor</b>	<b>Hours</b>
Motors - Diesel	2,000

**SKILLED TRADES**

- Gasoline	800
Drive Train	1,610
Suspension Systems	500
Steering	610
Brakes	650
Optional (tune-up and testing equipment, lubrication, electrical systems, etc.)	1,100
Health and Safety	40
Related Classroom Training	594
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Pipefitting</b>	<b>Hours</b>
Building Maintenance (heating and cooling systems, air compressors, sprinklers)	1,340
Repair valves, pumps, air hoists balancers	1,400
Process Piping (includes construction)	1,340
Plumbing	400
Spot Welder Maintenance	400
Pneumatics	1,200
Refrigeration - Maintenance equipment relating to automotive A/C, paint cooling, etc.	400
Robotics	470
Health and Safety	40
Related Classroom Training	594
Engineering Department	320
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Toolmaker - Jig and Fixture</b>	<b>Hours</b>
Shaper	110
Planer	300
Lathe	1,200
Milling Machine	1,000
Grinding	650
Bench	3,000
Lucas, boring mill and radial drill press	250
Bullard, special gear and hardening	400

**SKILLED TRADES**

Hydraulics - basic training	40
Health and Safety	40
Related Classroom Training	576
Engineering Department	338
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Tool Making</b>	<b>Hours</b>
Shaper	600
Planer	240
Lathe	1,000
Milling Machine	1,000
Grinding	625
Bench	2,785
Lucas, boring mill and radial drill press	250
Optional (Bullard, special gear and hardening)	788
Health and Safety	40
Related Classroom Training	576
<b>TOTAL HOURS</b>	<b>7,904</b>

<b>Die Making - Die Cast</b>	<b>Hours</b>
Die Tryout	658
Shaper/Planer	300
Lathe	650
Milling Machine	900
Grinding (I.D., O.D., and surface)	600
Bench	2,270
Cutter Grind	40
Optional Equipment (Lucas, Keller, Boring Mill, Radial Drill Press, Jig Bore & Jig Grinder)	750
Layout Inspection (Set-Up Casting, Take Print and Check all Dimensions)	120
Health and Safety	40
Related Classroom Training	576
<b>TOTAL HOURS</b>	<b>7,904</b>

## SKILLED TRADES

<b>Sheet Metal and Tinsmith</b>	<b>Hours</b>
Layout: Field sketching and development of patterns	1,200
Fabrication: Transfer of patterns, cutting, forming and assembling; use of hand and power tools, soldering and riveting, repair and new work	2,300
Installation: Hand tools and power tools; repair and new work	2,838
Layout, assemble and install safety guards	950
Health and Safety	40
Related Classroom Training	576
<b>TOTAL HOURS</b>	<b>7,904</b>

(c02)

### **(14.8) General**

(a) Seniority Lists

The seniority list of the department shall show opposite the name of each Journeyperson employee each classification in which the employee may exercise seniority in the department and, where feasible, in the plant.

(b) Skilled Trades Seniority Groups and Work Practices

It is understood that past practices with respect to skilled trades seniority groups shall remain unchanged at all plants.

(c) Work Opportunity on Non-Skilled Work

A Journeyperson shall not exercise seniority in a non-skilled classification.

A laid-off Journeyperson may be hired as a new employee on an open job in a non-skilled classification. When recalled to employment in the skilled trades, the Journeyperson shall return and the seniority acquired as a non-skilled employee shall terminate.

(d) An employee in a Production classification may file in the Employment Department a single application for work in a skilled trades classification or trade group. To be considered, the application must be accompanied by proof that the employee is a journeyperson with

## **SKILLED TRADES**

experience in the work of the kind performed at FCA in the employee's classification. When a vacancy occurs in a skilled trades classification or trade group in a plant other than the employee's own, which is to be filled by a new hire, consideration will be given to such applications. The vacancy created in Production by the transfer of an employee pursuant to the provisions of this application procedure shall be filled in accordance with the job posting paragraphs of the appropriate Plant Special Provisions. On the written request of the Union, but not more often than two (2) times in a calendar year, notices will be posted in the plant to advise qualified employees that they may submit such application in writing.

(e) **Seniority of a Qualified Journeyman entering a Skilled Trades Classification**

Consistent with the intent of the Agreement, a non-skilled trades employee covered by this agreement who is a qualified journeyman, and who enters a skilled trades classification, shall have seniority as of the date of entry into such skilled trades classification. For the purpose of this paragraph "date of entry" means the date on which the notice of vacancy is posted plant-wide.

(f) **In the event that a qualified journeyman having seniority in a production classification accepts work in a skilled trades classification or trade group and within ninety (90) days thereafter is laid off or disqualified by reason of inability to perform the work in said classification, the employee shall be returned to production with the seniority date the employee had immediately prior to transfer into the skilled trades classification or trade group.**

(g) **Replacement of Tools**

The Company shall, where reasonably practical, continue its past practice regarding the replacement of worn, stolen, broken and lost tools provided the employee's carelessness or abuse has not caused the problem.

## **SKILLED TRADES**

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- The Company agrees to use its best endeavours to speed up the replacement of tools under this sub-section.
- (h) **Testing of Welders**  
The Company will arrange testing of high-pressure welders consistent with governmental regulation.
  - (i) **Foul Weather Gear**  
The Company agrees that it will make available where required foul weather gear for those employees required to perform their duties in winter or inclement weather.
  - (j) **Canadian Skilled Trades Council Dues**  
The Company will deduct from the pay of an employee hired, rehired, reinstated or transferred to a skilled trades classification the sum of an amount equal to one-half (1/2) hours pay as dues for the Canadian Skilled Trades Council. Such deductions will be made from the same pay period as the deduction of the Union initiation fee, and thereafter, on an annual basis, from the second pay period in January. Further, from a list supplied by the Union, dues will be deducted from the pay of employees who were not deducted in January and be remitted to the appropriate Local Union together with a list of the employees so deducted in conjunction with regular membership dues.  
The Union shall Indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of the Canadian Skilled Trades Council dues in accordance with this Agreement.
  - (k) **Wage Rate Application**  
A journeyman working in a skilled trades classification in which the journeyman has acquired the right to exercise seniority shall receive the maximum rate of that classification.
  - (l) **Painting of Floor Lines**  
Skilled Trades painters will, upon ratification of the Agreement, be assigned to paint floor lines as required.
  - (m) **In-Plant Training**  
FCA is cognizant of the continuing need for training in electronics, hydraulics, mathematics, etc. arising from the introduction of new tools, equipment, procedures

## **SKILLED TRADES**

and processes and plans to continue to conduct training to an increasing extent to meet such needs.

(n) **Training Bonus Temporary Layoff**

Notwithstanding the provisions of Section (14a.19), Related Training Apprentices, with respect to affected employees while on temporary layoff, it is agreed that a temporarily laid off apprentice, or temporary employee in the skilled trades will be paid a training bonus in recognition of satisfactory completion of any related training courses required pursuant to the Sections Pertaining to Skilled Trades Employees, or such other courses that may be designated by the Company such as the Industrial Electronics Training Program, for each week the employee attends class while on temporary layoff as specified below.

An employee earns the training bonus by attending the specified training courses while on temporary layoff and satisfactorily completing the applicable training courses in which the employee was enrolled at the time of temporary layoff.

The amount of each week's bonus is calculated by multiplying the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including cost-of-living allowance then in effect by:

- (1) The number of hours, not to exceed four (4), the employee attends class during a week for which an employee receives a Supplemental Unemployment Benefit; or
- (2) The actual number of hours the employee attends class during a week for which an employee does not receive a Supplemental Unemployment Benefit.

The total training bonus will be an amount equal to the sum of the training bonus for each week the employee may earn it. It will be paid to the employee within a reasonable period of time after the employee has been recalled and reported back to work or within a reasonable period of time after the employee has satisfactorily completed the applicable training courses, whichever is later.

## **SKILLED TRADES**

Section (14a.19) Apprentices will continue to be applied as in the past with respect to affected employees while on the active roll.

(o) **Annual Fee for Special Licenses**

The Company will pay, upon satisfactory proof, the annual fee for special licenses required by the Company which are over and above the basic trade licenses required. (c99)

### **(14.9) Temporary Employees in Skilled Trades Classifications**

- (a) The parties recognize that it is more desirable to secure journeyman by hiring and by training through established apprentice training programs, and while these sources are the preferred means of securing qualified journeyman, they do not at all times meet the needs of the Company. Until such time as the preferred sources meet the Company's needs, it will be necessary to transfer and promote employees into skilled trades classifications who do not, at the time of transfer or promotion, have the experience and qualifications of a journeyman but have worked in an appropriate skilled trade.
- (b) Temporary employees shall be listed by classification in the order of their transfer or promotion into the department on a list of temporary skilled trades employees and shall be laid off, or returned to their regular departments, and returned or recalled to their skilled trades classification in the departments according to their position on the list of temporary employees. At such time as it is determined that a temporary employee is unable to perform satisfactorily the work required in the skilled trade classification, the temporary employee shall be so advised and the temporary employee's name shall be removed from the list of temporary employees. While in the status of a temporary employee, the employee shall retain and accumulate seniority in the employee's regular department. Temporary employees shall not be retained or recalled in line with their position on the list of

## **SKILLED TRADES**

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- temporary employees if they are unable to perform satisfactorily the work that is available.
- (c) A temporary employee in the skilled trades transferred or promoted after the effective date of this Agreement shall be paid in accordance with the following provisions. The employee shall be paid a starting rate equal to nine percent (9%) less than the minimum rate of the classification and shall receive an increase equal to one and one half percent (1-1/2%) of the minimum rate of the classification on the completion of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) months served in the classification. Upon the completion of thirty-six (36) months served in the classification, the employee shall be paid the minimum rate of the classification. These increases shall be effective the beginning of the first pay period following the completion of each of the specified six (6) month periods served in the classification. Temporary employees shall not receive a rate above the mid-point of the rate range of their classifications.
  - (d) In the event the Company is unable to fill vacancies from either within the plant or by hiring, the matter may be reviewed with the Union.
  - (e) During model change or major plant rearrangement, production employees may be temporarily assigned to assist skilled trades employees. Such production employees will not be listed as temporary employees in the skilled trades department and will not be credited with skilled trades seniority for any purpose. Rather, they shall retain and accumulate seniority in their production department. If such a production employee is later promoted or transferred to the same skilled trades classification which the production employee was temporarily assigned to assist the production employee shall receive credit for the time worked while so assigned for the purpose of acquiring the right to exercise seniority in that skilled trades classification.

## **SKILLED TRADES**

### **(14.10) Special Procedure – Skilled Trades Work**

- (a) The skilled trade's representative in a plant may request the Plant Labour Relations Supervisor to arrange a special conference to hear the Union's views concerning the work assignments of skilled trades employees.
- (b) Attendance at such special conference will be limited to the skilled trades representatives of the plant. A representative of the Local Union may attend. Plant Labour Relations and a senior representative of Manufacturing Engineering will also attend. A Staff Labour Relations Representative may also attend.
- (c) A written disposition will be made available on resolved issues.
- (d) If the matter is not satisfactorily resolved and the matter involves the appropriateness of work assignments of employees in skilled trades classifications, the Union may reduce the matter to writing in the form of a grievance and present the grievance to the Labour Relations Supervisor. Within five (5) days after receiving the grievance, a written answer will be given setting forth Management's position with respect to the disputed work involved.
- (e) The Local Union may, within ten (10) days after receiving such answer, forward the grievance together with Management's answer to the National Union. If in its judgment the matter warrants appeal, the National Union may within twenty (20) days after receiving the grievance and answer, appeal the matter to the Manager of Hourly Labour Relations by requesting a special meeting.
- (f) Such meeting will be attended by the skilled trades representatives involved, a representative of the Local Union and a representative of the National Union. The Plant Personnel HR Manager and the Manager of Manufacturing Engineering, or their designated representatives will also attend.
- (g) If they are unable to satisfactorily resolve the matter within one (1) month of the date of the special meeting, the grievance may be appealed to the Appeal Board, as provided in Section (3.2) Step 4.

## **SKILLED TRADES**

### **(14.11) Preventive and Predictive Maintenance**

During negotiations the parties discussed programs related to plant preventive and predictive maintenance. Central to these discussions was the acknowledgement of the importance of such programs to the success of our assembly and manufacturing operations, and the critical role skilled trades plays in the pursuit of these objectives. To fully realize the opportunities existing within these programs, the parties have agreed that following negotiations, local meetings will be held between members of plant management and the local skilled trades chairperson to explore opportunities to enhance skilled trades participation and training. (n05)

### **(14.12) Skilled Trades New Skills Committee**

In recognizing that producing quality products and realizing that successful product launches require continuous education and upgrading of trades skills, the Company agrees to establish a New Skills Training committee for Skilled Trades. The committee will be comprised of one (1) Skilled Tradespersons, who will be allowed to function full time to conduct work related to Skilled Trades training, including but not limited to the development, co-ordination and tracking of the trades training programs.

This committee will function at both the Windsor Assembly Plant and the Brampton Assembly Plant only.

The Committee will be afforded notice to the extent possible of new technology coming into the plant or new technology impacting on the Skilled Trades workforce. The Company will involve the Committee as soon as practicable regarding any plant modifications and communicate training requirements that may affect the job responsibilities of Skilled Trades employees.

It is agreed that it is in the best interests of both parties that Skilled Trades employees be afforded the opportunity to receive training required to properly service any machinery or equipment being introduced to the plant production process. This training will be made available through

## **SKILLED TRADES**

specialized programs and the Committee will meet with Management to determine the training needs for Skilled Trades employees, as well as the most cost effective means of delivering the training, including the utilization of in-plant trainers.

It should also be noted that the one (1) trades Coordinators may be called on to help facilitate trades training programs at other FCA facilities.

Finally, the Company and Union mutually agree that the Coordinators will not be required to perform any duties that may lead to a grievance under the current Production and Maintenance agreement.

The parties agree that committee staffing levels will be reviewed in preparation for periods of major launch activity. (n99)

### **(14.13) Skilled Trades Replacements**

During negotiations, the parties discussed the replacement of skilled trades employees who are absent from work. The Union expressed a concern that when skilled trades employees are absent for contractual time off, e.g., vacation, PAA and illness, there are insufficient employees at work to perform the required job assignments.

The Union further stated that tasks are not being completed or that employees at work are being required to work overtime to replace the absent employees. The Union stated that additional employees are required to cover these absences. The Company responded that they have a sufficient amount of employees for the purposes above built into the system. The company further agreed that they will meet with the local skilled trades committee to review the numbers by location. Any problems arising from the application of this document will be brought to the attention of Staff Labour Relations and the National Union. (n02)

**(14.14) Total Productive Maintenance**

During negotiations, the company and the union reaffirmed their commitment and support toward implementation of Total Productive Maintenance (TPM) at FCA Canada plants.

The parties agreed that, following successful completion of the TPM launch at the Brampton Assembly plant, TPM would be reviewed for the purpose of implementation at all remaining FCA Canada manufacturing facilities. (n02)

**(14.15) Technical Learning Centers**

During negotiations, the parties discussed in-plant Technical Learning Centers. The Union wished to make the Company aware that learning centers could be established if future business conditions warrant and government funding partnerships were available. (n05)

## **Apprenticeship Agreement**

### **(14a.1) Provisions Pertaining to Apprentices**

The following provisions relating to Apprenticeship and Apprentice Standards supplement the provisions of the Production and Maintenance Agreement applicable to apprentices. The following Sections of the Production and Maintenance Agreement shall not apply to apprentices; (5.6), (7.2), and (11.2).

### **(14a.2) Purpose**

The purpose of the apprentice program is to develop individuals in such skilled trades as may be desirable. The object of this training is to provide FCA Canada with skilled journeymen who are thoroughly versed in methods used in its plants, and provide development for individuals in their chosen trade.

### **(14a.3) Apprentice Qualifications**

Apprentices shall be selected for this program in accordance with the Uniform Apprenticeship Application and Selection Procedure and:

- (a) Shall be at least age eighteen (18).
- (b) All applicants must meet the regular employment requirements of all hourly employees determined by the Company including the physical requirements for the applicable trade and satisfactorily pass the Uniform Apprenticeship Application and Selection Procedure tests given by the Hourly Employment Department. In the event the qualifications of applicants are equal in all other respects, preference shall be given applicants who are seniority employees of the Company. The minimum educational requirement shall be Grade XII or its equivalent.
- (c) Selection of Apprentices under the Program shall be made from qualified applicants in accordance with the Uniform Apprentice Application and Selection Procedure on the basis of qualifications

## **SKILLED TRADES**

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- alone and without regard to race, religion, colour, national origin, sexual orientation, or other prohibited grounds.
- (d) Shall have met the minimum criteria established for the successful completion of the FCA Canada written Apprenticeship Tests.
  - (e) Testing will be scheduled as openings occur. Applicants not chosen for a particular intake will be required to be tested again should they wish to apply for any future intake.
  - (f) A Skilled Trades Employee will not be eligible to apply for any apprenticeship intake, unless such Skilled Trades Employee's classification has been discontinued.
  - (g) Apprentices who are terminated or who voluntarily remove themselves from the Apprentice Program shall not be eligible to apply for any future openings, save that, in the case of a voluntary removal, the apprentice may be considered for further eligibility only if, in the opinion of the Local Apprentice Committee, the apprentice can establish that the reasons for such removal were due to exceptional circumstances beyond the apprentice's control and that such circumstances will no longer prevent the apprentice from diligently performing the work of the trade and related training. If the Local Apprentice Committee so approves reconsideration, the employee may apply for future openings in the manner otherwise provided and will be considered on the same basis as all other applicants.
  - (h) The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure. (c99)

### **(14a.4) Applications**

Applications for apprenticeship training shall be received by the Hourly Employment Department from individuals who

## **SKILLED TRADES**

wish to prepare for their future as skilled journeypersons through apprenticeship training. A copy of all applications for apprenticeship shall be sent to FCA Canada and the Unifor Local Apprentice Committee.

- (i) A notice of Apprenticeship Awareness Program Meetings and a notice of the Pre-Test examination will be posted on the Company's bulletin boards for not less than 10 working days, and prior notice of such postings will be given to the Local Apprentice Committee.
- (ii) Applications for apprenticeship will be accepted by the Plant Human Resources Office from seniority employees (employees within the Bargaining Unit) who consider themselves eligible under this program of training and external candidates who meet the application requirements consistent with 14a.21(c) of the National Agreement.
- (iii) A numbered application blank will be filled out and each applicant will sign a register noting that an application has been received and filed. (c99, c16)

### **(14a.5) Apprenticeship Agreements**

Apprentices shall be entered into the program by separate apprenticeship agreements between the apprentice, the Company and the FCA Canada Unifor National Apprentice Committee. A copy of each Apprenticeship Agreement will be furnished to the Company and to the FCA Canada Unifor National Apprentice Committee. Each Apprenticeship Agreement will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch.

### **(14a.6) Supervision of Apprentices**

Qualified Management personnel shall be charged with responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period. In plants in which apprentices are employed the Company will designate an Apprentice Coordinator who will coordinate the apprentice program in the plant on a part time basis in addition to their regular responsibilities.

**(14a.7) Discipline**

An apprentice may be disciplined for such causes as inability to learn, unsatisfactory work, inability to perform or other causes related to the apprenticeship. An apprentice may be placed on probation or the apprenticeship may be cancelled or terminated and the apprentice dismissed for such causes. Any disciplinary layoff given an apprentice or any cancellation or termination of an apprentice's apprenticeship for causes related to the apprentice's apprenticeship shall be reviewed as specified in Sections (14a.14) and (14a.15) of this Supplemental Agreement. (c99)

**(14a.8) Resignation**

The apprentice shall have the right to terminate participation in the apprenticeship at any time upon three days' notice in writing to the Plant Human Resources Department and to the FCA Canada Unifor National Apprentice Committee.

**(14a.9) Wages**

(a) Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours not less than 60% of the skilled trades person's basic wage rate
  - 2nd 1000 hours not less than 65% of the skilled trades person's basic wage rate
  - 3rd 1000 hours not less than 70% of the skilled trades person's basic wage rate
  - 4th 1000 hours not less than 75% of the skilled trades person's basic wage rate
  - 5th 1000 hours not less than 80% of the skilled trades person's basic wage rate
  - 6th 1000 hours not less than 85% of the skilled trades person's basic wage rate
  - 7th 1000 hours not less than 90% of the skilled trades person's basic wage rate
  - 8th 1000 hours not less than 95% of the skilled trades person's basic wage rate
- COLA will be paid per any agreed upon COLA disbursement schedule. (n12)

## **SKILLED TRADES**

- (b) The Company agrees to pay for, on behalf of apprentices covered by this agreement, books (including CD-software up to a maximum of \$300.00 per apprentice), registration fees and/or tuition required in connection with related training under the apprentice program if such costs are not covered by the Registration Agency.
  - (c) If the apprentice is laid off, the apprentice may elect to continue school classes. Tuition and book cost will be paid upon recall and evidence of successful completion and receipt of payment of such expenses.
  - (d) In the event of the layoff of apprentices the Company will provide apprentices with one of the following subsidies while attending Basic, Intermediate or Advanced Trade Courses of the Ontario Ministry of Colleges and Universities:
    - (i) To an apprentice with dependents, the difference between employee's straight time 40 hours pay and the Government training allowance.
    - (ii) To a single apprentice the difference between employee's straight time 40 hours pay and the Government training allowance.
  - (e) Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
  - (f) When an apprentice has successfully completed the required number of hours of training established by these apprenticeship and applicable Provincial standards, the apprentice is to remain at 95% of the skilled trade person's basic wage rate. The apprentice is to receive the maximum rate paid to skilled trades persons in the trade in which the apprentice has served the apprenticeship after approval of the completion of training by the Apprenticeship Committee and successful completion of the Certificate of Qualification examination.
- (c96, c99, c12, c20)

### **(14a.10) Tools**

As soon as practicable after being placed in the apprentice program, an apprentice will receive a core trade tool kit with an approximate value of \$1,350.00. Tool contents will be determined by the Local Apprentice Committee. It is understood by the apprentice that the proper use of tools is essential. The Company is willing to replace damaged or inoperable tools provided the tools have not been used in an improper manner. Tools that are damaged through improper use must be replaced by the apprentice. In the event of the resignation of the apprentice from the apprenticeship program, the tool kit shall be returned to the Company intact. (c99, n12)

### **(14a.11) Certificate**

Upon the satisfactory completion of the term of apprenticeship the Local Apprentice Committee shall recommend to the applicable Provincial Government Agency that a certificate signifying the satisfactory completion of the term of apprenticeship be issued to the apprentice. (c99)

### **(14a.12) Seniority**

As a condition of graduating to full journey person, the following components must be verified and attested as complete by the Local Apprentice Committee:

- 1) Ministry Training Level 1, 2, 3
- 2) Hours worked in the applicable trade (8,000 or 9,000 hour apprenticeships)
- 3) Minimum weeks in the trade (163 for an 8,000 hour apprenticeship and 185 weeks for a 9,000 hour apprenticeship)
- 4) Ministry Training Standard completed and signed
- 5) Apprentice Completion Letter issued by Plant Human Resources
- 6) Ministry review
- 7) Successful Certification of Qualification Exam within ninety (90) days of completion of 1 through 6

## **SKILLED TRADES**

Upon satisfactory completion of the term of apprenticeship, the graduate apprentice shall immediately become a journeyman and shall be given a seniority date which shall reflect six (6) months seniority for each 1000 hours in the Schedule of Working Processes in the graduate apprentice's trade, but in no event shall a graduate apprentice be given a seniority date earlier than the date set forth in the Apprentice Agreement as the date the graduate apprentice's apprenticeship began.

Time spent during the apprenticeship on approved leave of absence, vacation leave, jury duty, annual military encampments as well as excused paid absence allowance days, bereavement days, layoffs of a temporary nature and holidays for which the employee has received pay from the Company will also be credited toward seniority upon graduation.

If it is necessary to curtail the number of apprentices in a given trade, the reduction shall be made on the basis of the last hired being the first released, so that the required ratio of apprentices to journeyman is maintained.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the apprentice's seniority or time spent in the apprentice program at the time of such layoff, whichever is longer, shall lose status as an apprentice unless otherwise determined by the Local Apprentice Committee as per Section (14a.14)(a).

An employee having seniority in the plant who enters the apprentice training program as provided in Section (14a.3) (b) shall, during the period of this apprenticeship retain and accumulate seniority and if laid off or dismissed from or terminates participation in the apprentice training program, the employee shall be returned to the employee's former department in the plant according to the employee's seniority in it. (c20)

## **SKILLED TRADES**

### **(14a.13) Ratio of Apprentices to Journeyman**

The ratio of apprentices in training in a trade shall not be more than one (1) apprentice to eight (8) journeymen unless otherwise approved by the National Apprentice Committee:

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeymen shall be one (1) to eight (8). Thereafter, apprentices shall be laid off proportionately to retain such ratio, provided, however, that a minimum of one (1) apprentice may be retained in each trade.

In the event that a reduction in force occurs where apprentices are employed, the National Apprentice Committee may agree to a plan that will reduce the ratio below one (1) to eight (8) for laying off apprentices in a particular trade.

When an increase in force occurs in a trade where apprentices were employed, apprentices shall be recalled at the ratio of one (1) to eight (8) before a new employee who possesses the qualifications of a journeyman is hired.

In the event the Company plans to build or acquire a new plant or facility, FCA Canada and the Unifor National Apprentice Committee may agree to increase the ratio of apprentices to journeymen in any trade in order to meet the anticipated demand for skilled tradespersons in such plant.

For greater certainty, no apprentice will commence an apprenticeship in a trade where a journeyman is laid-off in the same trade, unless the National Apprentice Committee otherwise agrees. (n96, c99, c12)

### **(14a.14) Local Apprentice Committee**

(a) In those plants where apprentices subject to this Agreement are employed, there shall be a Local

## **SKILLED TRADES**

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Apprentice Committee composed of an Apprentice Representative who shall be a journeyman in an apprenticeable skilled trades classification appointed by the Union and an Apprentice Coordinator appointed by the Company. The functions and duties of the Local Apprentice Committee shall be as follows:

1. To provide input to the FCA Canada.- Unifor National Apprentice Committee regarding the assignment of apprentices; to confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company the Union and the FCA Canada.- Unifor National Apprentice Committee in the Apprentice Program; and to ascertain that the apprentice understands the status and obligations as an apprentice.
2. To review every thirty (30) days and, where necessary, on a more frequent basis the training and progress and work schedule of individual apprentices.
3. To confer on problems raised by apprentices.
4. To confer with apprentices where it appears that the apprentice is failing to perform the obligation as an apprentice. The Local Apprentice Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with the apprentice's related training.
5. To make decisions with respect to the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to the apprenticeship. Such decisions may be appealed by the apprentice to the FCA Canada.- Unifor National Apprentice Committee within 30 days of the date the apprentice is apprised of the decision. The Committee shall give notice of all such decisions to the FCA Canada.- Unifor National Apprentice Committee.
6. To review cases of apprentices whose status has been lost as a result of a continuous period of layoff equal to the apprentice's seniority or time spent in

## **SKILLED TRADES**

the apprentice program as contemplated in Section (14a.12).

7. To assist Human Resources with the evaluation and selection of apprentices to be placed on course from qualified employees. (n12)
- (b) Save as is otherwise provided in 5. above, any situation which may arise that cannot be satisfactorily resolved by the Local Apprentice Committee shall be referred to the FCA Canada.- Unifor National Apprentice Committee. (c99)

### **(14a.15) FCA-Unifor Apprentice Committee**

- (a) A FCA Canada Unifor Apprentice Committee shall be established of three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet as required, but in any event not less than twice yearly.
- (b) The duties of the FCA Canada Unifor Apprentice Committee shall be as follows:
  1. To adopt procedures for the timely and orderly conduct of its business.
  2. To establish a Uniform Apprentice Application and Selection Procedure, including apprenticeship tests, interview form, and criteria for the evaluation of seniority and prior training and based on Ministry standards. Exceptions to the Uniform Apprentice Application and Selection Procedure may be made by the FCA Canada Unifor Apprentice Committee for qualified applicants who possess unusual qualifications.
  3. Develop an orientation program to assist potential candidates in assessing their preparedness and understanding of the program.
  4. To deal with matters concerning the application of the terms of this Supplemental Agreement.
  5. To study the effects of the employment of apprentices on the employment of journeypersons in the trades involved and other matters that may involve the training of apprentices by journeypersons in the shop.

## **SKILLED TRADES**

6. To receive regular and special reports regarding apprentice training, including the number and distribution of apprentices.
7. To approve the issuance of certificates of graduation.
8. To review and decide upon appeals of Apprentice Committee decisions involving the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to this apprenticeship. A decision of the Committee is final and binding and, as contemplated in Section (3.4) (b), is not within the power and authority of the Appeal Board.
9. To take appropriate action on a matter referred to the Committee pursuant to Section (14a.14) of this Supplemental Agreement.
10. To discuss and recommend changes in the Schedule of Work Processes, including the related training, of the Apprentice Program and to recommend such schedules for future trades. The Company and the National Union may adopt and agree to such recommendations.
11. To issue periodic reports to the parties hereto on the operation of the program and to discuss and recommend changes in this Supplemental Agreement which may be negotiated at the proper time.
12. To determine the number of apprentices to be assigned to each location, such determination to be based on the estimated average number of natural attrition of skilled trades employees at each location; estimated future additional skilled trades requirements; business conditions; availability of certain skilled trades classifications to hire, the ability of the facility to absorb and manage additional apprentices and such other factors as the Committee may from time to time consider relevant and appropriate; and further subject to Section (14a.21).

## **SKILLED TRADES**

- (c) Save as otherwise provided in (b)8 above, matters not resolved by the Committee may be referred to the Impartial Chairperson. (c99, c12, c16)

### **(14a.16) Length of Training Program**

- (a) Apprentice courses are set forth in Section (14a.18), Shop Schedules. The number of hours required for graduation varies somewhat between different trades as determined by Ministry requirements. Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation.
- (b) All overtime actually worked during any term period shall be counted as hours worked and applied against the period total. If, in the opinion of the Local Apprentice Committee, an apprentice is working excessive overtime hours as to unduly shorten the length of the training program, the Local Apprentice Committee may limit the credit of such overtime hours toward the schedule of work process. (c99)

### **(14a.17) Prior Training**

An apprentice applicant who (1) has had prior training in a recognized apprentice training program, or (2) a FCA Canada seniority employee who desires to enter the apprentice training program, or (3) an apprentice who, has had military service will have such training and experience evaluated in accordance with the standards established by the National Apprentice Committee, provided complete details of same, including diplomas, certificates, degrees, transcripts of marks, course descriptions and hours, have been submitted in writing prior to acceptance into the program. (c99)

### **(14a.18) Shop Schedules**

The apprentice shall serve through a series of operations as indicated in the shop schedule. This Schedule, which is included in Section (14.7) Appendix (1), is set up as a guide and if apprentices are employed in a trade for which a schedule of work processes is specifically set forth in the

## **SKILLED TRADES**

aforementioned Appendix, the schedule of work processes shall be adhered to unless local conditions, Ministry requirements, and/or progress of the apprentice requires rearrangement in which case FCA Canada and the Unifor National Apprentice Committee may make such rearrangement. The Company and the National Union may agree to revise Section (14.7) Appendix (1) or agree to Schedules of Work Processes for other classifications.

### **(14a.19) Related Training**

The Company shall provide the required related training set forth in the Schedule of Work Processes during the apprenticeship. Apprentices shall be paid at their applicable regular rates as outlined in schedule 14a-9(a) for actual school attendance, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements on or after the effective date of this Agreement shall not be subject to overtime or premium pay under Sections (8.4) and (8.5) of the Production and Maintenance Agreement and corresponding sections of other agreements, and such time shall not be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Company under the SUB Plan. (c99)

### **(14a.21) Assignment of Apprentices**

The parties discussed the value to the Company and the Union of the apprenticeship program and the desire to build on program successes to date. Recognizing the Union's and the Company's progressiveness in this area, and the wishes of both parties to expand the program, when appropriate, keeping in mind the desire of both parties to not grow the program at a rate beyond that which can be effectively managed., the parties agree during the life of the 2016 Agreement:

## **SKILLED TRADES**

- (a) Pursuant to P&M Section 14a.15 (12)- FCA-Unifor Apprentice Committee, business conditions permitting, up to seventy-five (75) apprentices could be recruited and allocated to FCA Canada facilities; and
- (b) The Company shall ensure that its apprentice program is maintained at all locations (Brampton, Etobicoke, Windsor), unless otherwise determined by the FCA-Unifor National Apprentice Committee.
- (c) Should plant demographics not support a pool of applicants that would ensure an appropriate return on Apprentice Program investment, the company may align through the intake of external applicants after discussion with the National Apprentice Committee. Upon successful competition of the intake selection process, apprentices will be placed by seniority.

The Company further agrees, as contemplated in Section (14a.15), that all new apprentice intakes shall be allocated as per the direction of the FCA-Unifor National Apprentice Committee. Upon successful completion of the intake selection process, apprentices will be placed by seniority.

In the event factors considered in 14a.15 (12), at any plant location do not warrant recruiting and allocating the number of apprentices as provided above, the company will convene a meeting with the FCA-Unifor National Apprentice Committee to discuss the potential of reallocation opportunities. (n99, c02, c16,c20)

### **(14a.22) Apprenticeship Agreement Form**

This Agreement, made in triplicate, this .....date of 20 between FCA Canada and the FCA Canada Unifor National Apprentice Committee established under the terms of the FCA Canada.-Unifor Agreement, and ..... residing at.....hereinafter referred to as the Apprentice:

WITNESSETH:

FCA Canada Inc.

agrees to engage.....as an apprentice to learn the trade of.....in accordance with the terms of the Supplemental Agreement-Apprenticeship and Apprentice Standards as set forth in the FCA Canada.-Unifor Agreement.

The apprentice agrees to diligently perform the work of this trade and the related training and to be governed by the terms of the Supplemental Agreement-Apprenticeship and Apprentice Standards; to conform to and obey the rules and regulations of FCA Canada and to keep all trade and business secrets of FCA Canada.

The apprentice further agrees that upon completion of the apprenticeship program and obtaining the required number of hours, the apprentice shall write the examinations required to obtain the applicable Provincial Certificate of Qualification.

The term of apprenticeship, and the processes, methods, or plans to be taught shall be as set forth or referred to in the Supplemental Agreement-Apprenticeship and Apprentice Standards which, by this reference, are made a part of this Apprenticeship Agreement.

IN WITNESS WHEREOF: The parties have caused this Agreement to be signed.

Unifor National  
Apprentice Committee  
National Union

FCA Canada  
Apprentice Committee  
FCA Canada  
(c99)

**(14a.23) Apprenticeship Mentor Training**

During the current negotiations, the parties discussed jointly developing cost-effective mentorship training for journeypersons involved in the apprenticeship program. The training will focus on how to foster the transfer of knowledge in supporting the apprentice to develop their skills and maximize their potential.

(n16)

**HEALTH AND SAFETY**

**(15.1) MEMORANDUM OF UNDERSTANDING  
HEALTH AND SAFETY**

This Memorandum of Understanding supplements the Production and Maintenance Agreement between FCA Canada and Unifor, as follows:

WHEREAS, no subject is of greater concern to the Company and the Union than the physical well-being of employees in FCA Canada—plants, and in our recent negotiations no subject received or deserved a higher priority than promoting safe and healthy working conditions in the plants; and

WHEREAS, the parties agree that an on-going program, in which both will jointly participate and cooperate, will aid in achieving this objective,

WHEREAS, The Company recognizes its obligation to provide as safe and healthy a working environment for employees as it reasonably can and both parties agree to use their best efforts, jointly, to achieve that end. Responsibility for health and safety matters remains, however, with the Company,

WHEREAS, The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding,

WHEREAS, the Company and the Union mutually recognize the challenges in the market place from both foreign and domestic competitors require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavours benefits all of the parties; Unifor through a strong and viable membership; the employees through job satisfaction and job security; and the Company through achieving its goal of becoming a world

## **HEALTH AND SAFETY**

class competitor through the implementation of world class methodologies for safety.

The parties agree that in order to make constructive progress in this regard, there is a need to reach a common understanding of the concept of "Jointness" and to establish a facilitating mechanism to assure that the various programs related to changes in the health, safety and ergonomics environment are appropriately and effectively administered. The term "Jointness" is understood to mean that world class methodologies will be developed, implemented, monitored, and evaluated in an autonomous and collective manner by the Company, the Union and all employees. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem-solving process; and sharing the rewards of achieving common goals.

The parties agree that the appropriate facilitating mechanism for joint health and safety endeavours is the National Joint Health and Safety Committee.

NOW, THEREFORE, it is hereby agreed as follows:

### **1. NATIONAL JOINT HEALTH & SAFETY COMMITTEE:**

A National Joint Health & Safety Committee, hereafter referred to as the National Committee will be established, consisting of two (2) representatives of the National Union appointed by the President, National Union, Unifor and two (2) representatives of the Company appointed by the Senior Manager, Environmental Health & Safety (EHS) Canadian Operations of the Company, herein referred to as the National Committee. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety.

## **HEALTH AND SAFETY**

The National Committee shall:

- (a) Meet at least quarterly at mutually agreeable times and places. Minutes will be prepared for each meeting by the co-chairs.
- (b) Receive the Company's safety and health programs and make necessary or desirable recommendations, including any new or revised safety policies/procedures.
- (c) Develop and recommend to the Company an appropriate annual training program to be established for Union members of the Local Committees.
- (d) Develop and recommend to the Company guidelines for employee training and education.
- (e) Review and analyze federal, provincial or local standards or regulations, which affect the health and safety programs within the Company.
- (f) Review significant plant health and safety, ergonomic and environmental concerns that may arise from Canadian facilities and make necessary or desirable recommendations
- (g) Receive, review and analyze the monthly First Aid Index and Injury Frequency Index data for all plants with a view to giving guidance to the Local Joint Health & Safety committees.
- (h) Receive Loss Prevention Survey/Fire Insurance Loss Inspection Reports. The parties recognize that such reports may not accurately or properly characterize issues relating to employee health and safety matters and may not be a violation of municipal, provincial or federal codes.
- (i) Receive and deal with matters referred to them by Local Committees.
- (j) Review and discuss new emerging technologies distinct from existing technologies, such as the electrification of vehicles, robotics, artificial intelligence, the adoption of innovative ergonomic technologies, nanotechnology, and workplace psychological health and safety.

**2. LOCAL JOINT HEALTH & SAFETY COMMITTEE:**

A Local Joint Health and Safety Committee, hereinafter referred to as the Local Committee, will be established in each plant, consisting of two (2) certified representatives appointed by the Plant Management and two (2) certified representatives appointed by the President of the Local Union. The two members from the Union will be the two Health and Safety Representatives in those locations which have two Full time Health and Safety Representatives. In those locations, which have one Full time Representative, the second member of the committee will be the alternate Health and Safety Representative. The President of the National Union, shall advise the Corporate Labour Relations Staff in writing of the names of these appointees and the plant in which each is assigned. No Union member of a Local Committee shall function as such until the Company is so advised.

**DUTIES OF LOCAL JOINT HEALTH AND SAFETY COMMITTEE**

The Local Committee shall:

- (a) Function as a high profile, non-adversarial Joint Committee managing the plant's health and safety programs and processes to safeguard the health & safety of its employees.
- (b) Recognize that JHSC duties and responsibilities, when shared, will further improve committee relationships, promote growth of the committee's success through making each committee member responsible for formal investigation, analysis, reporting and recommending improvements, in such areas as Accident Control, Hazard Recognition and Removal, Legislation Compliance, Corporate Health & Safety Policy and Program compliance.
- (c) Recognize that through joint participation, communication and responsibility the JHSC members will better equip FCA Canada and

## **HEALTH AND SAFETY**

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- Unifor to jointly meet the challenges of Health & Safety in the future.
- (d) Meet at least once each month or may meet weekly at a mutually agreeable time and place to review health and safety conditions within the plant and make recommendations in this regard as they deem necessary or desirable. Minutes will be prepared for each meeting by the Co-Chairs and a copy forwarded to the National Committee.
  - (e) Receive copies of the employer's report to WSIB (Form 7) of all accidents or work related illness cases that require medical attention as prescribed by legislation, review/receive upon request results of the plant safety investigation of such accidents and make any necessary or desirable recommendations. Investigate work-related fatalities and serious accidents. When such events occur during any shift, Management will notify the Union Health and Safety Representative and the National Coordinator, inform the Union member of the facts, request the Union Health and Safety Representative and the National Coordinator to enter the plant and investigate such events.
  - (f) Receive a copy of the plant's report on injury and illness for the pertinent period.
  - (g) Ensure that their floor audits including S-58 and their regular joint health and safety audits, include the random selection of a tradesperson or service person each time they complete a cycle of their audit and have them exhibit their knowledge of how to lockout a specific piece of equipment and/or work cell.
  - (h) Jointly take appropriate steps to ensure all employees who participated in occupational hygiene sampling are informed of the results and obtain a signed copy of the results. Where corrective action is required the Union members of the Local Committee will be informed of the measures to be taken. Results of all breathing zone and appropriate area air samples will be entered in the employee's medical records. Such results shall

## **HEALTH AND SAFETY**

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be provided upon request to the employee or the employee's authorized agent as prescribed by legislation (Reference P&M Letter: Confidential Medical Information).

### **TRAINING:**

During negotiations, the parties discussed the importance of continuing training for the health and safety representatives at each location. The parties agree to support the development of all health and safety representatives by requiring them to complete the National Health and Safety Training program courses, including refresher training, and the legislative requirements of the JHSC.

All health and safety representatives will be afforded the opportunity to obtain the JHSC construction safety certification. Those who are certified may be required to monitor construction safety activities within their respective facility. The Company reserves the right to select a third party provider for this course / certification during the first year of the contract for this training and agrees to utilize the Unifor National Health and Safety Training Coordinator for future offerings.

The NJHSC will outline a blended (classroom and online) training plan for all health and safety representatives which may include external program sources if an internal equivalent program does not exist. The purpose is to construct a training plan to ensure all health and safety representatives have the necessary knowledge base to carry out their responsibilities.

The Company agrees to:

Provide 40 hours annual training for members of the Local Committees. In addition, the union, upon consultation with the NJHSC, may select up to five (5) additional bargaining unit employees, who perform health and safety or ergonomic duties as part of their current role, to be included in the training. The Company agrees to pay for lost time,

## **HEALTH AND SAFETY**

registration where necessary, lodging and transportation. The Union will be responsible for meals and other expenses for the union Safety Representatives. In addition to initial instruction, members of the Local Committees will receive specialized training appropriate to the nature of the work performed in their plants. The National Union Health and Safety Department will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.

### **3. DUTIES OF THE UNION HEALTH & SAFETY REPRESENTATIVE:**

The Union Health and Safety Representative in carrying out their duties will follow the direction of the Local Union Officers and the Plant Chairperson within the facility. It is understood and agreed that each member of the Joint Health and Safety Committee of the Union who is a regular employee of the plant will perform their respective duties in a manner which compliments safety and operational efficiency at all times. The Union Health and Safety Representative shall:

- (a) Conduct weekly workplace systematic inspections of the plant as per the Act, to ensure that there is a safe, healthy and sanitary working environment in each plant,
- (b) Provide copies of written inspection reports to the Local Committee and to management on a monthly basis, and ensure all areas of the facility receive a workplace inspection at least annually,
- (c) Submit copies of the inspection reports to the NJHSC on a quarterly basis,
- (d) Accompany Government Health and Safety inspectors, National Union Health and Safety professionals and Corporate Health and Safety professionals on inspections and audits of the plant. Advance arrangements should be made to permit participation in such audits,
- (e) Be notified in advance, and participate whenever possible, in health and safety inspections by Government officials or by consultants retained by

## **HEALTH AND SAFETY**

the Company, and be afforded an opportunity, to provide any pertinent information to such officials or consultants.

- (f) Review, recommend, and participate in local safety education and information programs.
- (g) Actively participate in the annual S58 audit with their joint counterpart utilizing the company approved audit tracking system and participate in the closure of any findings,
- (h) Develop, approve and audit Job Safety Risk Assessments (JSRAs)
- (i) Complete contractor safety audits when contractors are performing work within the facility
- (j) Complete all training programs and requirements as set forth by the NJHSC,
- (k) Respond to and assist in the resolution of work refusals
- (l) Actively participate in the weekly safety meetings (ie. WIRB, safety tag review, SEWO review) and construction planning meetings
- (m) Maintain and update JHSC boards throughout the facility
- (n) Communicate inspection results or employee concerns to the JHSC

The Union Health and Safety Representative of the Local Joint Health and Safety Committee shall jointly participate whenever possible in the Industrial Hygiene (IH) program in the plant, including accompanying the Corporate Industrial Hygienist or designate during sampling events.

The following form the basic elements of the program:

1. The company is to provide direct read equipment for measuring noise, air contaminants, and air flow which will be available for use when needed.
2. Continued training including calibration and use of equipment, fundamental industrial hygiene practices, provincial regulations, permissible exposure limits, the hierarchy of controls, as well as interpretation of specific sampling results and/or

## **HEALTH AND SAFETY**

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reports will be provided over the term of the agreement. The National Joint Health and Safety Committee, in conjunction with Corporate Industrial Hygiene shall review training programs and provide recommendations for additional Industrial Hygiene training as needed.

3. Periodic reviews of the facility noise surveys, velocity measurements and mapping shall be conducted.
4. Observation, measurement, or sampling of the occupational environment shall be conducted. Exposure results from all personal breathing zone air sampling will be entered into employee's medical records. The Local Joint Health & Safety committee shall be informed in writing of such exposures and any recommendations and corrective actions where applicable as well as how an employee was notified of exposure. Upon written request by the tested employee such results shall be provided to the tested employee.
5. The company is committed to improving the services provided by its Industrial Hygiene staff. This will include the regular monitoring of employee exposures to regulated and/or hazardous workplace air contaminants and measurement of ventilation system functioning at operations with a potential for hazardous exposures or in areas as requested.
6. The Company reserves the right to select and hire appropriate consultants for Health & Safety services. The Local Joint Health & Safety committee will be notified when consulting Industrial Hygiene services will be employed.
7. Management in conjunction with the Local Joint Health & Safety committee at each facility, will develop and implement an air sampling plan if required. The Local Joint Health & Safety committee in conjunction with the Corporate Industrial Hygiene staff and others involved will determine the need for a plan to include measurements for both routine and intermittent exposures. The parties recognize

## **HEALTH AND SAFETY**

the importance of participation in local efforts to reduce personal exposures. Corporate Industrial Hygiene staff shall coordinate air sampling events with the Local Joint Health & Safety committee.

8. All data obtained shall become the exclusive property of the Company with any interpretation, reporting, dissemination of data performed by Corporate Industrial Hygiene. Any reports and surveys will be provided to the Local Joint Health & Safety committee and posted where applicable.

### **4. ADMINISTRATION:**

- (a) In the event the Union Health and Safety Representative is absent for one (1) day or more, the member may be replaced by an employee who has been designated as the regular replacement (alternate) by the Local Union with the concurrence of the National Joint Committee on Health and Safety, provided, where possible, the Union Health and Safety Representative has given local Management advance written notification of the expected absence of the regular Union Health and Safety Representative. As soon as practical following the effective date of this Agreement, the Local Union shall provide to the Company the names of the employees who have been designated by the Local Union as regular replacements (alternates).
- (b) It is understood that the Union Health and Safety Representative on each Local Committee who does not qualify to perform these functions forty (40) hours per week has a regular job to perform and that the Union Health and Safety Representative will advise the Supervisor concerned on each occasion when it is necessary for the Union member to leave the Union member's regular job in order to function as a member of the Local Committee. The Union Health and Safety Representative on the Local Committee shall be permitted to attend the regular meeting of the Plant Shop Committee and, at the request of the Local

## **HEALTH AND SAFETY**

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Union President, attend Special Conferences during the portion of such meeting or conference when health and safety issues or grievances thereon are discussed. Furthermore, the Union Health and Safety Representatives shall be permitted to meet locally with the National Coordinator twice per year. It is understood that these meetings will be of no cost to the Company and the National Coordinator shall provide either the plant personnel manager or direct supervisor with reasonable advance written notification of such meetings.

- (c) The Union Health and Safety Representative shall be assigned to the first shift in plants, which have one full time representative. In plants with more than one full time representative, each representative shall be assigned to a specific shift and they shall follow the normal shift rotation.
- (d) It is understood that the Union Health and Safety Representative on each Local Committee will be paid only for such time spent in performing these functions as occurs during the time when the Union Health and Safety Representative is otherwise scheduled to work except as provided by legislation.
- (e) Each plant will make available to such Union Health and Safety Representative a place in an office where the Union Health and Safety Representative can write reports or review health and safety material. In addition, the Union Health and Safety Representative will be provided a computer/printer and a lockable filing cabinet or drawer to keep health and safety material.
- (f) The Union Health and Safety Representative shall be scheduled to function for overtime when 50 or more of the employees on the Health and Safety Representative's shift including outside contractors and vendors are working during plant layoffs, model change or a plant rearrangement, or when requested by Management to perform their Health and Safety Duties.

## **HEALTH AND SAFETY**

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- (g) The privilege of the Union Health and Safety Representative of a Local Committee to perform these duties during regular working hours is subject to the conditions (i) that the time be devoted to the prompt handling of matters which are proper pursuant to the terms of the Memorandum or existing legislation and the privilege shall not be abused and (ii) that if it is necessary for a Union Health and Safety Representative of a Local Committee to speak to an employee about a health and safety matter the Union Health and Safety Representative shall make prior arrangements with the employee's Supervisor to do so unless authorized by legislation.

### **5. DUTIES OF THE COMPANY:**

- (a) Provide the health and safety representatives access to electronic mail, HASCON, OHS website and Company approved databases, (read only). It is understood that the information retrieved from these programs remains the property of the company and is to be kept confidential. This confidential information is to be used solely to assist the union health & safety representative in carrying out their legislative and contractual requirements.
- (b) Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.
- (c) Provide equipment and training for measuring noise, humidity, temperature and airflow, which will be available for use by the Local Committees. Requests for chemical, physical and biological exposure monitoring will be reviewed with an Occupational Hygienist. Sampling may be conducted by the Occupational Hygienist or by a member of the Joint Health and Safety Committee under the direction of the Occupational Hygienist when deemed appropriate. Proper arrangements shall be made to permit the Union Health and Safety Representative of the Local Committee to

## **HEALTH AND SAFETY**

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- use the safety and industrial hygiene equipment available to the Management members of the Local Committee and in which the members of the Local Committee have received training.
- (d) Provide written notification to the Local Committee of any ongoing changes in the make-up of chemical products used in the plant.
  - (e) Provide competent staff and medical facilities adequate to implement its obligation as outlined in (f) below.
  - (f) Provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.
  - (g) Provide the specific tests required for employees in jobs with special physical requirements. The Plant Doctor will be available to discuss privately with an individual employee the medical results of tests performed by the Company.
  - (h) Arrange for regular OH&S compliance audits of each plant by the Company's Industrial Health and Safety Staff and provide special audits at the request of either a plant management or the National Union. The reports and recommendations will be provided to National and Local Health and Safety Committees and management.
  - (i) Provide access, upon reasonable notice, to all Company plants and locations to health and safety representatives of the National Union. Reports on such surveys will be provided to the Company.
  - (j) Provide to the Union members of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the National Union's health and safety professionals upon request.

## **HEALTH AND SAFETY**

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- (k) Inform the Union when safety related medical surveillance programs are being conducted at FCA Canada locations.
  - (l) Advise Local Committees and the National H&S Coordinator of any fatalities and critical injuries occurring in FCA U.S. facilities within 2 days of FCA Canada being notified. Additional information will also be distributed in writing as received.
  - (m) In the event of a work refusal under the Occupational Health and Safety Act occurring on the same shift as the regular Health and Safety Representative, it will be the company's procedure to call the Health and Safety Representative. Where a work refusal occurs on an off shift, the Health and Safety Representative or designated alternate will be notified. Should the company be unable to reach the regular Health and Safety Representative, or the designated alternate, the company will contact the Steward for the area who, from our experience, is usually present when a work refusal occurs.
  - (n) Provide in writing to the Union members of the Local Committees and on request, the National Committee any process of biological, chemical or physical agents or combination of such agents used or intended to be used in the workplace, including those in use by outside contractors, and the manner of use including:
    - (1) the ingredients considered hazardous in keeping with federal and provincial legislation thereof stating their full chemical name or names.
    - (2) the composition stated in percentage ranges as legislated where appropriate and the properties thereof.
    - (3) the toxicological effect thereof.
    - (4) the effect of exposure thereto whether by contact, inhalation or ingestion.
    - (5) the protective measures used or to be used in respect thereof.

## **HEALTH AND SAFETY**

- (6) the emergency measures used or to be used, including a description of the remedies and antidotes to deal with exposure in respect thereof.
- (7) the effect of the use, handling and disposal thereof.

When a need arises that 'Full Chemical Information' on a product is required, every effort will be made to obtain such information. The information received will be shared with the Local Committee for purposes of hazard assessment and shall be protected as legislated.

- (o) Assure that each facility maintains defibrillation equipment under the care and control of a trained and qualified individual(s).

### **6. HEALTH & SAFETY DUTIES OF STEWARDS & COMMITTEEPERSONS:**

- (a) Once per week the Steward or Committeeperson on each shift in each zone/district of each plant along with the area Supervisor shall conduct a Workplace Safety Observation Tour or Safety Management Audit Training, of their zone/district to determine whether safe, healthy and sanitary conditions are being maintained, consistent with the World Class Manufacturing process.
- (b) During their weekly Workplace Safety Observation Tours, the appropriate Steward / Committeeperson and Maintenance / Service Personnel Supervisor shall randomly select two (2) employees to exhibit their knowledge and proficiency to lockout specific equipment they service. During the Workplace Safety Observation Tour or Safety Management Audit Training, the Supervisor and Steward / Committeeperson shall also inspect and verify the accuracy of the lockout placards.
- (c) Additionally, the Steward / Committeeperson shall report to the Supervisor of the area any conditions, which is believed to be in need of correction. Once made aware of the concern, the Supervisor shall conduct an investigation. If it is determined that a hazard exists which requires immediate corrective

## **HEALTH AND SAFETY**

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action, the Supervisor will take the appropriate steps to remove the hazard. Where the parties involved agree that immediate action is not required and where additional assistance is necessary, the Hazard Recognition Process (OHM) shall be initiated. All concerns and the disposition of said concerns shall be documented and retained by the Steward / Committeeperson and the Supervisor involved with copies provided to the Local Joint Health and Safety Committee.

- (d) It is expected that the Steward / Committeeperson and the Supervisor will continue to communicate with each other on all matters in this regard until the final disposition has been achieved. Those matters not resolved may be referred to the Local Joint Health and Safety Committee for disposition. All matters not resolved by the Local Joint Health and Safety Committee shall be placed on the agenda of the next scheduled Weekly Incident Review Board Meeting. Those situations deemed to be urgent by a member of the Local Joint Health and Safety Committee can be referred directly to the National Joint Health and Safety Committee.
- (e) This procedure shall not preclude the filing of a health and safety grievance at Step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the plant Supervision and the local Union representatives. Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.

Nothing herein shall be construed to restrict any employee's rights under Parts 5 and 6 (S.43 to 50 inclusive) of the Occupational Health and Safety Act, in effect on the date of this agreement.

In addition the Company agrees that its duties and responsibilities under Part 2 (S.8 to 11 inclusive) and Parts 3, 4 and 7 of the Act shall be minimum standards incorporated under this agreement. (c96, c99,c02, c05, c12, c16, c20)

**(15.2) Implementation of Revised Legislation In the Area of Health and Safety**

During the current negotiations the Union raised with the Company its concern regarding possible future changes to the Occupational Health and Safety Act and Regulations.

Amendments were made to the Memorandum of Understanding, Health and Safety, to address those concerns.

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the rights expressed in the Memorandum, a mechanism will have to be determined to maintain the functional dimension of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which so affects the employee's right to refuse unsafe work, the National Joint Health and Safety Committee shall meet within 10 days' notice of a written request to meet. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the National Committee will be assisted and supported by the Chairperson of the FCA Council for Unifor and the Manager, Labour Relations and Security, FCA Canada.

It was further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties in order to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of this agreement would be considered a minimum standard.  
(n96)

**(15.3) Joint National Environmental Committee**

During these negotiations the Company demonstrated its concern for the environment by outlining the programs and policies which are in place in the plants and offices.

As well, Unifor has become deeply involved in environmental issues, at both the National and local levels.

Therefore, it is agreed that to demonstrate this joint interest a National Environmental Committee will be established by the parties. The committee will consist of two people, from the Union, the National Health & Safety Coordinator and a Representative designated by the President of the National Union for Unifor and two people, from the company, the Manager of Health & Safety and Manager of Environment representing FCA Canada.

The National Committee shall:

- Meet 4 times annually at mutually agreeable times and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to FCA Canada employees.
- Develop and issue a joint statement regarding the environment, recycling and energy conservation pertaining to FCA Canada employees.
- Discuss and make recommendations regarding possible future programs for the plants and offices concerning the environment, recycling and energy conservation.
- Promote and support ongoing programs in the plants and offices relating to the environment, recycling and
- Receive and discuss appropriate issues referred to them by the plants and offices.
- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Discuss other duties and responsibilities of this Joint Environmental Committee at its regular meetings as jointly agreed on.
- Be agreed by the parties that this committee and its functions will not be adversarial and its

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clear purpose is to promote environmental awareness of all FCA Canada workers.

- Be agreed by the parties that environmental issues and statistics pertaining to FCA Canada discussed at this committee are to be held confidential if so requested by any member. (c99, c02)

### **(15.4) Joint Workplace Environment Committees**

The Company and the Union are committed to implementing world class environmental policies in accordance with world class manufacturing principles

To demonstrate this joint commitment, Joint Workplace Environment Committees will be established by the parties at the assembly plants. The committee will consist of two representatives selected by the Union and two representatives selected by the Company. The Unifor Environmental Representative will be allowed to function for up to 40 hours per month. The other Unifor member of this committee would be allowed time to attend meetings of the Joint Workplace Environment Committee.

Specifically, the Joint Workplace Environment Committee members will:

Meet monthly at a mutually agreeable time and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to FCA Canada employees.

Discuss and make recommendations regarding possible future programs for the plants concerning the environment, recycling and energy conservation in consultation with the Joint National Environment Committee, and participate in E2HS audit preparation.

Promote and support ongoing programs in the plants relating to the WCM Environmental Pillar and E2HS.

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Receive and discuss appropriate issues referred to them by the employees or the Company.

Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.

Support corporate citizenship, community outreach, and in-plant environmental awareness, promotion and other activities as agreed upon by the Unifor Environmental Representative and the company Environmental Representative.

It is understood that any information shared remains the property of the Company and is to be kept confidential. This confidential information is to be used solely to benefit plant environmental activities. The Company reserves the ability to withhold sensitive or confidential information which would not otherwise be available for general distribution within the Company or for public distribution due to its nature, proprietary or otherwise.

The Company and the Union agree that it is beneficial to share appropriate information with respect to plant environmental activities with other FCA Canada plants.

In this regard the Company and the Union agree that the Senior Manager, Environmental Health & Safety (EHS) Canadian Operations and the National Health and Safety Coordinator will convene an annual three day (24 hours) meeting/training for the Joint Workplace Environment Committees from each Assembly plant to discuss environmental activities. This can include the North American Company environmental seminar. The Company will pay for scheduled hours worked, registration where necessary, lodging and transportation. The union will be responsible for meal(s) and other expenses for the union representatives. It is hoped that this innovative approach will increase environmental awareness within FCA Canada. The parties agree that the Unifor Environmental Representatives will receive training on Chemical Safety (GHS),

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Transportation of Dangerous Goods, Hazardous Waste, Environment Management Audit Training (EMAT) and Hazmat Spills Response - First Responders Awareness Level over the term of the agreement. This training will occur when regularly scheduled sessions are offered. It is expected that the Unifor Environmental Representatives will apply this knowledge in consultation with the management Environmental Specialist at each location.

During negotiations the company and union had dialogue regarding their mutual concern for the environment. Both parties acknowledged the efforts and the numerous positive results of the Workplace Environmental Committees, and specifically, the contribution of the Unifor Environmental Representatives to company initiatives. (n96, c99, c02, c12, c20)

### **(15.5) Job Hazard Awareness (Safety Risk Assessment)**

During negotiations the parties discussed the Company's method of providing to the employees information regarding the hazards associated with their particular job.

The Joint Safety Risk Assessment (JSRA) will be the tool utilized to identify and record risks.

Such instruction meets the Supervisors duty as legislated and should be presented before starting the job.

The parties also discussed the Company's program with respect to periodic safety talks with employees. These talks which are usually conducted by members of plant supervision serve the purpose of reminding the employees of the importance of safe work practices and encourages awareness to potential hazards in the workplace. Both parties share the view that conditions, equipment and processes differ by plant and that safety talks must of necessity be handled on a plant-by-plant basis.

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The parties are aware that many individual plants have developed safety talk procedures which are effective in their design and manner of presentation and which in some cases, make use of the latest recording and multi-media technology (e.g. DVD, CD ROM etc.). The review of these programs is a proper subject for discussion by the National Committee so that this information may be communicated to other FCA Canada Plants for their evaluation.

Further, the parties agreed that the content of safety talks and method of delivery will be addressed by the Local Joint Health and Safety Committees and that they may develop and recommend specific materials for inclusion in the program. (c05, c12, c16)

### **(15.6) Protective Clothing and Personal Protective Equipment (P.P.E.)**

During negotiations, the parties discussed the policy of the Company to issue protective clothing and P.P.E. at no cost on the basis of the need for such clothing and P.P.E. on a particular job.

In making the determination of the need for protective clothing and P.P.E., consideration will be given to factors such as safety and job requirements. Protective clothing and P.P.E. will be determined for specific jobs utilizing the Job Safety Risk Assessment (JSRA) process per SMI-167 (Personal Protective Equipment).

The Company's policy is that protective clothing and P.P.E. may only be withdrawn with the discontinuance of an operation for which it had been issued or where the conditions for which the protective clothing and P.P.E. was issued no longer pertains or where the issuance or retention is no longer consistent with the basic policy statement outlined above.

All protective clothing and P.P.E shall be from Company approved sources. In accordance with SMI-161 (Pedestrian Safety), the Company will provide high visibility vests. As an alternative seasonal option, the Company may approve other

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high-visibility protective clothing and P.P.E for select operations if requested by the JHSC.

Where appropriate the Supervisor must properly instruct the worker on use, fit, care and storage of P.P.E.

Each location may develop a program to provide external appliances to employees (i.e. wrist, elbow or knee braces) when the need is recognized by either the company doctor or by the employee's physician and approved by the company doctor. It should be recognized that these appliances are not a permanent solution to the problem.

When such a device is approved, the Company doctor will advise the plant to review the operation for possible ergonomic improvement, through the Joint Health and Safety Committee and plant Ergonomist.

Complaints arising in connection with the administration of the foregoing should be reviewed with the supervisor, and, if unresolved, with the Labour Relations Supervisor. (c96, c02, c05, c20)

### **(15.7) Safety Glasses**

- (a) The Company will provide prescription safety glasses to active employees and TPT employees working on a job or in an area where eye protection is a company requirement provided the employee furnishes a prescription from the employee's own doctor or optometrist. It is understood that invisible line bi-focal, tri-focal lenses, rose tint #1 or #2, progressive #1, and task specific eyewear for computer operators under certain conditions are included in this program. The Company will replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from the doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

The parties agreed that a wider selection of plastic and metal frames are included in the program.

Further the parties agree that a 100% Eye Safety Program is desirable in certain plants and areas and the Union will support such programs where they are warranted for safety reasons. (c96, c99, c02, c12)

### **Task Specific Prescription Eyewear**

This letter is to confirm the conditions of obtaining task specific eyewear under the company's safety glass program. Computer operators who wear bi-focals or tri-focals may be eligible for "ComfortEyes" (task specific eyewear) in lieu of bi focal or tri-focal lenses. To be eligible, a prior ergonomic assessment must be completed on the employee's job station indicating a need for "ComfortEyes", an ergonomic program vision questionnaire must be completed, a medical specialist's report must be obtained recommending "ComfortEyes", and the employee must be regularly assigned and working at a computer for at least 6 hours daily at a work station. (n99)

### **(15.8) Safety Shoes**

During the recent negotiations the parties discussed a subsidy towards the purchase of safety shoes. The Company agreed to provide active production employees with up to a one hundred and twenty-five dollar subsidy towards the purchase of safety footwear from Company-approved sources, not more than once each contractual year through the Payroll Deduction Program. An employee who elects to purchase safety footwear in accordance with this understanding shall wear such footwear on the job.

It is further understood that all active Skilled Trades employees (as in the P&M Agreement - List of Skilled Trades Active Classifications) and Apprentices, will be provided with up to a one hundred and fifty dollar subsidy towards the purchase of "Green Patch" construction safety grade footwear and that electricians shall use their subsidy towards the purchase of "OMEGA/Green Patch" construction grade safety footwear, not more than once each contractual year through the Payroll Deduction Program. It is understood that

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all Skilled Trades and Apprentices shall wear such footwear on the job.

It is understood that if safety footwear is purchased for less than any of the provided subsidies, the amount paid by the company will be the actual cost of the footwear.

Temporary Part Time (TPT) employees will be eligible to participate in this program after having worked 30 days.

It is understood by the parties that employees hired by the Company as vacation replacements, more commonly referred to by the parties as "summer students" will not be entitled to participate in this program. (c96, c99, c02, c20)

### **(15.9) Energy Lockout / Energy Control Program**

During the 2005 negotiations the Company and the Union discussed the FCA mandatory Manufacturing Technical Instruction - Safety; SMI - 107, "Control of Hazardous Energy (Lockout)" and specific plant lockout / energy control procedures. In order to remain effective, all lockout / energy control programs must be reviewed, updated as necessary and re-emphasized whenever new machinery and equipment is introduced.

In that context, within ninety (90) days following ratification of the agreement and thereafter in January of each year, the written plant lockout / energy control program shall be reviewed by the Local Joint Health and Safety Committee and the Plant Shop Committee to assure compliance with government and applicable FCA instructions. It is understood that the Committees will discuss the program and, as deemed necessary, make recommendations to improve upon it. The program shall then be reviewed and signed by the Joint Leadership (Plant Manager and the Local Union President / Plant Chairperson) and submitted to the National Joint Health and Safety Committee. The Joint Leadership review shall be documented in the minutes of the Weekly Incident Review Board Meeting for January of each year. This will ensure that each plant has an effective lockout / energy control program. (n05, c12)

Machine and equipment lockout/energy control graphics required by the Company's Policy (SMI -107) shall be reviewed every three years to ensure lockout points are appropriately identified and representative of the procedure required for lockout/energy control. Upon completion of an initial audit it will be determined if the review time of three years is adequate. The parties agree to re-evaluate the review cycle and make changes as required. The Local Joint Health and Safety Committee shall maintain documentation of the completed reviews. (c16)

### **(15.10) Health & Safety – Working Alone**

During the negotiations leading to the current collective bargaining agreement the parties discussed the Company's policy with respect to the assignment of employees to work in isolated areas. Each local Joint Health and Safety Committee shall assess the work activities in their plant to determine those specific work activities they consider hazardous for working alone and shall make recommendations to local Management for consideration. It is the policy of the Company that when such assignments are recognized as potentially hazardous, appropriate precautions are taken. Such precautions include providing air sampling and ventilation when necessary, necessary protective equipment, a reliable communication system, appropriate personnel surveillance arrangements, training and, as required, adequate support personnel assigned to the area. When an employee brings to management's attention a situation where they are reasonably concerned their safety is at risk because they are working alone, management will provide a Job Safety Risk Assessment (JSRA). If a JSRA is not available, the Local Joint Health and Safety Committee will coordinate the completion of a JSRA within five (5) working days. The Local Joint Health and Safety Committee, working with the local joint leadership if necessary, will determine appropriate safety measures to implement until the JSRA has been completed. Following completion of the JSRA, each location will jointly update or develop a written Standard Operating Procedure for the job task assigned in the isolated area. Employees handling

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potentially hazardous materials for non-routine activities may consult the Local Joint Health and Safety Committee for specific requirements. This will not change or restrict any mutually satisfactory local practice.

The National Committee, in consultation with the Local Committees, has developed guidelines for implementing Working Alone procedures at the local levels. (c96, c02, c05, c16)

### **(15.11) New, Rebuilt or Relocated Equipment**

During current negotiations the parties discussed our mutual concern regarding the timely installation of necessary safety measures on new, rebuilt or relocated equipment.

The Company and the Union agree that the FCA Canada / Unifor health and safety partnership is a journey of continuous improvement that has earned world-class recognition. To that end, the parties agreed that the selection of measures required on new, rebuilt or relocated equipment to protect the health and safety of workers will continue to be based on the hierarchy of safeguarding methods, which gives preference to engineering solutions over procedures and personal protective equipment.

Furthermore, where practicable, the Company agrees, as early as possible in the planning process, to involve the Local Joint Health and Safety Committee in the joint review of new plant layouts, new manufacturing equipment and major process changes where worker health and safety may be affected.

The Company and the Union have made significant progress over the years in implementing and enhancing a procedure that mandates the early involvement of the plant Local Joint Health and Safety Committee in the key development phases of new equipment programs. This effort has led to the inclusion of a milestone meeting procedure in the Advance Manufacturing Engineering Specifications to

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provide that the plant Local Joint Health and Safety Committees are included, at appropriate steps, in the project build cycle. In addition, the Company advises that the Engineering Specifications require the Original Equipment Manufacturer (OEM) design processes with control reliable architecture, and energy control (lockout) systems that facilitate safe worker access and simplicity of operation. Annually any modifications to the EHS General Safety Standard for Industrial Equipment will be reviewed with the Union at a National Joint Health and Safety Committee meeting.

It is Company policy to encourage the active participation of members of the Local Joint Health and Safety Committee in the health and safety review and approval process of machinery and equipment at the manufacturer's location where practicable, and in the plant prior to start up with a view to providing constructive recommendations to Management.

The Company will continue its present purchasing policy in regards to sound emissions for new and rebuilt equipment and processes as described in the manufacturing standard, "Sound Level Specification for Industrial Machinery and Equipment" and strive to engineer and design new equipment to attain a time weighted average noise limit that does not exceed 77 dBA for initial production start up.

For most equipment the sound emissions shall not exceed 80dB(A) average sound level (L(avg.)) at a distance of one (1) meter from the perimeter of the machine or at any operator's position.

Notwithstanding the process described above, the parties recognize that compliance to the Ontario Occupational Health and Safety Act, Industrial Establishments Reg. 851, Section 7, "Pre-Start Health and Safety Reviews" is the final step in the approval process for new, rebuilt and relocated equipment. (c96, c05, c16, c20)

### **(15.12) Ergonomics**

During the current negotiations the parties discussed the value of the application of Ergonomics in the FCA Canada plants.

The Company assured the Union that it is committed to efforts, where feasible, to improve the interface of employees with the workplace. Accordingly, each Plant Manager will designate an Industrial Engineer, or another qualified member of Management, to have responsibilities for Ergonomics. In carrying out job station design at the introduction of new processes, procedures or the changing of job assignments all Industrial Engineers shall complete the approved and standardized FCA Ergonomic Check List. It is understood that the Ergonomic Checklist is a screening tool to identify any potential ergonomic related issues. The check list will be explained to the Local Joint Health and Safety Committee before its launch when they may make recommendations. The check list may in the future be computerized. The Local Joint Health and Safety Committees will address ergonomic concerns on a continuing basis with the plant Management designate.

It is intended the Local Joint Health and Safety Committees with assistance from the Unifor Local Ergonomic Committee will address ergonomic needs on a priority basis and work progressively toward improving workplace/employee interface. When an ergonomic concern is beyond the scope of the parties and requires further expertise, a consultant may be hired to evaluate the problem.

When the parties agree upon ergonomic solutions, they will be implemented on a priority basis.

In addition, the parties understand the importance of implementing sound ergonomic guidelines at the earliest stages of the product/process development cycle. Where New Technology is to be introduced into a plant, the Joint Health and Safety Committee will be given the opportunity to review the technological changes and to make recommendations with respect to ergonomic concerns. Ergonomic design criteria are contained within the FCA Tool

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Design Standards Do's and Don'ts. Design and Process personnel, including suppliers, will review the principles of the FCA Do's and Don'ts and take them into account when working on advance programs. The Company will review Section 15 Do's and Don'ts with the National Joint Ergonomics Committee (NJEC) every six (6) months.

It was agreed that the Company would conduct a needs assessment for ergonomic training for industrial engineers to be shared with the Unifor National Health and Safety Coordinator and the Unifor National Ergonomics Coordinator. Furthermore, it was agreed to include the Union Time Study Representative in ergonomic training programs provided to industrial engineers.

### **National Joint Ergonomics Committee:**

During negotiations, the Company agrees to establish a National Joint Ergonomics Committee (NJEC). The committee will meet quarterly at mutually agreed upon times and places. An agenda will be prepared in advance. This joint committee will consist of two (2) representatives from Unifor and two (2) representatives from the company. Each party will appoint to the committee at least one (1) member who has professional training in ergonomics.

As required, the company representative will be responsible for contacting key ergonomics professionals from the Advanced Manufacturing Engineering (AME) organization to discuss new model design matters that are mutually agreed upon by the NJEC.

Among those matters that will be appropriate for discussion by the committee include:

1. Plant applications and support of Unifor/ FCA Canada Ergonomics Process
2. Training of Local Ergonomics Committees (LEC)
3. FCA Production Systems – Ergonomics
4. Results of completed FCA ergonomic studies.
5. Advanced ergonomic applications at the company, including early involvement of the LEC into the new model design process.
6. Current State of Ergonomic Checklist Activity, including IE checklists on all element moves and

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ErgoPAL utilization as part of the Ergonomic Database Suite.

7. Development of application guidelines for standing-support solutions including "comfort matting", with considerations given to relevant plant data, wood floor pilot programs, and all other applicable research.

The parties agree that by working jointly, positive gains in employee morale, and quality and that a reduction in injury rates, and costs would be realized. The Company and the Union further agree it would be beneficial to share among the various plants what each one is doing with respect to ergonomic activities. The NJEC will provide forty 40 hours annual training for the Local Ergonomics Committee. The Company will pay for scheduled hours worked, registration where necessary, lodging and transportation. The Union will be responsible for meals and other expenses for Union representatives.

### **Local Ergonomics Committees (LEC):**

In negotiations, the Company and the Union discussed their joint commitments to efforts where feasible, to improve the interface of employees with the workplace through ergonomics. Each assembly plant, manufacturing unit or Parts Distribution Centre of 125 employees will establish a Local Ergonomics Committee (LEC) with the objective of exploring and introducing ways to reduce injuries and illnesses through the application of ergonomics.

This committee will consist of 4 (four) members; the Unifor H&S Representative/Ergonomic Representative, and either the Unifor Time Study Representative or a committee person and the Management Safety Specialist/Administrator and either the plant ergonomist or another qualified member of management responsible for ergonomics.

The LEC should work to identify priority jobs requiring remediation. Several factors should be considered when identifying and resolving priority jobs. Some of these factors may include injury rates, lost time rates, ergonomic check list

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scores, ergonomic secondary analysis results, and cost benefit analysis. . Medical tracking tools should be used to verify employees are experiencing injuries on these jobs. To facilitate these endeavours, the company agreed to provide the LEC members access to electronic mail, OHS website and the OHM (read only).

During 2008 Negotiations, the company assured the union that a good faith effort will be made to implement permanent ergonomic solutions within a six (6) month time frame after the LEC determines that corrective action is required, and has prioritized the remediation. If an identified priority is unresolved following six (6) months the LEC will provide a status update target date to the attention of the plant leadership. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and the reasons need to be documented. Formal follow-up on improvement actions should be completed within one (1) month after the final solution is in place to confirm its effectiveness.

The Company and the Union have made significant progress in facilitating information sharing regarding ergonomic improvements across facilities. Ongoing enhancements in communication and information sharing have led to the development of the Ergonomic Database Suite. Access to the database has been provided to the LEC members. The database allows the LECs to document the remediation of priority jobs and share the information across facilities. Within the database, the highest priority jobs are labeled "Top Five". The LEC will work aggressively to effectively develop the "Top Five" list and find practical, feasible, and economical solutions to these high priority jobs.

### **International RSI Awareness Day**

Each year on the last day of February, the company and the union agree to promote awareness of repetitive strain injuries in order to reduce their occurrence. Initiatives used to promote RSI awareness could include safety talks, videos disseminating written material and/or posters.

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### **The Unifor/ FCA Canada Ergonomics Process**

The study of ergonomics examines the interaction between the worker and the work environment, including such factors as machinery, tools, equipment, control panel design, and others. If the match between the worker and their work environment is poor, the worker's ability to perform the job may lead to, in the short term, fatigue, and in the long term, physical injury and/or disability. In addition improper job design may hinder the worker's ability to produce high quality work and may result in increased absenteeism and decreased job satisfaction.

The parties developed the FCA Canada / Unifor Ergonomic Process - for use in all of its plants. This process was reviewed during the current negotiations and it was agreed that this would be a living process, which would be updated as required by the NJEC. (c96, c99, c02,c05, c12)

### **(15.13) Heat**

In our recent negotiations the parties mutually recognized the desirability of an orderly procedure for accommodating employee requests to be excused from work during periods of excessively hot weather.

During such periods it is the Company's general procedure to honour the requests of individual employees to be excused from work up to the number that can be spared.

When the number of employees requesting permission to be excused would, if granted, affect the efficiency of the operations, the Company is prepared to give full and complete consideration to a written request by the Union to the Plant Manager to suspend or shorten the scheduled hours of work.

In making its decision management will give due regard to the requirements of the plant, the existing conditions in the plant and the desires of employees. Consistent with the maintenance of efficient plant operations, every effort will be

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made to excuse employees in a reasonable time as replacements become available.

In our discussions today, we agreed that it would be useful for representatives of the Company and Union including the National Health and Safety Coordinator and Health and Safety Representatives to meet on or before May 15 in each year to discuss the implementation of the matters raised in this letter with a view toward maintaining normal operating schedules during periods of excessively hot weather.

During excessively hot weather, Plant Management may provide Electrolyte Replacement drinks to those employees affected. (c02)

### **(15.14) Heat Stress Index**

During current negotiations Heat Stress conditions for individuals and groups were discussed.

It was agreed that Plant Management will meet with the Plant Committee and Local Joint Health and Safety Committee to discuss ways of reducing Heat Stress as well as monitoring and communications.

The Heat Stress Index recommended by ACGIH and adopted by the Ministry of Labour is calculated using readings which include temperature, humidity, radiant heat and air flow and are compared with established allowable levels of Heat Stress which take into account work intensity and relief time.

When Heat Stress conditions prevail, the Local Joint Health and Safety Committee shall receive training and will monitor temperature and humidity and inform Management and Union of their findings.

Affected workers will be informed of such findings and appropriate relief measures including those developed by the FCA Medical Department will be employed.

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Prior to conditions exceeding the ACGIH Index for Heat Stress, Plant Management and the Health and Safety Committee will meet with the Plant Committees and discuss options available to Management in the event conditions worsen. (c96)

### **(15.16) Review of Medical Department Programs**

During current negotiations the Union requested the opportunity to review Medical Department programs at FCA Canada plants.

This letter will confirm that the Company is prepared to arrange for the plant physician(s) as necessary to meet with the National Health and Safety Committee, at a mutually agreeable time, to review Company medical programs and policies. This review is limited to matters of no accessibility of medical records, medical department organization, compliance with Designated Substances Regulations, medical programs and policies, or other mutually agreed to issues submitted in advance of such meeting by members of the National Health and Safety Committee. (c02, c05)

### **(15.17) Confidential Medical Information**

During the current negotiations the parties discussed the confidentiality and disclosure provisions of the Health Disciplines Act (Ontario).

The Company will instruct its medical department to review this matter with the National Health and Safety Committee at an early date with the objective of developing an understanding of the requirements of the Act.

It is understood that the Company's medical department will provide, upon request, and as prescribed by legislation and interpreted by the College of Physicians and Surgeons of Ontario to each employee or the employee's authorized agent, the results of any examination or treatment performed by the Company's medical department.

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It is understood that the Union is not automatically an authorized agent as described in the Health Disciplines Act (Ontario). (c96)

### **(15.20) Noise Abatement Program**

During negotiations, the parties discussed various aspects of noise abatement in the Company's plants.

It is evident that the problem of noise varies in kind and intensity in each plant. Thus, it is not feasible to establish a specific noise abatement program generally applicable throughout all the Company's facilities.

The parties agree that the JHSC will be consulted for noise abatement across the plant. The JHSC will make recommendations to senior management, on a priority basis, of areas deemed to be over the legislated requirements, and assist in the plans to undertake progressive improvements.

Management also agreed that a consultant may be engaged for purposes of assisting in the determination of recommended improvements. The parties further agreed to conduct audiometric tests annually for those employees who work, on a regular basis, in areas where TWA noise exceeds 85 dBA and maintain representative noise exposure monitoring results in the medical file of affected employees as defined in the plant hearing conservation program.

The Company will provide custom ear protection once every three years to active employees working in an area where ear protection is a company requirement. The employee must furnish a prescription using the company-provided form from the employee's own doctor or audiologist. Custom ear protection requests are subject to review by company medical prior to approval. The Company will establish the standards and specifications for the ear protection and will select the manufacturing source. (c96, c12, c20)

### **(15.21) Occupational Hygiene**

During the current negotiations the parties discussed the need to have information on all hazardous chemicals before they enter the plant.

#### Toxic Use Control

The Company supports the principle of toxic use reduction through its policy and programs. Materials and processes shall be formulated to eliminate wherever feasible, constituents that are considered potentially hazardous or that could possibly harm the environment or health of the customer or employee or adversely affect the occupational safety of an employee.

#### Carcinogens in the workplace

The company shares the union's concern regarding employee exposures to recognized carcinogens, as worker safety and health is of prime importance to the company. In this respect FCA has policies and procedures (CS-9003: Environmental, Health and Occupational Safety Requirements for Regulated Substances or Processes and Product Recycling Reporting Requirements and ETI-102: Instructions for the Application & Requesting of Non-Production Hazardous and Potentially Hazardous Material) in place, which either prohibit or restrict the use of hazardous chemicals like carcinogens from parts, materials, equipment and/or tooling supplied to the company for use in its products. Furthermore, it is recognized by both parties that the documents listed above are living documents and substances may be added, and in some cases deleted, based on the current state of knowledge concerning the substances.

Presently, the following materials are prohibited in all products that are supplied to FCA Canada.

Asbestos (132207-33-1,12172-73-5,12001-29-5,12001-28-4);  
Bis (chloromethyl) ether (BCME)(542-88-1);  
Carbon tetrachloride (56-23-5);  
Halon (353-59-3, 75-63-8);  
Hydrobromofluorocarbons (HBFCs)(1868-53-7);

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Methyl bromide (74-83-9);  
Methyl chloroform (71-55-6);  
Polybrominated biphenyls (PBBs) > 0.001% (59536-65-1);  
Polybrominated biphenyls (PCBs) > 0.001% (1336-36-30);  
Polychlorinated terphenyls (PCTs) > 0.001% (61788-33-8);  
Products of endangered species as defined by US Endangered Species Act  
Tris (1-aziridinyl) phosphine oxide (545-55-1);  
Tris (2,3-dibromopropyl) phosphate (TRIS)(126-72-7);  
Vinyl chloride monomer > 0.001% (75-01-4);

Furthermore, the company will continue in its efforts to minimize the potential for worker exposures to hazardous substances through substitution where feasible, engineering controls like ventilation, isolation, or through the use of personal protective equipment. The selection of controls will be based on the hierarchy, which gives preference to engineering solutions over procedures and personal protective equipment.

### **Metal Working Fluids**

During these negotiations, the parties discussed employee exposures to Metal Working Fluids. It was acknowledged that over the past decade the Company has made significant strides in improving the overall workplace environment within its facilities. Moreover, it should be noted that employee exposures to metal working fluids are consistently below the Ministry of Labour prescribed limits.

Furthermore, during negotiations the company advised the union that the company will endeavour to engineer and design new equipment to attain a level of 0.5 mg/m<sup>3</sup> time weighted average (TWA) for initial production start-up. Furthermore, efforts will be made to attain this level after startup. Moreover, the company agreed that, for its existing equipment, it will strive to obtain a FCA exposure guideline of 1.0 mg/m<sup>3</sup> or less.

### **Hazardous Communication Sheets**

The company will provide computer access to the Hazard Communication Sheets for the Unifor H&S Representatives.

## **HEALTH AND SAFETY**

### Measurement and Sampling

The company intends to control, through professional industrial hygiene practice and methods, employee exposures to the lowest of the following currently adopted guidelines, regulations, or recommendations of the organizations identified below:

- Ontario Regulation 833 - Control of exposure to Biological or Chemical Agents;
- Ontario Regulations 835 - 846 - Designated Substances;
- U.S. Occupational Safety and Health Administration's Permissible Exposure Levels (PEL);
- FCA Company Occupational Exposure Limits (OEL);
- American Conference of Governmental Industrial Hygienist's Threshold Limit Values (TLV) for Chemical Substances in the Work Environment.

### Powered Industrial Vehicles

The company and the union discussed the replacement of internal combustion powered industrial vehicles with electric vehicles for in-plant use when such vehicles require replacement. The parties also discussed the emissions from the use of internal combustion powered vehicles and taking appropriate action, where necessary to control carbon monoxide exposure levels. The company advised the union it would consider the replacement of material handling vehicles and floor scrubbers/sweepers powered by internal combustion engines with electrically powered vehicles, to control carbon monoxide exposures from material handling vehicles used inside the plant where this is economically and technologically achievable.

(c96, c99, c02,c05)

### **(15.22) Chemical Data Link CCOHS**

During the current negotiations, the parties discussed the desirability of accessing the on-line information systems of the Canadian Centre For Occupational Health and Safety and making this information available to Local Joint Health and Safety Committees.

## **HEALTH AND SAFETY**

The company agrees to purchase CD ROM players for the Health and Safety Reps.' Computers. The company further agreed to provide an annual subscription "CHEMpendium" from CCOHS. (c96, c02, c12)

### **(15.23) Records of Breathing Zone Exposure**

During the current negotiations the Company assured the Union that results of all breathing zone samples taken in our Canadian plants will be entered in / on the employee's medical file.

Further where it has been established by a nurse or doctor because of a visit to first aid that an employee has had an exposure to a workplace chemical or process emission, the nurse or doctor shall enter the part number of the chemical and/or the chemical name on the employee's medical file.(c05)

### **(15.24) Canadian Health Research**

During the current negotiations the parties devoted considerable attention to the subject of occupational health within groups of FCA employees represented by Unifor.

The Company recognizes that there is value in health research and will pursue jointly with Unifor, proposals for occupational health and engineering control research studies by reputable institutes and/or universities. It was understood that such research would be funded by other than Company sources.

Such proposals should be directed to the National Joint Health and Safety Committee.

The Company agrees to provide the Unifor National Health & Safety & Ergonomics Coordinator with copies of completed Occupational Health & Safety & Ergonomic Research Projects conducted by the Company in its U.S. facilities.

## **HEALTH AND SAFETY**

During negotiations, we discussed the various ergonomic research projects that are, from time to time, conducted by the company at its U.S. facilities. Specifically addressed were research projects that are not published in peer reviewed journals or otherwise made available to the public. The company agreed to provide the "lay summaries" of these research projects, to the Unifor National Ergonomic and Health & Safety Coordinators respectively, following receipt of approval from the appropriate authority, normally the funding agency.

(c96, c99,c05)

### **(15.25) Preventive Maintenance**

During the current negotiations, the Company and the Union discussed problems associated with maintaining a safe working environment. The Company assured the Union of its continued recognition of the value of a sound Preventive Maintenance Program and the need to maintain, with priority, the high safety standards established for machinery and equipment.

Within four (4) months of the effective date of the new Collective Agreement, the Company will prepare a letter for distribution to all locations that stresses the need and importance of established preventive maintenance programs with regard to safety-related items and ventilation systems. An updated written program will be reviewed and signed by the Joint Leadership (Plant Manager and Union Local President / Plant Chairperson) annually at the January Weekly Incident Review Board Meeting. The signed program will be then submitted to the National Joint Health and Safety Committee. (c05, c12)

### **(15.26) Health and Safety – Use of Camera**

During negotiations, the Company agreed to provide one digital camera to each local Joint Health and Safety Committee which will be made available for use by both the management and union members of the committee to be used as an aid in conducting joint investigations and inspections where special circumstances dictate the need,

## **HEALTH AND SAFETY**

such as where photographs are necessary to enable the Local Joint Health and Safety Committee to adequately explain or describe serious safety or health problems to responsible plant management. The union members of the Local Joint Health and Safety Committee may also use the camera to photograph health and safety items that are being referred to the National Joint Health and Safety Committee. Additionally, the Company agreed to provide a digital camera to each Regional Ergonomics Committee.

It is understood that all photographs will be jointly reviewed at the earliest opportunity. Such photographs shall remain the property of FCA Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally.

In those plants in which a video camera is available the Local Joint Health and Safety Committee will be permitted its use as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where a video camera is needed to video tape health and safety items that are being referred to the National Joint Health and Safety Committee.

Upon request, the union member of the Local Joint Health and Safety Committee will be provided with a copy of video tape which relates to health and safety matters in the plant. Such video tapes shall remain the property of the FCA Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally. (c96, c99, c02, c05, c16)

### **(15.28) Safety Concern Resolution (Safety tools/ Hotline)**

During 2005 Negotiations, the parties recognized the importance of resolving health and safety concerns before they become work refusals and without loss of production. To this end the parties agree that a standardized Safety Concern Resolution System be developed to document

## **HEALTH AND SAFETY**

employee health and safety concerns. Therefore, in order to embrace the IRS (Internal Responsibility System) and properly address safety concerns, the appropriate safety tools and/or the internal hot line will be utilized.

### **Roles & Responsibilities**

#### **A) Employee**

Employees upon identifying a concern will immediately report the concern to their Supervisor for prompt investigation.

#### **B) Supervisor**

The Supervisor shall promptly investigate the Employee's concern. If the concern is not valid, the Supervisor shall communicate the findings to the Employee. If this is unsatisfactory to the employee, the employee is encouraged to escalate the concern to the Local Joint Health and Safety Committee. If this is still unsatisfactory, the employee is encouraged to utilize the internal hotline. If the Supervisor determines the concern to be valid the Supervisor shall take appropriate actions to remediate the concern within the same shift. Where remediation of the concern is not possible during the same shift the Supervisor shall enter the necessary details utilizing the appropriate safety tools for follow up and correction. Additionally, the Supervisor will provide a copy of the electronic form to the Employee. It is the responsibility of the Supervisor to follow up and advise the Employee of progress and closure of the concern. Finally, the Supervisor shall advise the Local Joint Health & Safety Committee of the completed corrective action for the purpose of verification and concern closure.

#### **C) Local Joint Health & Safety Committee**

The Local Joint Health & Safety Committee's role is to ensure all open safety concerns are monitored for completion.

#### **D) Unresolved Concerns**

## **HEALTH AND SAFETY**

Any matters not resolved by this process after all steps have been followed may be placed as an agenda item and presented by the Local Joint Health & Safety Committee at the next Weekly Incident Review Board Meeting. (c96, c02,c05)

### **E) Internal Hotline**

An employee can anonymously report a concern to Corporate Environmental, Health & Safety by calling the OS&H Hotline at 248-512-0100

(c16)

### **(15.29) Minute of Silence**

During the course of these negotiations the Union requested one (1) minute of silence be observed in the plants covered by this Agreement in memory of those persons who have died in industrial accidents. The minute of silence will be observed each year on April 28, at 11:00 a.m. or at such time as determined by local plant management which will have the least impact on plant operations.

In addition, the Unifor National Health & Safety Coordinator may make recommendations to the NJHSC on proactive initiatives that the company and union may take to promote the day of observance and health and safety awareness, such as flying flags at half-mast, safety talk or disseminating promotional written material. (c02,c05)

### **(15.31) Joint Statement on Health and Safety Work Refusals**

During the current negotiations the Company and the Union reaffirmed their commitment to provide a safe and healthy workplace for employees. The parties agree that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and co-operative manner. Further, the Company committed that the rights offered to employees by the Occupational Health and Safety Act as it exists with the effective date of this agreement would remain intact as outlined in the Memorandum of

## **HEALTH AND SAFETY**

Understanding, Health and Safety, notwithstanding legislative changes that may alter these fundamental rights.

The Company recognizes that the workers' right to refuse to work is clearly defined in provincial health and safety legislation as it read on the effective date of this Agreement and is an integral part of employee rights in the workplace.

However, the parties recognize the importance of resolving health and safety concerns before they become work refusals and without loss of production. Within this context, the parties focused their discussion during negotiations on methods and means by which health and safety issues and concerns could be addressed in a mutually satisfactory manner such that employee health and safety work refusals could be significantly reduced in number.

During these discussions, the parties focused on the *Hazard Recognition Process* as the foundation for effective efforts in this regard. The use of this process was deemed to be of particular value in addressing the ergonomic concerns of employees, where the hazard is not imminent but of significant concern to the employee. The Union and the Company agree that forthright efforts must be put into place to alleviate the problem(s) identified by the employee.

The Company expressed its concern over employee health and safety work refusals where Supervisors have no prior knowledge of such concerns or dangers. The parties acknowledged that in these cases it is detrimental to Company and Union efforts to protect the health and safety of workers. In addition, production lost during such refusals has a negative impact on the Company's competitive position and the job security of employees. Consequently, both parties re-affirmed their commitment to effectively implement the *Hazard Recognition Process*. Following negotiations, the National Joint Health and Safety Committee will work with each Local Joint Health and Safety Committee to determine and resolve local problems associated with the effective application of the *Hazard Recognition Process*. In this regard the National Joint Health and Safety Committee

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will be assisted and supported by the Chairperson of the FCA Council for Unifor and the Manager, Labour Relations and Security, FCA Canada. (c96, c05)

### **(15.32) Substance Abuse**

During negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In this regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger their safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the effective implementation of the Employee Assistance and Substance Abuse Program.

The company and union agree the use of drugs or alcohol can adversely affect safety, job performance, morale, the work environment, and can place the integrity of the Company's operations and the safety of individuals at risk. (c20)

### **(15.33) Computers**

In past negotiations the parties discussed the needs of Union Health and Safety Representatives with regard to improving communications and tracking of information.

The Company will provide a computer complete with appropriate software for use by the Plant Union and Health and Safety Representative(s). In negotiations, the Company agreed to provide a computer with appropriate software for use by the Regional Ergonomic Representative(s). Training on the use of the computers will be provided as soon as possible after placement of the computers.

The Union assured the Company, Health and Safety Representatives would share in the work of the Health and Safety Department by producing standing reports and Health and Safety meeting minutes. Further it was agreed the

## **HEALTH AND SAFETY**

Health and Safety Representative will use the computer to track plant Health and Safety Audits as prescribed.

The computers are Company property and as such will be subject to software content audits. (c96, c99,c05)

### **(15.34) Smoking in the Workplace**

During negotiations the company and the union discussed the adverse impact of smoking, both on the health of the employee who smokes and on the health of other employees in the workplace. The parties discussed the advantages of a smoke free workplace and the need for effective programs to comply with provincial and municipal legislation regarding smoking in the workplace. (n99,c05)

### **(15.35) Emergency Procedures**

During negotiations, the parties discussed emergency evacuation procedures and severe weather (take cover) procedures at each plant location. The parties recognized that employee awareness is a key element of these preparedness plans. As a result, the parties agree that the company will review its emergency evacuation procedure and severe weather (take cover) procedure with employees in the form of a safety talk at each plant annually.

The parties agree that the JHSC will be provided the opportunity to take an active role during any evacuation planning discussions, scheduled drills and follow up meetings for their respective location in order to capture employee feedback and recommendations for improvement. (n99, c20)

## **TRAINING**

### **(16.1) FCA-Unifor National Training Committee**

During the current negotiations, the Company and the Union indicated their mutual interest in advancing the learning of employees through education and training. The parties agreed that employee training has positive effects on product quality and productivity and should provide opportunities for employees to expand their knowledge and improve their sense of accomplishment.

The parties indicated that many aspects of employee education and training require the cooperation and commitment of both the Company and the Union.

Accordingly, the parties have agreed to maintain the FCA-Unifor National Training Committee consisting of five representatives of the National Union and five representatives of the Company, to be appointed respectively by the Unifor President of the National Union and Director of Labour Relations and Labour Economics of the Company. The members of this Committee shall include at least one person who is familiar with the training needs and related problems of employees in each of the following areas (i) office and clerical employees (ii) engineering employees (iii) skilled trades employees, but excluding apprentices covered by the Supplemental Agreement relating to apprentices, and (iv) all production and maintenance employees. The Committee will meet on a quarterly basis.

The FCA-Unifor National Training Committee shall have responsibility for investigating, developing and implementing new and/or expanded training programs and will be responsible for the following:

- (i) Review current training programs of each location;
- (ii) Discuss and recommend training programs to reinforce basic employee skills;
- (iii) Analyze long term training needs for employees;

## **TRAINING**

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- (iv) Explore availability of external funding through Sectoral Council Training Boards and other government programs;
  - (v) Establish links with educational and training institutions;
  - (vi) Encourage participation in joint training initiatives;
  - (vii) B.E.S.T.

The parties acknowledged that some programs, previously established, will continue during the term of the Collective Agreement. In addition, to these programs, the parties identified the following for review by the National Training Committee:

- Union Awareness
- Industry Overview
- Building Respectful Work Places
- Women and Technology
- Health and Well Being
- Community and Government Awareness
- Pre-Retirement Planning
- Building Respectful Work Places for Union Leadership
- Racial Justice

The National Training Committee may conduct other activities that will support employees in the advancement of their learning. (n96, c99, c02, c05, c20)

### **(16.2) Training Fund National Training Committee**

During the current negotiations the parties focused on the importance of training and the role played by the National Training Committee. In reaffirming its commitment to training, the parties agreed to establish a Training Fund as a means of funding the development and implementation of employee skills and training activities. The Fund will come under the direction of the National Training Committee.

In this regard it was agreed the Company will make available up to a maximum \$11,403,841.00 (representing the value of up to twenty-eight (28) hours training per active employee as

## **TRAINING**

of the effective date of this agreement) for use by the National Training Committee over the term of this collective agreement to fund the development and implementation of training programs approved by the committee. Four (4) hours will be approved by the committee and will be used for administrative activities. This amount includes the balance of the Fund established during the 2020 negotiations. All monies will be recovered from the Special Contingency Fund.

The Fund will provide for training program development costs, trainers (including wages, benefits, and other expenses incurred with the development and implementation of training programs), program material costs, employee travel costs, and labour costs associated with employees attending approved training. (n96, c99, c02, c05, c08, c20)

### **(16.3) Health and Safety, Environment, Leadership Training and Research Fund**

During the current negotiations, the Company agreed to provide funds to the Union in support of health and safety, environment, leadership training and research activities. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to 5.0 cents (\$0.05) per hour worked during the term of this Agreement. (n96, c02, c05)

### **(16.4) Health and Safety Trainers**

During the 2005 negotiations the Company and the Union discussed the recognition of the FCA Canada / Unifor Health and Safety Partnership as world-class and the contribution that employee training played in that achievement. Notwithstanding the successes achieved to date, there is still much to be done. Accordingly, the parties agree that we must continue to move forward and improve at an even faster pace to meet world challenges. It is within this context that the parties agree to implement the following initiatives to

## **TRAINING**

provide the highest quality and the most efficient delivery of training programs to our employees.

### **1. Training Coordinators and Trainers**

Given the need to utilize resources in the most efficient manner possible, the Company agrees to provide the following for training activities at the Windsor Assembly Plant, and the Brampton Assembly Plant.

#### **Coordinators**

National Health and Safety Training Coordinator	1
Windsor Assembly Plant	1

#### **Trainers**

Windsor Assembly Plant	6
Transportation & Tech. Facilities	1
Brampton Assembly Plant	2

Duties of the Coordinators will be co-ordination, development and tracking of procedures relative to training in addition to training of other FCA instructors where required.

### **2. Trainer Utilization**

- (a) Notwithstanding the fact that the Trainers noted above will be utilized first for training, the Company and Union recognize there may be occasions when training cannot occur. Commensurate with this available time the Trainers will be responsible for the following as directed through the respective plant Coordinators who report to the Training and Communication Supervisor:

#### **Launch Assist**

- investigation and Feedback of launch and quality related concerns to enhance the delivery of training programs related to quality.

#### **Health & Safety**

- Develop 5 minute Safety Talks
- Co-ordinate Annual Health & Safety Week Activities

- Noise Survey assist where required
- Lockout and WHMIS Reviews (Employee Training Retention)
- Workplace Label Verification
- (i.e. Solvent & Secondary Containers and drums)
- Track Employee Training and Report Preparation
- Annual Chemical Inventory Adjustment Review

### **Communication**

- Postings, Bulletin Board Notices, Newspaper Distribution, Broadband system input
- Daily Information Compilation for Class preparation (i.e. previous days quality statistics, production numbers and key events)

### **Community**

- Grass Roots activities including Plant Tours and Company Awareness

It should also be noted that the Trainers will be responsible to instruct all training modules and may be required to augment other FCA facilities to instruct where applicable.

In the event the amount of training at either facility is reduced to a point where trainers are redundant, the Company will meet with the Union to determine the necessary training requirements.

- (b) The parties agree that the quality of training delivery and the ability of trainees to retain that which is being taught is critical to our joint training programs. Therefore, in order to foster an atmosphere conducive to higher learning, the parties agree to the following:

Number of Trainees per Class:

Classroom Theory:

Minimum of One (1) to Maximum of Twenty (20)  
Hands On / Practical (CPR, PIV Operator, Man-lift etc):

Minimum of One (1) to Maximum of Six (6)

## **TRAINING**

(It is understood that there may be occasions when either the Company or the Union may want to deliver instructions or training to employees in groups larger than Twenty (20). The parties agree that these events will be jointly discussed and pre-planned prior to the event).

Hands On / Practical

= One (1) Trainer for up to a Maximum of (6) Trainees.

Class Preparation Time

It is understood that Trainers do have ample time available when not conducting training classes to perform class preparation. It is expected that all trainers will utilize their available time efficiently and productively to prepare themselves for their training assignments. It is understood that daily overtime will not be required for Trainer's class preparation.

### **3. Conduct**

The parties agree that Training Coordinators and Trainers are representatives of both FCA Canada and Unifor and as such both the Company and the Union expect that each individual will conduct the training sessions and themselves in a manner that is respectful of both institutions, local practices at various training locations and all individuals.

### **4. Management Participation**

The parties agree that in order to fulfill the due diligence obligations placed upon FCA Canada by legislation, management has the right to attend training courses being delivered by union trainers with the view of ensuring that the training content and materials meet the intent of the specified course materials. It is understood that this activity will be conducted in conjunction with the Unifor National Health and Safety Training Coordinator. In addition, management will ensure that the training times, break periods etc. are

## **TRAINING**

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strictly controlled by the trainers in charge of the training session.

Finally the Company and the Union mutually agree that the activities contained above will be completed in a timely and efficient manner and the Trainers and Coordinators will not be required to perform anything that may lead to a grievance under the current Production and Maintenance Agreement. (c99, c05, c20)

### **(16.5) Local Training Committee**

The Company agreed to establish a local training committee (LTC) in those locations where plant size dictated a need.

The LTC will consist of the present Plant Training Coordinator and a Management employee appointed by the local Plant Human Resources Manager.

The committee will function on an as-needed basis and will:

- meet as required
- review existing training and development programs
- track employee training
- co-ordinate in-plant training programs
- develop in conjunction with National Training Committee programs as required
- promote employee participation

### **(16.6) Health and Safety Training**

During negotiations, the Company and the Union discussed the progress achieved and the recognition of the FCA Canada / Unifor Health and Safety Partnership as world-class. It is within this context that the parties agreed to implement the following initiatives to further improve the quality and delivery of our health and safety training programs.

1. National Joint Health and Safety Training Sub-Committee

## **TRAINING**

The parties agree to establish a National Joint Health and Safety Training Sub-Committee (Training Sub-Committee) which will be a resource to and accountable to the National Joint Health and Safety Committee (NJHSC) to assist in achieving the NJHSC's training objectives. The Training Sub-Committee will be comprised of two (2) representatives from the Company appointed by the Senior Manager, Environmental Health & Safety (EHS) Canadian Operations (Co-Chair) and two (2) representatives from the Union, the National Health and Safety Coordinator (Co-Chair) and the National Ergonomics Coordinator. The Training Sub-Committee will be supported by the Unifor National Health and Safety Training Coordinator.

### **2. Training Program Design**

The NJHSC will pursue the most effective means for the development, packaging and delivery of effective training programs. Additionally, the NJHSC will pursue the Company's standardization objectives to ensure that all training programs are of the highest quality possible. To assure basic uniformity, the Training Sub-Committee will develop guidelines to be used by the plants and Local Joint Health and Safety Committees to design training programs to meet local needs. The NJHSC will also develop a system to review and approve health and safety training programs, including a review of current safety training videos and printed materials for opportunity to update format (ie, DVD, CD). In addition, the NJHSC will establish needs assessment and evaluation processes to determine and evaluate existing and future training programs.

### **3. Training Programs**

The parties discussed various training subjects that should be included under the NJHSC umbrella including topics such as: leadership, roles and responsibilities and general awareness. The parties agree that the following subject matter shall fall under the jurisdiction of the NJHSC:

(a) Journeyperson Apprentice Health and Safety Training  
The parties acknowledged the importance of appropriate and effective health and safety training for all newly hired skilled tradespersons. In this regard, the parties agree that health

## **TRAINING**

and safety training will be provided to each new skilled trades journey person and apprentice as soon as reasonably practical after employment.

The value of the present training programs (i.e. job hazard analysis / safety risk assessment, 5 minute safety talks and safety procedures) were recognized and the Company agreed to place emphasis on improving their presentation. It was further agreed that appropriate and effective health and safety training will be provided to each skilled trades apprentice during the course of their apprenticeship training. The method of providing this training will be jointly established locally and will be reviewed by the local Joint Apprenticeship Committee and the Local Joint Health and Safety Committee with the Local Human Resources Manager.

The training program will be developed and approved by the NJHSC and will include but is not limited to Lockout / Energy Control; WHMIS; Lift Truck Driver: Aerial Lift; Safety Harnesses etc. The training program for Journey person and Apprentices shall be 40 hours.

(b) Committeeperson / Steward Health and Safety Training  
The parties discussed the health and safety training needs for plant shop committeepersons and stewards to assist them to be even more effective in maintaining healthy and safe conditions within their jurisdictional areas.

Accordingly, the parties agree that the Journey person Health and Safety Training Program will be offered to the committeepersons and stewards who have not previously received the training as well as all pertinent health and safety training programs presented to hourly personnel within their jurisdictional areas as soon as reasonably practical after elected.

The training will include Company health and safety procedures, legislation, ergonomics and procedures to address worker safety concerns and ways to reduce work refusals. The Local Joint Health and Safety Committee will coordinate the training.

It is further understood that the Committeepersons' and Stewards' alternates would be allowed to function during the regular production shifts. In the event the Health and Safety

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Representative of the Local Joint Health and Safety Committee attended or participated in the training, time spent would not be considered as part of the allowance under the Collective Agreement if applicable.

### **(c) Alternate Health and Safety Representative Training**

The parties agree that in order to assist "alternate" Health and Safety Representatives to function with confidence and with a knowledge of legislative requirements, Company policies and procedures and hazard awareness, the "alternate(s)" shall be entitled to attend the Journeyperson Health and Safety Training Program as well as all pertinent health and safety programs that apply to their location.

Where the Health and Safety Representative "alternate" is a regular member of the Joint Health and Safety Committee as described in the Memorandum of Understanding, Health and Safety, they would be entitled to attend the annual Joint Health and Safety Committee training.

### **(d) New Hire Health and Safety Orientation Training**

The parties agree that New Hire Health and Safety Orientation training will include, but is not limited to, the Employee's Rights and Duties under provincial legislation; the Role of the Local Joint Health and Safety Committee; WHMIS / GHS; Pedestrian Safety; Specific Plant Safety Rules and Requirements; Personal Protective Equipment requirements; etc. The NJHSC will develop a standardized training program criteria which will identify the training requirements to be delivered at the plant level. The NJHSC will review these programs annually to determine appropriate content and duration of training.

Recognizing that each plant may utilize independent means to achieve appropriate health and safety orientation, the Local Joint Health and Safety Committee may make recommendations regarding content and presentation. When classroom training is presented, a Unifor instructor shall participate.

### **(e) Health and Safety Certification Training**

The parties agree that certification training utilizing the Workers Health and Safety Centre "Basic Certification (4

## **TRAINING**

day) Training Program Part 1" will be provided to the full Joint Health and Safety Committees at all Ontario locations. All Unifor Health and Safety representatives and Alternates will be scheduled to complete Part 1 within 90 days of assuming their position.

FCA/Unifor instructors who have been certified by the Worker Health and Safety Centre, will conduct one training session in the Windsor area and one training session in the Toronto area to accommodate the Joint Health and Safety Committee members from all Ontario locations.

When further certification training is necessary due to a change in the committee membership, the new Joint Health and Safety Committee member will be trained locally.

If the legislation regarding the Joint Health and Safety Committee requirements change, the parties agree to revise the program as necessary.

The Company agrees to provide Basic Certification Training to the alternate Union Health and Safety Representatives at the Brampton Assembly Plant and the Windsor Assembly Plant once during the term of this agreement when there is a change of designated alternate(s). It is understood that this training would be conducted locally.

### **(f) Emergency First Aid (CPR / AED) Training**

The parties discussed the value of Emergency First Aid and (CPR / AED) training in the event that an emergency may arise in the plant during production or maintenance hours. In order that trained workers may be present under such emergencies, the Company agrees to provide Emergency First Aid (8 hour) training and pay lost wages for interested employees up to a maximum of one (1) hourly employee in twenty-five (25).

In addition, due to the nature of the work performed by plant electricians, the Company agrees to provide Emergency

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First Aid (8 hour) training and pay lost wages for electricians, on a voluntary basis.

It is understood that the names of personnel who take this training will be posted in first aid and other appropriate locations and that those employees will be expected to apply appropriate Emergency First Aid in the event of an emergency.

### **(g) WHMIS / GHS**

The parties agree that initial Workplace Hazardous Materials Information System (WHMIS / GHS) training will be provided to those employees who have not yet been trained. Additionally, the parties agree that the program development is a joint effort and delivery will be in a classroom at each location. The Basic Training will be 8 hours, including applicable legislation, occupational hygiene, WHMIS / GHS, personal protective equipment (P.P.E), pedestrian safety, and other subjects as determined by the NJHSC.

### **(h) Energy Lockout / Energy Control Program**

The parties agree that the Energy Lockout / Energy Control Training Program will be developed jointly by the NJHSC and will be 8 hours.

It is understood that the Energy Lockout / Energy Control Training Program will train users on the procedure for generic energy lockout / energy control application. For complex equipment, employees will receive specific energy lockout / energy control procedure instructions from their supervisor or by a person mutually agreed upon by the Company and the Union. Furthermore, users of plant energy lockout / energy control procedures will receive one (1) hour of refresher instruction annually.

### **(i) Lift Truck Driver Training**

The parties agree the initial Lift Truck Operator Training Program will include both classroom theory and practical driving sessions and each will be 8 hours in duration.

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Any worker assigned to operate a lift truck is required to be trained, evaluated and licensed prior to operating any lift truck.

The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.

### **(j) Aerial Lift Operator Training**

Aerial Lift type vehicles (Zoom Booms, Scissor Lifts etc.) vary from location to location as well as by equipment manufacturer and function. The parties agree that training for this type of equipment must be developed locally based on the training recommendations provided by the equipment manufacturer.

Any worker assigned to operate an aerial lift type vehicle is required to be trained, evaluated and licensed prior to operating any aerial lift type vehicle.

The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.

### **(k) Janitors / GSOs**

The parties agree that all Janitors /GSOs will receive Health and Safety training specific to the nature of work that they perform on a regular basis from their respective company. An annual evaluation of these training programs will be conducted by the local JHSC to ensure compatibility to the Company's standards.

### **(l) Arc Flash Training**

The parties agree that electricians and engineers required to work on live electrical equipment outlined in the corporate policy on electrical safety will receive Health and Safety training specific to Arc Flash. This training will be conducted to inform workers of the hazards associated with live electrical work and PPE requirements for safe work practices. Additionally, refresher training will be conducted as necessary, not to exceed three years.

### **(m) Working at Heights Training**

The parties agree that all employees required to work at heights will receive the 8 hour Working at Heights

## **TRAINING**

module. This training will be conducted to inform workers of the hazards associated with working at heights and the PPE requirements for safe work practices. The parties agree to develop refresher training, not to exceed one hour in duration. If the legislation changes, the parties agree to revise the program as necessary.

4. National JHSC Training Programs / Materials  
With the introduction of World Class Manufacturing (WCM) in 2009, many initiatives have been undertaken to transform FCA into one of the top performing manufacturers in the world, including in the area of health and safety. A fundamental principle of WCM is to provide employees with cost effective training that is targeted, timely and standardized.

In addition, the Company and the Union both recognize the importance of meaningful health, safety and hazard awareness training and are committed to continue their joint effort to provide current, up to date, relevant and value added training. The parties agree that within (12) months of the effective date of the new Collective Agreement, the National Joint Health and Safety Training Sub-Committee will undertake a complete review of all current health and safety training programs, legislative requirements, corporate requirements and recognized standards/codes to establish comprehensive schedules for initial and refresher training, including format, frequency, content, duration and number of trainers required per class (based on subject and class size). Existing contractually specified training durations and frequencies will reflect the outcome of this review.

Notwithstanding this commitment, the parties further agree that where the need arises other health and safety training subject matter may be reviewed by the National Joint Health and Safety Committee as proper subject matter for future training program development. (n05, c12, c20)

**(16.10) New Hire Orientation**

The Company and the National Union, Unifor agree to implement a joint orientation program for hourly employees, including employees relocated from other facilities.

The orientation program will be implemented in all plants and locations of the Company where the number of new hourly employees being hired warrants such a program.

The orientation will be conducted prior to the enrollment of a prospective employee except when the number of new hires makes administering the program impractical or unduly burdensome for the representatives of the parties hereinafter described or would delay the commencement of operations for which the new employees are hired. The orientation will consist of information presented in accordance with guidelines established by the Company and the National Union, Unifor. The information will acquaint the employee with work areas, and inform individuals of the benefits, opportunities and responsibilities they will have as employees of the Company and as members of the Union. The program shall be conducted, in part, by a representative of the Plant Human Resources Department and, in part, by an elected or appointed Local Union representative, officer or Benefit Representative designated by the National Union whose other duties at the time of election, appointment or designation shall already permit said individual, if said individual is working on the job, to take time away from work without loss of pay. The orientation shall be conducted during normal plant working hours at times and places determined by Local Plant Management.

In the event that either party believes the program does not meet the provisions of this letter, notification may be given; if by the Union to the Company Labour Relations Staff, or if by the Company to the National Union, Unifor.

The program will not be subject to the grievance procedure and may be terminated at any plant by either the National Union or the Company, upon written notice to the other party. (c02, c05)

**(16.18) Unifor Leadership Training Program**

During these negotiations the parties have discussed the labour education program developed by the Union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of Company financial support of this program. This program, entitled the Unifor Leadership Training Program, has received contributions from the Company since September of 1983.

In recognition, therefore, of the contributions this program can make to the improvement of the Union/Management relationship and toward a more effective administration of the Collective Agreement, the Company agrees as hereinafter set forth to make a grant to the Unifor Leadership Training Program (P.E.L. Trust).

Past Company contributions to the Leadership Training Program (P.E.L.) Trust have been deductible. Providing that such amounts shall continue to be deductible, the Company will make quarterly contributions to the P.E.L. Trust, equal to fourteen cents (\$0.14) for each hour worked in the preceding thirteen (13) week period from the Special Contingency Fund pursuant to the provisions of the Memorandum of Understanding Special Contingency Fund. The contributions will be payable on the following dates:

Hours Worked	Payment Date
09/21/20 - 12/27/20	01/29/21
12/28/20 - 03/28/21	04/30/21
03/29/21 - 06/27/21	07/30/21
06/28/21 - 09/26/21	10/29/21
09/27/21 - 12/26/21	01/31/22
12/27/21 - 03/27/22	04/29/22
03/28/22 - 06/26/22	07/29/22
06/27/22 - 09/25/22	10/31/22
09/26/22 - 12/25/22	01/31/23
12/26/22 - 03/26/23	04/28/23
03/27/23 - 06/25/23	07/31/23
06/26/23 - 09/24/23	10/31/23

The Union will co-operate fully in providing the Company with all documents regarding the Unifor Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling received from Revenue Canada, and related to the deductibility of amounts paid by the Company to the P.E.L. Trust.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program as described by the Union during these negotiations. Annually the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

An educational leave of absence for participation in the Union's program will be granted by the Company in accordance with Section (11.2) of the Production and Maintenance Agreement (and similar sections of other agreements which incorporate this program) to seniority employees designated by the President of the National Union to the Director of Labour Relations and Labour Economics for the Company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the applicable collective bargaining agreement.

(c96, c99, c02, c05, c08, c16, c20)

**(16.19) Employee Assistance/ Substance Abuse Representative Training**

- (a) At negotiations the parties discussed the value of enhancing the skills of the Employee Assistance/Substance Abuse Representatives.

The Company will issue, with co-operation and input from the Union, a joint Company/Unifor brochure endorsing the Employee Assistance/Substance Abuse Program which will be mailed to the residence of each employee.

In addition, the National Substance Abuse Committee will provide annually, for the term of this collective agreement, the training it deems necessary to qualify the Employee Assistance/Substance Abuse Representatives to satisfactorily perform their functions. The Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meal and other expenses. (c99)

- (b) During negotiations the company and the union discussed training needs of the employee assistance/substance abuse representatives. Discussions centred on the certification-training program at McMaster University.

The parties agreed that following negotiations the company and union would investigate the feasibility of registering one Windsor area representative in the course and of providing the gambling module to the E.A./Substance Abuse Representatives from Brampton, Etobicoke and Windsor.

Costs associated with this training would be recovered from the National Training Fund. (n02)

**(16.21) Joint Initiative Administration**

During negotiations, the parties reaffirmed their commitment to training which focuses on the development of employee skills and awareness training activities through training activities developed and delivered under the auspices of the National Training Committee.

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Administration arrangements developed subsequent to the 1996 negotiations in conjunction with the implementation of this joint initiative are as follows:

### **Membership:**

The Committee is comprised of five representatives from the Union and five representatives from the company. It is understood that it may be appropriate for others to periodically attend Committee meetings.

### **Approvals and Administration:**

Separate accounting and administration processes have been established to administer and control disbursements from the Fund. All disbursements are reviewed and approved by the President's Office for the Union and FCA Canada. Labour Relations Staff for the company. A reporting mechanism has been established to monitor relevant Fund administrative and training expenses and a quarterly report outlining the financial status of the Fund is provided to the National Training Committee members for their information.

The parties may meet, if necessary, to adjust the amounts of the funding dedicated to administration. The total amount of administrative course development and program delivery will not exceed the total value of the fund. The decision to continue the Fund beyond the term of the Collective Agreement, as well as the disposition of any unspent funds from the current Training Fund, will be a matter for negotiations between the parties during 2011 bargaining.

### **Resources:**

The National Union has appointed a National Training Coordinator and a Resource Coordinator who will interface with the Training Review Committee.

Costs associated with the Resource Coordinator position will be split equally between Ford, G.M. and FCA.

### **Trainers:**

Instructor techniques, delivery methods, and the training hours for each program will all be factors in determining the number of trainers that will be required. These

## **TRAINING**

determinations are appropriate subject for the National Training Committee. Trainers will be jointly reviewed and assigned by the National Union and FCA Canada. While on a training assignment, trainers will continue to be compensated at their regular hourly wage rate, including COLA.

Due to the variation in training schedules, program content, duration and application to various segments of the workforce, it is anticipated that all training assignments will be on a part-time basis. There may, however, be circumstances when the utilization of a full-time trainer may be considered.

### **Training Schedules:**

The ability to commit to and execute training schedules can be influenced by a number of factors which were examined in detail during our discussions. Both parties agreed that mutually satisfactory solutions will be essential to the long-term success of this program. In the event that such issues cannot be resolved locally, they may be referred to the National Training Committee, the National Union or FCA Canada Labour Relations Staff. (n99, c05)

### **(16.22) Basic Education Skills Training (B.E.S.T.)**

During negotiations, the parties discussed the value of providing support and assistance to employees who wish to improve their ability in reading, writing, and mathematics. As a result of these discussions, the company and the union agreed to continue with the current B.E.S.T. (Basic Education for Skills Training) Program at the following FCA Canada locations:

- Windsor Assembly Plant
- Brampton Assembly Plant

The parties agreed that the B.E.S.T. program would be established within the following guidelines:

- the program will focus on basic literacy and English as a second language;
- the program is of thirty-seven (37) weeks duration consisting of four (4) hours of class each week;

## **TRAINING**

- a minimum of one (1) class and a maximum of four (4) classes will be conducted at each location;
- the class size will be limited to a minimum of six (6) participants and a maximum of twelve (12) participants;
- the local parties will determine the appropriate class schedule and timing, based on plant production schedules;
- the local parties will develop an awareness program to inform employees of the program;
- the local parties will promote the program and recruit and assess the participants;
- program will be available on a voluntary basis;
- fifty (50) percent of employee's class-time will be compensated at straight-time rates. Compensated class-time shall not qualify a person for benefits such as, but not limited to short work week;
- the program instructor(s) will be selected by the local union president from the existing workforce;
- the company will cover the cost of the instructor's lost wages at straight time rate during the B.E.S.T. program two (2) week train-the-trainer course;
- the instructor will be paid on a straight-time basis for in-classroom hours, in addition to one (1) hour of paid preparation time for every four (4) hours of in-classroom time;
- the company will provide suitable facilities, equipment, classroom materials and other supplies associated with program administration;
- the parties agreed that a request for additional classes beyond the maximum provided will be the subject of a meeting between the plant chairperson and human resources manager at the facility;
- employees will be replaced by TPT's when classes are scheduled during their regular working hours.

The parties agreed that it may be necessary to discuss mechanisms for the replacement of participants in order to avoid any negative impact on quality or efficiency of operations.

Furthermore, the parties agreed to seek government funding in support of the program.

The National Training Committee will review the programs currently in progress and assess the need to continue with the B.E.S.T. program on an annual basis. New programs established at other locations will be developed within this general framework.

Any problems arising from the implementation of this program will be discussed between the National Union Unifor and FCA Canada members of the National Training Committee. (n99, c02, c05)

### **(16.24) Training Schedule – Sufficient Notice**

During the current negotiations the parties discussed their mutual interests in advancing the education and training of employees. In the course of discussions, it was agreed that such programs, particularly those developed and supported through the Training Fund, promote employee interest in greater learning.

During discussions, the Union indicated a concern with the negative consequences that would result from a lack of sufficient notice to employees scheduled to participate in the current NTC workplace training program.

The company assured the union that increased effort will be made to avoid these situations and provide timely notice to participating employees. It is understood that absenteeism, breakdowns and other unforeseen and unusual circumstances may affect the Company's ability to meet the intent of this understanding.

The Local Training Committees will meet to address each locations unique scheduling difficulties. Solutions will be developed to maximize the success of their efforts to ensure satisfactory class sizes, such as pre-scheduling or provision for suitable training replacements. If the local training

## **TRAINING**

committee is unable to agree on a plan to expeditiously complete the training, the matter will be referred to the National Training Committee.

The parties have discussed the ongoing difficulty associated with delivering of training at various locations. At each location, the human resources manager will convene a quarterly meeting with the plant chairperson, plant manager, appropriate operations management and the training coordinator, where appropriate, to ensure that the negotiated commitments are met. At each meeting, past results will be discussed and forecasts for the next quarter will be reviewed. If the local parties are unable to agree on a plan to complete the training, the matter will be subject of a meeting with members of the Training Review Committee.

The parties also reaffirmed the levels of co-operation and commitment required of both Company and Union to support education and training programs. (n99, c02, c05)

### **(16.25) Review of Training Related Issues**

During the negotiations, the parties discussed a number of training related issues. The parties agreed the appropriate forum for reviewing outstanding matters is with the National Training Committee.

Specific issues raised by the Union appropriate for review by the Committee include trainer development programs, high school equivalency pilot programs, and the requirements necessary for National Training Committee promoted training programs to receive tax-exempt status. (n99)

### **(16.27) Training Facilities**

During negotiations, training facilities at each location were discussed. The parties agreed that following bargaining, the local Plant Chairperson and the local Human Resources Manager would meet to determine facility and equipment needs at the location. (n99)

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**JOB SECURITY****(17.1) Job Security and Work Ownership**

Over the years, the Company and the Union have regularly addressed worker concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated programs to provide workers and their families with a measure of income security unparalleled in Canadian industry. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and the in-plant organization of work, the parties have negotiated programs to encourage attrition and thereby prevent or limit potential layoffs.

During the 1990 round of bargaining, a milestone agreement on Job and Income Protection was reached by Chrysler and the CAW, which was intended to limit and prevent layoffs. The agreement established a workable procedure to deal with the extensive structural change occurring in the industry at that time and ongoing to date.

In each set of negotiations since 1990 the Company and the Union have addressed worker concerns over the issues of income and job security, based on the specific conditions affecting individual plant operations, with the intent of minimizing the impact of any restructuring initiatives and in-plant changes on the lives of workers and their families.

During the term of the 2012 Agreement, the Company made significant investment in the Windsor Assembly Plant which will secure minivan production at the Windsor Assembly Plant for the duration of the Agreement, subject to volume demand and favourable economic conditions. The Windsor Assembly Plant launched the new Chrysler Pacifica in 2015 and is scheduled to launch the PHEV (Electric) model in the 4<sup>th</sup> Quarter of 2016. The "RT" model minivan also continues to be built at the Windsor Assembly Plant. During 2016 negotiations, the Company and the Union had discussions

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concerning the future of the Windsor Assembly Plant and the parties' joint objective to produce superior quality products in a cost efficient manner. Additionally, the parties renewed their commitment to work together to secure the best interests of the plant. As a further demonstration of its support to Windsor Assembly the Company commits to remain the lead volume producer of the Chrysler Pacifica and RT Minivan models for the duration of the 2016 agreement.

During 2016 bargaining, discussions centered on the future of the Brampton Assembly Plant. As a result of these extensive discussions the Company agreed to make a significant investment commitment in the Brampton Assembly Plant, securing production of the Chrysler 300, Dodge Charger and Dodge Challenger models for the term of the 2016 agreement, subject to volume demand and favourable economic conditions. Further, the Company agreed to continue to designate the Brampton Assembly Plant as the lead plant for the LX products which include the Chrysler 300, Dodge Charger and Dodge Challenger.

The Company and the Union similarly engaged in discussions regarding the future of the Etobicoke Casting Plant for the term of the 2016 Agreement. The parties discussed the cross-member production ending during the term of the agreement and the strategies to find suitable replacement products for the Plant assuming a competitive piece price.

Significant investment has been made at the Automotive Research and Development Centre since its inception in 1996. The parties recognize that creating a technological basis which differentiates products within the market place plays a significant role in sustaining and securing FCA Canada's future. Partnerships with other community groups such as the University of Windsor's Automotive Engineering Faculty is just another example of the Companies commitment to advancing research and development and its intent to remain a source of automotive creativity during the term of the Agreement.

The Company also reviewed its plan with respect to Fiat Chrysler Auto Transport (FCAT), the specifics of which are contained within a separate letter to this agreement.

During 2020 bargaining, the parties agreed to a significant investment commitment as contained in the following letter:

*Mr. J. Dias October 14, 2020  
National President  
Unifor  
205 Placer Court  
Toronto, ON  
M2H 3H9*

*Dear Mr. Dias:*

*The global automotive industry and particularly the Canadian automotive sector is facing a rapidly changing, complex global environment and, at the same time, a historical shift in the industry towards electrified and connected vehicles.*

*As partners, we must continue to challenge ourselves in how we approach our business, be committed to finding flexible solutions and bolster our competitiveness for our employees, their families and our communities.*

*For nearly a century, FCA has maintained a strong manufacturing footprint in Canada. Over the last decade alone, we have invested over CDN \$4B in our Canadian manufacturing facilities – more than any other OEM in the country. Additionally, we have proudly supported thousands of Canadian*

## **JOB SECURITY**

*workers and their families employing more people and building more vehicles than any of the domestic three automakers. FCA desires to maintain this trend.*

*Given this time of rapid and significant change for our industry, the Company and the Union agree that a healthy, secure Canadian auto sector and manufacturing footprint, with respect to investment and new product allocation will be predicated on both competitive operational practices and appropriate government financial support to build a strong viable business case for future investments. Only this partnership will ensure a robust case which secures future investment.*

*The following commitments are subject to the two key conditions in the preceding paragraph and, as always, to market demand, consumer preferences, Company business plan requirements, Group Executive Committee approval and economic conditions:*

### *Windsor Assembly*

- In addition to the continued production of the current Pacifica and Voyager/Grand Caravan products, including the PHEV, AWD and ICE models, FCA confirms the intention to install a new multi-energy vehicle architecture (including Plug-In Hybrid Electric (PHEV) and/or Battery Electric (BEV) capability) and at least one new model on that architecture, contingent on the necessary agreements in partnership with the Company, the Union, and both Federal and Provincial governments which includes the implementation of this collective agreement and government financial support for the associated*

*investments. With that joint commitment, the Company's intention is to add the necessary assembly tooling and equipment to manufacture electrified vehicles for future models, currently planned from the 2025 model year.*

- *The total impact of this investment and product plan is estimated at 5,700 secured or new jobs by 2024 returning to a 3 shift operation.*
- *Potential workforce increase of 2,000 employees over today's active on-roll employment.*
- *Investment related to Windsor Assembly: CDN \$1.35B to \$1.50B.*

#### *Brampton Assembly*

- *The Company confirms its intention to continue production of the current products through the life of the Agreement.*
- *Sales of Dodge Charger and Challenger are at an all-time high, commanding approximately 45 percent of the segment in the U.S. market and both had all-time sales records in Q3 2020. Based on the strong sales performance of these Dodge muscle cars, the Company commits to the introduction of three new variants of these products during the life of this Agreement and sustainment capital for the manufacturing operations.*
- *The Company commits to install a tempered air system in General Assembly*
- *Investment related to Brampton Assembly: CDN \$50M*

#### *Etobicoke Casting*

- *The Company commits to in-source the 9-speed transmission carrier casting.*
- *The Company commits to in-source the Jeep Wrangler*

*GMET4 oil pan.*

- *The Company will continue to explore new work or work currently out-sourced to increase capacity utilization, where a sound business case can be supported.*
- *Currently identified investment related to Etobicoke Casting: CDN \$14.4M, with an associated increase in the current hourly workforce of 22%.*

*FCAT*

- *The Company commits to CDN \$14.3M for the lease of replacement switchers & tractors. In total, the planned investment by FCA in its Canadian operations will be significant, ranging from CDN \$1.43B - \$1.58B with the potential addition of 2,000 new jobs. We believe that all parties recognize that for the Canadian automotive manufacturing industry to remain competitive, contributions from industry, union and the government are necessary.*

*Accordingly, the union has agreed that it will partner with the Company to approach the Federal and Provincial governments to obtain financial incentives that will support the business cases for the proposed investments and contribute to the success of the vision set out in this letter.*

*Yours very truly,  
FCA Canada Inc.  
Jacqueline Oliva  
Human Resources*

Additionally, the Company reaffirms its commitment that (a) Windsor Assembly Plant will remain the lead volume producer of the current Chrysler Pacifica

models, and (b) Brampton Assembly Plant will remain the lead plant for the current LX products, for the term of the 2020 Agreement.

Of critical importance to the Union was the concept of “work ownership”, defined as protection against the outsourcing of work which has been performed on a historical basis in a quality and efficient manner at reasonable cost. From a Unifor perspective, work ownership was described as a principle intended to be consistent with on-going changes in the workplace. A particular concern discussed at length by the parties was the potential impact of changes involving modular production. The Company indicated that changes in technology and organization of work would continue to be required to assure FCA Canada can remain competitive and retain its position as one of the industry leaders in Canada. The Company agreed, however, that if modular production plans, other than those specified elsewhere in the Agreement, were implemented during the term of this Collective Agreement, they would be reviewed with the Union and that associated changes in the workplace would be accomplished in a manner consistent with the work ownership and community employment level provisions of the Agreement.

In addition, the parties discussed concerns about the impact various forms of corporate restructuring, e.g., business units or joint ventures, might have on employees. The Company confirmed that although various alternatives have been reviewed, there presently are no plans for change in business structure of Unifor-represented operations other than as noted herein. Further, the Company agreed that any such change that is decided on and implemented during the life of this Collective Agreement would be accomplished in a manner consistent with the work ownership and community employment level provisions of this Agreement.

In keeping with the work ownership concept, the Company advised the union that it will not outsource any major operations other than those specified elsewhere in the Agreement during the life of the Agreement. Various make-

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buy studies are in progress, but in any event the Company commits there will be no reduction in community<sup>1</sup> employment levels as a result of outsourcing during the term of this Agreement other than those specified in the Agreement.

For the purposes of this Agreement, “community” is defined as the Windsor area, Etobicoke Casting Plant and Brampton Assembly Plant.

(n96, c99, c02, c05, c08, c16, c20)

### **(17.2) Job Security and Work Ownership – Skilled Trades**

In 1996, the Company and the Union focused on the impact of contracting decisions and their impact on individual workers, their families and their communities. The Company and the Union have regularly addressed Skilled Trades concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide workers and their families with a measure of income security unparalleled in Canadian history. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties negotiated the Job Security and Work Ownership agreement during this set of negotiations.

Within this context, the Company confirms the understandings reached during the 1996 negotiations regarding Skilled Trades concerns over work ownership. Primary among these understandings is the Company’s commitment that there will be no reduction of skilled trades employees as a result of outside contracting throughout the life of this agreement.

More specifically:

(a) Planning

Plant management shall meet semi-annually to review with Unifor Skilled Trades representatives projected work loads regarding the installation,

## **JOB SECURITY**

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construction, maintenance, repair, service, and warranty work of existing or new equipment, facilities, and the fabrication of tools, dies, jigs, patterns and fixtures.

(b) Information

Advance notice of outside contract activities will be provided, in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the company's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.

(c) Layoff – Recall

When Skilled Trades employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, FCA trades employees will be given first priority for the work, before letting the contract provided that they can perform the available work.

(d) Full utilization

It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, consistent with local scheduling practices of each facility.

(e) Non-traditional work

During negotiations the parties had extensive discussions around skilled trades work ownership. The Company raised the issue that they were experiencing significant loss in productivity and that in order to address this it required a commitment from the Union to work with them in putting in place a mechanism to deal with contractors and FCA Canada employees in the skilled trades. The Union was clear that the work ownership language respected that the trades had the first opportunity to perform the work in their respective classifications outlined in the collective agreement.

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The Union agrees that within 30 days of the signing of the collective agreement, to meet with the Company to identify work that is not traditionally done by the skilled trades. Following this, by mutual agreement, the parties will document said non-traditional work and the Union will advise the company regarding its intention to apply the 1:1 principle accordingly. (n02)

(f) **Skilled Trades Sharing of Information**

During negotiations, the parties discussed their commitment to the principles of Letter (17.2) and the importance of maintaining the positive relationship that has developed over the years. Key elements have been open dialogue and sharing of information.

The union raised concerns that various issues impacting skilled trades are not being discussed at all locations. The parties agreed on the importance of open dialogue and the sharing of information and reaffirmed their commitment in maintaining the relationship. (n02)

The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among workers in today's business setting. With this new sense of security, the parties believe skilled tradespersons may apply themselves to pursuits that are in the best interest of themselves, the Company, the Union, and their communities. (n96)

### **(17.3) Supplier Relationships**

The company expects its suppliers to have responsible labour relations, treat their employees in a fair and equitable manner, and avoid conduct which violates federal or provincial labour and employment laws.

The union may, from time to time, raise concerns about its relationship with certain suppliers. The company commits to take these concerns seriously. The parties recognize that instances in which these matters arise are based on the particular facts of the situation, and therefore plan to continue to deal with these matters on a case by case basis

## **JOB SECURITY**

as they have in the past and in compliance with all applicable laws. When such concerns do arise, the company has agreed to

inform individual suppliers either through direct contact, letter or both, of the following principles:

- The importance the company places on its relationship with Unifor and the positive value of that relationship.
- The company does not encourage suppliers to resist organizing efforts by their employees.
- The considerations involved in awarding contracts to suppliers, including cost, quality, delivery capability, technology, and responsible labour relations.
- The expectation that suppliers treat employees in a fair and equitable manner, including respecting their right to decide whether or not to join a union in an atmosphere free of intimidation, interference, or risk of reprisal.
- The expectation that suppliers avoid conduct or communication which violates federal or provincial labour and employment laws and respect the company's relationship with its Unifor partners.
- The practice by which certain suppliers recognize the union as bargaining agent for employees when the union signs up more than 50% of the employees in a particular operation, which is currently non-represented, there is no other trade union seeking to represent the employees, and the employee signatures are verified by an independent third party. (In those instances, the appropriate labour legislation will govern the bargaining process in the same way as if certification had been granted by the labour board.)

The company will not take retaliatory action, such as canceling or refusing to renew contracts with a supplier based on a decision of that supplier's employees to join a labour union.

## **JOB SECURITY**

The company agrees to send each new supplier a letter informing them of the preceding principles, including the importance the company places on its relationship with the union and the positive value of that relationship, within sixty (60) days of the effective date of a new supplier contract. A copy of this letter will be provided to the union. Additionally, the company will meet with the union, from time to time as required, to discuss its supplier companies, including the need for responsible labour relations.

The parties have made an attempt over the last year to address many issues related to the Company's supply base. The result has been that the Company and Union have met on a regular basis to discuss the current supply base and review opportunities to improve its supplier base. Working together, the parties have been able to resolve issues concerning supplier viability. It is the company's intent to continue this ongoing dialogue, including the quarterly Distressed Supplier Roundtable meetings with senior management from Procurement and Supply, Labour Relations, and the leadership from the Unifor National Union.

FCA Canada believes that the above process will improve overall labour relations within the broader business community. The parties believe this environment will positively contribute to the company's success and its ability to compete in the global marketplace. (n96, c99, c02, c05, c12)

### **(17.4) Plant Closing Moratorium**

As a result of deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 18, 2023, the Company will not close or sell any plant, in whole or in part, covered by this Collective Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline concerning the subject. Should these conditions occur, the Company will

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discuss such conditions with the National Union. (n96, c99, c02, c08, c20)

### **(17.5) Task Force on Absenteeism**

FCA Canada and Unifor have a long history of working together to address issues of mutual concern. Unauthorized absence from the workplace is one such issue.

The parties recognize employees are required to attend work at the required time for scheduled days of work. Unauthorized absences from such work negatively affect product quality and productivity.

Discussions on this issue during bargaining revealed its complexity. Situations do arise which can affect the employee's ability to attend work as scheduled. However, the parties agree that with proper manpower planning and a reliance on programs such as bereavement pay, jury duty pay, vacation, Scheduled Paid Absence, holidays and plant and/or office programs which allow employees to request time off in advance, many of these unexpected situations can be addressed to the satisfaction of the employee without affecting the workplace.

The parties also acknowledge, however, that circumstances do arise that are wholly unexpected and beyond the employee's control. In order to prepare for these situations, the company maintains a staffing allowance based for the most part on absenteeism trends exhibited by the workforce.

Consequently, the parties acknowledge absenteeism as a feature of the workplace that must be managed.

Despite time away from work as provided by the collective agreement, along with many negotiated plant programs that facilitate time off by way of the Temporary Part-Time Employee Agreement, Code 1, unauthorized absentee rates in our plants remain a difficult issue.

With this background in mind, the parties agree to establish an Attendance Administration Task Force within 120 days of

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the ratification of this agreement. The task force will consist of two representatives of Unifor, including the President of Unifor Local 444, the Senior Manager, Labour Relations and Security for the Company, and one other representative of the Labour Relations and Security Department. The parties enter this agreement with a joint commitment that safe, productive workplaces depend on planning and the need for individuals to accept responsibility for their actions within the context of the employment relationship. (n99)

### **(17.6) Retirement Allowance Option – Job & Income Protection Plan**

During the current negotiations the parties discussed methods of providing retirement incentives to employees retirement eligible under the Regular or Special Early Retirement provisions of the Non-Contributory Pension Plan, on the date of a plant closing or permanent job loss as identified under Letter (17.11) - Restructuring - Job and Income Protection.

Accordingly, any employee who is retirement eligible under the provisions of Letter (17.11) on the date of the closure or permanent job loss, will be given the option of taking a Retirement Allowance of \$60,000 (\$70,000 for skilled trades employees) and a \$20,000 new vehicle voucher.

The parties agreed that receipt of the Retirement Allowance is in-lieu of any SUB entitlement that may have been provided under the provisions of Letter (17.11) and the SUB Plan.

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this Agreement will be recoverable from future SUB contributions on a dollar-for-dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits paid and the Percentage Relationship of Fund Assets to Maximum

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Funding is greater than 40%. (n93, c96, c99, c02, c05, c08,c16,c20)

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this Agreement will be recoverable from future SUB contributions on a dollar-for-dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits paid and the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%. (n93, c96, c99, c02, c05, c08)

### **(17.7) Payments Upon Plant Closure**

During the current negotiations the parties agreed that upon a stand alone plant closure as defined in Letter (17.11) of the Collective Bargaining Agreement, pre retirement income maintenance program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- (a) Eligible employees are those employees at the affected plant:
  - (i) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or
  - (ii) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with at least 10 years of credited service.
- (b) Eligible employees will receive monthly PRIMP benefits equal to (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (b) the employee's credited service at the date of plant closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service;

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- (c) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (b) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to  $66 \frac{2}{3}$  % of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.
- PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for either Special Early or Regular Early retirement;
- (d) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with PCOLA adjustments applicable to employees retired under the pension plan on or after October 1, 1999.
- (e) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 50, adjusted for PCOLA;
- (f) Employees whose Special Early retirement benefits are reduced due to the application of Revenue Canada regulations with respect to maximum pension limitations, will receive upon commencement of the employee's pension, a lump sum payment equal to the Actuarial Equivalent of the reduction in the employee's monthly pension benefit.
- (g) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.

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- (h) The Maximum Company Liability under the Income Maintenance Benefit Plan, Exhibit B to the Collective Bargaining Agreement, will be reduced by the amount of any PRIMP benefits paid to eligible employees.
- (i) Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance pursuant to Letter (17.11). (n93, c99)

### **(17.8) Content**

During the course of negotiations the Company and the Union held extensive discussions concerning the business and social consequences appendant to the issue of marketplace accessibility, content and sourcing within the context of a global automobile industry.

Consistent with our mutual desire to utilize the full range of employees' abilities to contribute to these objectives, the Company agrees to work with the Union in the exploration of measures to maintain employment opportunities equivalent to those now encompassed by the total of all plants covered by the Production and Maintenance Agreement. This would include, where feasible, replacement of jobs lost by outsourcing.

In addition, FCA Canada joins Unifor in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes and support the economy of the market in which they sell. As you know, FCA Company has for decades based its operations throughout North America on this very principle. We believe that, over the long run, no alternative policy can prevail if there is to be fairness and balance among the major trading nations of the world. As evidence of its commitment to these principles, the Company's Canadian value added gross purchases in 1992 exceeded seventy-five percent (75%) of its gross Canadian sales. Given the scope of its current operations in Canada, the Company affirms its expectation these principles will be maintained.

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FCA Canada commits to support acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive and parts manufacturing workers.

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

### **(17.9) New Technology**

It is recognized that the principle set forth in Section (9.1), paragraph (b) of the Production and Maintenance Agreement, will continue to create changes in the scope and work content of job classifications of represented employees. When the Company anticipates that a technological improvement it is making in its tools, methods, processes, equipment or materials may have a major impact on the work performed by Union represented employees, the Company will, as early as practicable, so advise the National Union, and at that time describe the location and nature of such technological changes and the extent to which they may affect the work performed by represented employees at the plant or plants involved.

The Company and the Union may submit to the National Training Committee their recommendations for any training programs intended to assist present employees to perform work within the bargaining unit which is new or changed as a result of technological improvement.

- (a) The union expressed concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of both skilled and non-skilled employees. In this regard, the parties agreed that following conclusion of negotiations a National New Technology Training Committee will be established. This committee will be comprised of seven (7) members from the company and seven (7) members from the union including both skilled and non-skilled union representatives. It is the intent that this committee

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identify and make available appropriate specialized training programs so that employees may be capable of continuing to perform work as it is impacted by technological change.

Local New Technology Training Committees will be established at locations where they currently do not exist with membership derived from the existing union representation structure.

During negotiations the parties discussed the progress of each location's New Technology Training Committee. It was acknowledged by the company and the union that an increased emphasis on regular meetings would enhance the effectiveness of these committees. Accordingly, it was agreed that following conclusion of negotiations, each plant's human resources manager (or designate), plant chairperson, and skilled trades chairperson would meet to establish a regular schedule for committee meetings.

Upon prior notification to the plant human resources manager, Unifor Skilled Trades Coordinators may participate in local committee meetings in a facilitator role. Issues arising in connection with this paragraph may be referred for resolution to the national union and staff labour relations. (n05)

- (b) The parties agreed that an annual National New Technology Training Committee meeting will be held. It was agreed that programs essential to the preparation of skilled trades to meet the challenges of present and future technologies such as fiber optics, robotic programming, pneumatics, hydraulics, laser equipment, 3D printing and green technologies are appropriate subjects for discussion at the next annual meeting. Additionally, the parties also acknowledged the program in place that deal directly with establishing an overall commitment to quality, safety, on-the-job, assignment specific and technical training as well as upgrading and license renewals. As is often the case, many employees may receive an average of

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eighty (80) hours of training, and in some cases, this amount is set as a stretch target. Although both parties understand that the type and length of training will vary among the individuals and their respective trade, the company understands the importance to provide applicable training courses wherever and whenever the need arises.

- (c) During negotiations the parties discussed the requirement for skilled trades' employees to be certified and/or licensed to perform skilled trades work with legislated technical standards such as Technical Standards & Safety Authority (TSSA). The company assured the union that it will fulfill its obligations to both existing and future legislation, and its skilled trades workforce as detailed in the collective agreement.

Additionally, the company agreed to meet annually with the Master Skilled Trades Committee to identify both current and future legislated certification, training and licensing requirements and the impact of these on plant efficiencies, productivity, and skilled trades workforce.

Any problems not resolved in such discussions may be submitted to the grievance procedure or to the deliberations of the National Training Committee, or to any other procedure on which the parties may agree. (N05, C20).

### **(17.10) Understanding Re: Permanent Job Losses**

During negotiations the parties discussed the extensive structural change that has already, and will continue to take place, in the North American automotive industry. Our discussions focused on two key aspects of this complicated issue: the need to maintain each FCA Canada location as a productive manufacturer of world class quality products in the North American automotive market and to ensure that FCA Canada employees, who contribute to the success of the Company, have their jobs and incomes protected as restructuring actions are taken. In addition, we have recognized the importance of the parties at both the local

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and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

With these objectives in mind, we have agreed that the understanding listed below will govern the parties in the event that restructuring or productivity-related actions may result in permanent job losses. These permanent job losses are those occasioned by specific actions taken by the Company. For example, outsourcing, the introduction of new technology, sale of part of the Company, and consolidation of operations would be actions contemplated by this understanding. The understanding would not apply to normal cyclical fluctuations in demand or the reduction of employees on "temporary" assignments. It is also understood that this program does not replace the ongoing discussions which continually take place at the local level regarding production standards and manpower requirements.

- (a) Where such permanent loss of jobs is considered, one year notice will be provided to the Union in the case of plant closure and six months notice will be provided to the Union in the case of a potential permanent job loss related to a restructuring as referred above. The information supplied to the Union will include the number of employees who could potentially be impacted and the rationale for the decision. It is understood that the information will be used for discussions between the parties and the workforce, and will be considered confidential. The Union will have the opportunity to make proposals which could alter or modify the decision.
- (b) During the course of these discussions, the objectives of the parties will be the retention of the jobs in question. To that end, the parties will discuss opportunities to retain or replace the jobs which are being discontinued. The Union will have thirty days from the date of notice to make proposals which could make it feasible to retain or replace the jobs in question.

- (c) If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the required reductions. The use of attrition is the subject of a separate letter between the parties.

**(17.11) Restructuring — Job and Income Protection**

During negotiations, in a separate letter between the parties, we described the process that would be followed in the event that restructuring actions may result in permanent job losses. In that letter we agreed that the objective of the parties will be the retention of the jobs in question. We also agreed that if job losses become unavoidable, every effort will be made to use attrition to manage the required reductions.

The instant letter describes the process that will be implemented, and the benefit entitlements that will be provided to employees under three separate scenarios: (1) closure of stand-alone plants, (2) closure of a plant(s) at a multi-plant site, and (3) restructuring actions resulting in permanent job losses at any plant. The scenarios are detailed below as follows:

**PLANT CLOSING**

**Stand-Alone Plants**

As closure approaches and operations begin to wind down, employees who (1) are any age and have 28.1 or more years of Credited Service; (2) are age 54 or older but less than age 60 and within two years would have sufficient combined years of age and Credited Service to equal 85 or more; and (3) are age 60 or older but less than age 65 and have ten or more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of Credited Service, will be contacted regarding retirement under the Regular Early Retirement provisions of the applicable Non-Contributory Pension Plan and, if eligible, for Regular Early Retirement, may retire immediately and receive the retirement allowance described in Letter (17.6), Retirement Allowance Option - Job and Income Protection

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Plan. Employees who are age 55 or older but less than age 65 and who have ten or more years of Credited Service (including any such employees who are also eligible for Regular Early Retirement) will be offered Special Early Retirement commencing on or before the announced closing date and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. Employees who are age 50 or older but less than age 55 and who have 10 or more years of credited service at the date of closure and are not eligible for Regular Early Retirement will be offered benefits under the Pre-Retirement Income Maintenance Program (PRIMP) and be eligible to receive the retirement allowance described in Letter (17.6) upon commencement of PRIMP benefits.

At time of closure, remaining employees, including eligible employees who declined to elect immediate Regular Early Retirement or who declined the offer of Special Early Retirement or PRIMP will be placed on layoff. All such employees with 5 or more years of Seniority, except those who meet the age and service requirements for Regular or Special Early Retirement or PRIMP will be eligible to apply immediately upon layoff for a lump sum payment under the Voluntary Termination of Employment Plan (VTEP). Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority at layoff or because the employee meets, at the date of layoff, the age and Credited Service requirements for Regular or Special Early Retirement or PRIMP will:

- be eligible for Regular Benefits under the Supplemental Unemployment Benefit (SUB) Plan provided the employee has at least one year of Seniority as of the employee's last day worked prior to layoff;
- be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement; and
- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited

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Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUBenefits and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

### **Multi-Plant Sites**

On a site-wide basis, separately for skilled trades and non-skilled employees and for skilled employees, by trade, before closing layoffs are effected, the number of employees in the workforce will be reduced by:

- (1) Laying off employees with hire or rehire dates on or after the date closing was announced;
- (2) Offering the opportunity to employees at any age who have 28.1 or more years of Credited Service to:
  - (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
  - (b) if not eligible to retire, or if option 2(a) not chosen, to be placed on layoff, with eligibility for Regular SUBenefits;
- (3) Offering the opportunity to employees (excluding those who also may be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service to equal 85 or more to:

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- (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
  - (b) if not eligible to retire, or if option 3(a) not chosen, to be placed on layoff, with eligibility for Regular SUBenefits;
- (4) Offering Special Early Retirement to employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement;
  - (5) Offering the opportunity to be placed on layoff, with eligibility for Regular SUBenefits, to employees who are age 60 or older but less than age 65 and have 10 more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of Credited Service; and
  - (6) Offering employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) an opportunity to apply for VTEP.

If the total number of employees who accept an offer under (2), (3), (4), (5) or (6) above exceeds the number of jobs that will be permanently lost due to the closing, individual elections will be effected in Seniority order until the resulting number of separations equals the expected job loss.

At time of closure, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority at layoff or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

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- be eligible for Regular Benefits under the SUB Plan;
- be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement or be eligible for recall to work at a plant in the same unit, whichever may occur first; and
- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirement for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUB benefits and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

## **PERMANENT JOB LOSS**

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, the following steps will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

- (1) employees who have not attained Seniority will be placed on layoff;

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- (2) if the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees at any age who have 28.1 or more years of Credited Service will be offered the opportunity to:
- (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
  - (b) if not eligible to retire, or if option 2(a) not chosen, be placed on layoff, with eligibility for Regular SUB benefits;

If at the time of workforce reduction there are employees with less than one year of Seniority at work, step 2(b) will not apply;

If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under (1) above, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

- (3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (excluding those who may also be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service equal to 85 or more will be offered the opportunity to:
- (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
  - (b) if not eligible to retire, or if option 3(a) not chosen, be placed on layoff, with eligibility for Regular SUB benefits;

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, step 3(b) will not apply;

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If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the two preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

- (4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service will be offered Special Early Retirement and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the three preceding steps, exceeds the number of jobs that will be permanently lost, Special Early Retirements will be approved in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost;
- (5) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who are age 60 or older but less than age 65 and have 10 or more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 or more but less than 10 years of Credited Service will be offered the opportunity to be placed on layoff with eligibility for Regular SUB benefits. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the four preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in

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Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, employees will not be offered the opportunity to be placed on layoff with eligibility for Regular SUB benefits.

- (6) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the five preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.

These actions will be taken and administered on a site-wide basis at multi-plant sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

- (i) be eligible for Regular Benefits under the SUB Plan;

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- (ii) be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement (or at a multi-plant site, be eligible for recall pursuant to the Collective Bargaining Agreement, whichever may occur first); and
- (iii) provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUB benefits and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

Following the notice of a restructuring event and if, after steps (1) through (6) above have been completed, the number of separations achieved is less than the number of jobs lost then the difference between the number of separations and the jobs lost will be accumulated as a reserve. The Company will repeat steps (2) through (6) every six months, or earlier by mutual agreement among the parties, during any period in which employees at the affected location remain on indefinite layoff until a number of additional separations equal to the lesser of the reserve or the number of employees on indefinite layoff, is achieved.

In addition, the Company and the Union may through mutual agreement, implement steps (2) through (6) at other Company locations during any period of time when the number of required separations has not been achieved.

The above commitments were executed in a spirit that recognizes the need to ensure that FCA Canada operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve our shared objective of maintaining FCA Canada as a viable entity in the North American automotive market. (n93, c96)

### **(17.12) Skilled Trades – Permanent Job Losses**

During these negotiations the parties agreed to several arrangements which will govern the parties in the event of permanent job losses resulting from productivity-related actions or restructuring.

In response to concerns raised by the Union regarding productivity-related actions or restructuring and their potential impact on maintenance and construction work, the Company reaffirmed the principles and procedures with respect to the letting of outside contracts for maintenance and construction work specified in Sections (17.16), (17.17), (17.18), (17.19) and (17.20).

### **(17.13) Vendor Support**

During the course of these negotiations, the parties discussed at length the issue of supplier employees performing rework and/or sorting operations within the plant. The Company explained the necessity for occasionally having vendors perform rework upon their supplied components. To that extent, the Company advised the Union it is not, under normal and ordinary circumstances, the intent of FCA Canada to have vendor employees perform "rework", to the detriment of Unifor represented employees except as

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it pertains to the below statement on specific techniques or skills.

Nevertheless, the parties recognize that circumstances can and do arise where vendors must have their employees perform such rework within our facilities in cases such as where it is required for the vendor to obtain more knowledge about the quality defect, where specific techniques or skills are required and/or where warranty agreements and vehicle safety items could be impacted. Furthermore, the Company advised the Union that under normal and ordinary circumstances, non-corporate supplier employees would only be allowed to perform continuing rework and/or sorting operations within our facilities for up to a maximum of three (3) consecutive working days to correct a specific problem. After such time, the rework for that specific problem would be assigned either to plant employees or the nonconforming material will be returned to the supplier for rework. This agreement would not be in effect for a maximum of six (6) weeks following the introduction of any new part.

In applying the above understanding, the Plant assures the Union that vendor rework will not be performed on the assembly line. Further, in the case of finished vehicles, vendor rework will be performed only in those instances where the vendor's expertise is required due to the criteria referenced in the aforementioned paragraph.

### **(17.14) Notification – Tooling Outsourcing**

In the event a decision to use a non-Company source for tooling work is being contemplated, local management will, except where time and circumstances prevent it, notify the Union in writing and have advance discussion with local union representatives concerning the nature, scope and approximate dates of the work to be performed and the reason why management is contemplating utilizing a non-Company source. At such times, Company representatives are expected to afford the Union opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of attendant circumstances.

**(17.15) Job Security and Outside Contracting**

Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them when performance of such work involves the use of Company -owned machines, tools or equipment maintained by employees.

The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

In all cases, except where time and circumstances prevent it, the plant management will hold advance discussion with local Union representatives prior to letting such a contract. In this discussion local management is expected to review its plans or prospects for letting a particular contract. The local Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

Notwithstanding the foregoing, the notice provisions of Section (17.16) (a) Skilled Trades, shall apply when plant maintenance and construction work is let to outside contractors.

**(17.16) Outside Contractors**

- (a) It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, as set forth in the Agreement.

In all cases, except where time and circumstances prevent it, the Company will notify the Union in writing prior to letting a contract for the performance of maintenance and construction work in order to afford the Union an opportunity to hold advance discussion of the matter before the contract is let. In this discussion, the Company is expected to review its plans or prospects for letting a particular contract. The Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, employment level, etc.) why the Company is contemplating contracting out the work. At such times, the Company is expected to afford the Union an opportunity to comment on the Company's plans and to give weight to those comments in the light of all attendant circumstances.

- (b) Discussion of Outside Contract

When discussions are held, in accordance with the provisions of Section (17.16) (a) Skilled Trades and Section (17.17) Skilled Trades, the Supervisor of Plant Engineering may be accompanied by the Superintendent of Maintenance or other personnel familiar with the work involved.

- (c) Notice of Outside Contract

The following memo will be distributed to all Plant Engineering personnel issuing notices of outside contracting work:

"During our recent negotiations there were lengthy discussions in the quality and detail disclosed on the notice of outside contracting form.

To resolve the matter we agreed to advise the responsible areas in the plants, of these complaints and suggest that more definite information be included so that the Union Representatives would be able to identify the work to be performed. The above would be beneficial to both parties as some meetings presently

## **JOB SECURITY**

requested could be avoided because the additional information would meet the Union's needs."

The Company will re-issue the Letter contained in this Section (17.16)(c) within two weeks of the date of ratification.

- (d) **Service Contracts and Warranty Arrangements**  
Advance written notification for the letting of skilled trades service contracts, and vendor warranty arrangements will be given to the Union.  
The parties will meet periodically to discuss such service contracts and warranty arrangements.
- (e) **Use of Outside Contractors While Employees are on Layoff.**  
During recent negotiations the Union expressed concern regarding the use of contractors while Skilled Trades Employees are on layoff.  
As indicated in those sections of the Production Maintenance Agreement dealing with the subject of outside contracting, the Company will endeavour to maximize work opportunities for its Skilled Trades Employees.  
Discussions on contracting, prior to any layoff or contemplated layoffs, will give full consideration to maintaining future work in house.

### **(17.17) Maintenance Contracting**

This Section is intended to clarify the intent of Section (17.16) (a) pertaining to Skilled Trades Employees.

- (a) It is the policy of FCA Canada to perform maintenance work with its own employees, provided it has the employees, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Company does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This Section is not to be regarded as impairing that right in any way.

## **JOB SECURITY**

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- (b) The Company hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.
  - (c) The Company is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Company. Therefore, in making these determinations, the Company intends always to keep the interests of FCA personnel in mind.
  - (d) In applying the provisions of Section (17.16) it is our intention that, except where time and circumstances prevent it, any "advance discussion" held in accordance with those provisions take place before any final decision has been made as to whether the work should be contracted out.
  - (e) In those cases when the work to be performed is not started by the contractor within ninety (90) days following the approximate starting date given to the Union pursuant to Section (17.16) (a), and the Union believes the circumstances in the plant have changed sufficiently to warrant review of the initial decision to let the contract, the Union, upon request, will be given an opportunity to comment on the changed circumstances. To the extent practicable, the Company will give weight to such comments.

It is important that the Company advise the Union of any or all of the factors mentioned in the above provisions which it will take into consideration in determining whether a particular contract should be let out or not. Such advice will be given in the course of the "advance discussion" so that the Union will be given a better opportunity to make its comments and the Company will also be given an opportunity "to give weight to those comments in the light of all attendant circumstances."

**(17.18) Consideration and Advance Discussions**

When a plant is contemplating a decision to let to an outside source, die or major jig and fixture work, the Plant Management will hold advance discussions with the Local Union concerning the nature, scope and approximate dates of the work to be performed and, based upon the considerations set forth in Section (17.19) Skilled Trades, as well as the magnitude of the construction program, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the work force, the complicating effect of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die, jig and fixture construction business, will review with the Union why the decision to let the work is contemplated. The Plant Management will take into consideration and afford due weight to any relevant information furnished by the Union before making its final decision.

A Plant Management decision to utilize an outside source for such work should consider, in addition to all the above relevant considerations, any adverse employment impact on the plant's journeyman in the affected skilled trades classifications who are laid off or would be laid off as a direct result of the decision. In making a final decision, the Company will not act arbitrarily or capriciously in disregard of the legitimate interests of FCA employees.

**(17.19) Tool and Die Contracting**

You have discussed with us at great length the possible effect on our skilled tool and die and model employees of decisions of the Company to buy some of its tools, dies, and models, rather than make them.

As we have pointed out to you in current negotiations, there are many and varied factors that may influence any particular decision to make or buy. We do not believe it is

## **JOB SECURITY**

feasible to list general criteria. However, the Union has stated in our discussions that it recognizes a number of them, such as the need, among other things, to contract work that requires specialized tools and equipment and special skills and the necessity of meeting production schedules, model changes and re-arrangement deadlines.

In view of the foregoing, we have advised you that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, and models, or to buy them. However, we wish to make it clear to you that it is our policy, in making such decisions, to give proper consideration to the operating needs of the business, the efficiencies and economics involved and all other relevant considerations, including the effect of the decisions on work opportunities of tool, die and model employees.

Where the Company considers that work practices or provisions of local agreements in its Tool, Die and Model Departments may be having an adverse effect on the Company's ability to compete in this field effectively, it will discuss such matters on a timely basis with the Local Union and explore with it fully the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such employees. The Skilled Trades Representative of the Company is also willing to meet from time-to-time with the Skilled Trades Representative of the National Union to discuss, and provide information relative to plans the Company is formulating and decisions it is contemplating concerning tool and die contracting on a corporate-wide basis. A representative of an affected plant is willing to meet from time-to-time with the Skilled Trades Committee person at the plant to discuss, and provide information relative to plans the plant is formulating and decisions it is contemplating concerning tool and die contracting by the plant.

**(17.20) Tool and Die Contracting in General  
Manufacturing Division, Engine, and Casting  
Division Plants**

In our negotiations leading to the Production and Maintenance Agreement dated December 11, 1982 we discussed in great detail tool and die contracting by the Company, some aspects of which are the subject of Section (17.19) Skilled Trades, Tool and Die Contracting. In the course of these discussions we reiterated that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, models, jigs or fixtures or to buy them.

We assure you, however, that when Journeyperson skilled trades employees in the toolmaking trades, including machine repair where applicable, of a plant of the General Manufacturing and Engine and Casting Divisions are on layoff for any reason or become laid off as a result of the plant's contracting out work involving the fabrication, maintenance or repair of tools and dies, and of the kind normally performed by such skilled trades employees in the plant, the Skilled Trades Representative of the Company, on request, will meet with the Skilled Trades Representative of the National Union to discuss, and provide information relative to, plans the Company is formulating and decisions it is contemplating concerning such contracting. A good faith effort will be extended by the parties to find solution to the problems discussed in these meetings.

**(17.21) Quality Initiatives**

During negotiations, the parties discussed the competitive nature of the auto industry in Canada and the potential impact upon job security for employees of FCA Canada.

During these discussions the Company addressed the importance of quality as one of the critical factors which can influence long-term viability of each of the facilities of FCA Canada. In this regard, the Company reviewed with the Union quality initiatives that are being introduced to ensure that the best possible quality standards are achieved. The programs reviewed included the Quality Improvement

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Process, Statistical Process Control methods, Performance Feedback Systems, training of employees to enhance operator skills, and other measures to measure and improve quality levels.

The parties agreed the application of these programs and processes is important for achievement of the quality objectives essential to the ongoing viability of each facility of FCA Canada.

### **(17.22) Employee – Basic Responsibilities**

During the current negotiations, the parties discussed at length the issue of job security. It is understood that faced with severe domestic and foreign competition, FCA must improve its manufacturing and other systems and provide for more productive and effective utilization of its capital and human resources if job security is to be attained.

One of the concepts discussed that would enable FCA to work toward meeting these important objectives and providing job security pertains to basic employee responsibilities. The Company believes setting forth an understanding of the duties that constitute basic responsibilities of all employees will encourage employee growth and co-operation, thereby improving productivity and increasing the flexibility of the Company's human resources.

As such, the Company and the Union agree that all employees are expected to take pride in their workmanship; have respect for other employees, union and salaried alike; be orderly and neat in their own workplace and otherwise respect the rights of others to work in an orderly, clean and safe environment.

All employees are expected to perform the various duties and basic responsibilities assigned to them.

Employees have the responsibility to ensure the equipment they use or work with is in proper working order. When a problem exists, they are to notify the appropriate personnel

## **JOB SECURITY**

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of such a problem, to minimize damage to themselves, other employees or to quality production of the product.

When time permits, employees may be expected to perform other tasks, relative to their normal operations.

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**(18.1) Change of Address**

Employees shall notify the Management of any change of address and a copy of the notification will be given the employee.

Within thirty (30) days after the ratification of this Agreement and every six months thereafter during the term of this Agreement, the Company shall give to the National Union and the respective Local Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Company.

The National Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

Upon request of the Local Union to the Manager of Labour Relations and Security, the Company shall give, not more than once in every quarter, current mailing labels of all retired, laid-off, and active employees covered by this Agreement.

**(18.2) Supervisors Working**

It is the express policy of the Company that supervisory personnel are for the purpose of carrying out supervisory functions and are not expected to displace employees covered by this Agreement.

However, a supervisory employee may perform operations where an emergency arises out of unforeseen circumstances which calls for immediate action to avoid interruption of operations and the supervisor may also perform operations for purposes of instruction or training as may be necessary in the discharge of supervisory duties, provided that the act of performing the aforementioned operations in itself does not reduce or affect the hours of work or pay of any employee covered by this Agreement.

**(18.3) Employees' Copies of Agreements**

Agreements will be printed and made available to employees on a request basis.

During negotiations, the company and the union agreed to discuss various alternatives regarding the use of different media that would ensure that employees have access to contractual language and provisions.

Both parties have committed to work together to this end and toward the objective of printing the agreements within six months of the final resolution and signing of agreement changes. The printing and distribution of the various employee booklets, exhibits and pension booklet will occur within nine months of the final resolution and signing of agreement changes. (c99)

**(18.4) Supplemental Agreement Temporary Part-Time Employees**

The parties agree that the Company may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in any plant covered by the current Production and Maintenance Agreement.

Therefore it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work on Mondays and Fridays, in addition to premium days, subject to the following:
  - A. On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled for the department in which they are assigned.
  - B. Temporary part-time employees may be scheduled to work daily overtime and on days for which regular full-time employees receive premium pay as such for time worked provided

## **GENERAL**

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they do not displace regular full-time employees.

- C. The employment by the Company of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the current FCA Canada-Unifor Production and Maintenance Agreement provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the plant pursuant to such a reduction may request to displace a temporary part-time employee. Seniority employees who displace temporary part-time employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part-time employees.
  - D. A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such layoff is hired to work as a temporary part-time employee shall be paid a rate determined in accordance with the applicable provisions of Section (9.6) of the current Production and Maintenance Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the HSMDDVH coverage, but not Supplemental Unemployment Benefits (SUB), to which the employee would have been entitled if the employee had continued as a laid off seniority employee, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.
- II. Skilled Trades and Non-Skilled temporary part-time employees hired on or after September 24, 2012 shall be paid at a rate equal to sixty-five percent (65%) of the straight time hourly wage rate of the classification to which they are assigned.

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If an employee does not possess the qualifications for journeyperson status, but has the qualifications required for temporary employee status in the classification in which the employee is employed, the employee shall be paid seventy percent of the full base rate of the classification to which they are assigned.

- III. A temporary part-time employee shall not accumulate time toward the fulfillment of the 90 day probationary period while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular full-time employee the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
- IV. The Company may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, colour, national origin, age, handicap, sex or religion.
- V. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.
- VI. A temporary part-time employee shall be subject to the provisions of Sections (1.8) through (1.11) of the current FCA Canada. - Unifor P & M Agreement. The initiation fee and monthly dues regularly required of temporary part-time employees shall be as determined by the National Union, Unifor. Notice of the amounts of such fee and dues shall be given to the Company in writing by the National Union,

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Unifor.

- VII. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will the temporary part-time employee's performance be considered either in establishing a production standard or in a dispute over the production standard.
- VIII. A temporary part-time employee shall not be covered by the SUB Plan (Exhibit A), Pension Agreement or the Insurance Program, the Legal Services Plan or the Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan except as provided in Sections I.D. and XII of this Supplemental Agreement. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of the current FCA Canada - Unifor P & M Agreement:

Section (8.1) (8.2) and (8.6) through (8.12)—  
Working Hours

- IX. A temporary part-time employee hired on or after April 24, 2009 shall be paid overtime premium only after forty (40) hours have been worked in any scheduled work week. This does not apply to full time employees exercising their right to become a TPT employee.
- X. A temporary part-time employee shall receive eight (8) hours pay at the temporary part-time employee's regular straight-time hourly rate for any of the holidays enumerated under Section (12.1) of the current FCA Canada- Unifor P & M Agreement when such holidays occur on a regular workday of the employee's workweek, provided the employee (1) actually worked at least ninety (90) days prior to

## **GENERAL**

such holiday, (2) worked the employee's last scheduled working day prior to and the employee's next scheduled working day after such holiday within the scheduled workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

- XI. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Company will pay the premiums for coverage for any month in which the employee receives pay from the Company for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated. Temporary part-time employees will also be provided the following coverage as set forth in Exhibit G to this agreement:
- i) Prescription Drug Expense Benefits as set forth in Appendix I
  - ii) Semi Private Accommodation set forth in Appendix H
  - iii) Out of Province HSM Coverage and Assistance as set forth in Appendix H, Section XV
  - iv) The Ontario Health Insurance Plan as set forth in section I A.

Coverage for temporary part-time employees does not include dental, vision, hearing aid, extended health services, other expenses provide for under Exhibit G, or other benefits provided under the Insurance Program.

Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment is terminated.

- XII. Any consent to be obtained from the Union concerning in-plant matters with regard to the T.P.T. Program must be obtained from either the Plant Chairperson or the Advisory Committee person.
- XIII. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Production and Maintenance Agreement.
- XIV. This Agreement supersedes and in all respects replaces any previous Supplemental Agreement-Temporary Part-Time Employees.
- XV. Notwithstanding all agreement provisions and past practices pertaining to the usage of Temporary Part-Time Employees (TPT's), the parties agree to expand the usage of TPT's to cover absences anytime during the workweek that include contractual, casual and LOA. This expanded use of TPT's will be contingent upon no permanent, full-time production employees on indefinite lay-off. Excluding Mondays, Fridays, Saturdays, the daily number of TPT's that may be utilized under this expanded concept will be limited to 225 at Windsor Assembly Plant and 225 at the Brampton Assembly Plant.

(c05, c08, c12, c16, c20)

### **(18.5) Temporary Part-Time Program - Cancellation**

We had several discussions concerning the Supplemental Agreement — Temporary Part-Time Employees.

The parties signed the Supplemental Agreement — Temporary Part-Time Employees and further agreed that the National Union, may cancel such Agreement because of abuses by giving the Company thirty (30) days advance notice.

**(18.6) T.P.T to Full Time**

During the current negotiations the Union raised concerns regarding the appropriateness of requiring temporary part time (TPT) employees who wish to become full time employees to successfully complete the Company new hire testing procedures.

While recognizing the need of the Company to ensure it hires the best candidates, the parties acknowledged that TPT employees who do not meet the minimum standards of the Company's new hire testing procedure, will be given further consideration for employment based on the following conditions:

- (a) An active TPT employee on roll at the time of test.
- (b) Has completed three (3) consecutive years of service as a TPT employee and has worked a minimum of 400 hours in the third year.
- (c) Has maintained acceptable ratings during their tenure as a TPT employee.

TPT's may continue to work provided they meet the eligibility guidelines of the TPT program or until such time as a full time position is offered. (n96)

**(18.7) Minute of Silence**

The parties have discussed how the efforts of the men and women who have served, and continue to serve our country during times of war, conflict and peace could be honoured in company plants.

It was agreed that each year on November 11, where feasible, operations will cease at 11:00 AM in order that all workers may pause in a silent moment of remembrance for those who fought for Canada in the First World War (1914 - 1918), the Second World War (1939 - 1945), and the Korean War (1950 - 1953), as well as those who have served thereafter. (n05)

**(18.8) Relief Time**

Notwithstanding Windsor Area Special Provisions Letter 4.1 – Implementation of 10-Minute Rest Period, Letter 4.3 – Relief Time – Vehicle & Engine Assembly Line Ops., and Letter 4.4 – Relief Time – Robogate Toy Tab Op., Brampton Special Provisions Letter 18.11 – Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S., and Etobicoke Local Section on Relief Time, the parties agree that the amount of relief time made available to employees assigned to vehicle and engine line assembly operations at Brampton and Windsor Assembly plants and employees assigned to die cast and cross member operations at Etobicoke Casting plant will not exceed forty (40) minutes relief per eight (8) hour shift. The Schedule for breaks and lunch periods, will be determined locally consistent with the guidelines for establishing such periods outlined in the Production and Maintenance or Local Agreements. (n09, c12, c16)

**(18.10) Supplier Park Concept**

During these discussions, the parties agreed to explore opportunities whereby the Company could facilitate the on-site production of automotive components and services by outside entities for assembly into FCA made vehicles.

The parties agreed that in order for such an arrangement to be viable, certain parameters must be established in order to protect the interests of all involved. These parameters include but are not necessarily limited to the following:

1. Supplier park employees would be employed by an independent corporate entity other than FCA Canada Inc.
2. Firms operating within the supplier park will voluntarily recognize Unifor as the bargaining agent for all on-site production and trades employees. This representation is a condition for the firm to perform supplier park work. A separate bargaining unit will be established for each corporate entity operating within the supplier park. Dues check-off and normal union security

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provisions will apply.

3. Supplier park activity is not subject to any of the conditions of the National or Local collective agreements between FCA Canada and Unifor (other than this memorandum of understanding).
4. Wages and other compensation for supplier park employees will be determined commensurate with existing competitive practices in equivalent segments of the independent auto parts industry, as negotiated and approved by Unifor National and Local Union. In any event, hourly wages in any supplier park activity will be no lower than \$16.
5. Supplier park employees will have no seniority, preferential hiring, or other rights of any kind with respect to FCA Canada-Unifor collective agreements. Supplier park employees will have no bumping rights into the operations of other independent companies operating within the supplier park.
6. FCA employees on permanent layoff with no prospect of recall may apply for work in the supplier park. No laid-off FCA employee is obliged to accept a position in the supplier park, and they retain their full FCA recall rights in any event.
7. FCA Canada and the Unifor National and Local Union in the assembly plant must agree upon a defined geographical area within which supplier park activity will occur (potentially including separate buildings and/or vacant space within the existing assembly plant). Supplier park activity will not be permitted outside of the defined area.
8. Allowable activities that could occur within the supplier park include sequencing, sub-assembly, pick and pack, vendor inspection and production of stand-alone components.

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9. Any work currently performed as part of direct vehicle assembly (including chassis, body, trim, stamping, paint, traditional post-assembly repair and inspection work) will not occur in the supplier park.
10. The independent supplier would be fully responsible for all matters pertaining to their employees, labour relations, operations, purchasing and equipment.
11. In the event that a supplier operating within the supplier park becomes insolvent, FCA Canada may identify or establish another independent company to perform this work.
12. FCA Canada maintains sole discretion to continue or terminate any such arrangement, at any time and for any reason. Where existing work is transferred from one entity to another within the supplier park for whatever reason, the workers and their collective agreement will be transferred to the new supplier.
13. The Company will provide the Union notice of agreement termination 30 days prior, or as soon as reasonably practical.
14. In circumstances in which Unifor-represented work is brought into the supplier park, the workers and their collective agreement will follow the work into the supplier park.
15. If white space is available in conjunction with a next generation vehicle and a favourable business case exists, the Company may also pursue work traditionally performed on the outside (door modules as an example) and move this work in-house pursuant to these provisions.
16. Any exceptions to the preceding conditions must be agreed upon by FCA Canada and both the National Unifor and the Unifor Local Union.

**(18.11) Commuter Van Pool**

On April 4, 1977, the Company initiated the Commuter Van Pool Program on a pilot basis for the use of its employees in order to alleviate parking space problems and to promote fuel conservation measures in these times of energy consciousness.

To date the program has been worthwhile as is evidenced by employee support and participation. As of this time, the Company intends to continue the program insofar as it remains economically and reasonably practicable to do so. The Company reserves the right to discontinue the program in the event the program becomes unfeasible.

(n16)

**(18.12) FCA Canada and Unifor Leadership**

**Statement Regarding the COVID-19 Pandemic**

FCA Canada and Unifor remain committed to address the continuing challenges posed by COVID-19. It is important to reflect on the collective journey we've taken to help ensure everyone's safety at our FCA Canada facilities.

In March of 2020, FCA Group LLC. took precautionary measures and temporarily suspended production at the North American assembly plants in response to the global spread of the coronavirus, which included facilities represented by Unifor in Canada.

Within days, a joint FCA Canada - Unifor Task Force was created to implement enhanced protections for all employees across FCA Canada operations. By the end of March, FCA Canada and Unifor had established an internal working group to follow the developing guidance established from federal and provincial authorities and to collaborate in the development of new safety controls for our locations. The result of this partnership was the FCA COVID-19 Playbook. The "Playbook" outlined key guidelines and actions required to promote the safe return to work of our respective members and employees.

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The response to the COVID-19 pandemic called for unprecedented changes to the ways we've traditionally operated our facilities. Many people were off work while manufacturing facilities implemented playbook safety requirements. The manufacturing return to work plan started with enhanced cleaning and disinfecting practices, communication and visual aids for employees, social distancing requirements, facemasks, and safety glasses. To provide additional protective measures, we introduced daily health surveys and temperature scanning protocols before entering our manufacturing and parts distribution centres. Several phases of Return to Work audits were conducted to ensure compliance with newly established protocols to ensure the safety of all employees.

Our parts distribution centres adopted immediate safety measures and stayed in operation during the course of the pandemic. They maintained a steady flow of parts to dealers and customers, performing essential services work during this difficult time. A number of the lessons learned from these locations and other parts of the world were adapted into the Playbook. Manufacturing resumed in our idled plants towards the end of May. The undertaking of implementing the new safety measures was no small feat when we think about the immense size of these facilities.

With your efforts and participation, the additional safety measures we adopted at our locations have been effective, but the pandemic is far from over. FCA Canada and Unifor remain committed to our collective focus to help prevent the spread of COVID-19. We also understand that we'll need to continue to adapt to changing dynamics and recognize the critical importance of working together through to the end of this pandemic. Safety must be our top priority at all of our Canadian FCA facilities. Your active commitment and participation will help reduce the risks to our respective members/employees, and support health and safety within our communities.

The leadership of FCA Canada and Unifor want to thank everyone for their efforts and understanding during this period. It is impossible to thank everyone but let's think about the people who deep cleaned our sites and who continue these efforts to this very day, the trades and engineers who made so many important changes possible, the local union representatives and company operations personnel who led their sites back to work, the Joint Health and Safety Committees who reviewed and oversaw the safe return to work process at each location, and especially everyone of you, who played the most important role, remaining committed to the safety of your coworkers and families during this most challenging period.

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**REPRESENTATION**

**Letter 2.1 - Number of Committeepersons**

The employees covered by this Agreement shall be represented by Seniority employees of the Company during regularly scheduled straight time hours for in-plant Union Business under the grievance procedure as follows:

- (a) Production - The Unit Chairperson and Plant Shop Committeepersons as established in the following scale shall perform their duties on a full time basis commensurate with the time allocated.

<b>Workforce</b>	<b>Union Representation</b>
1 to 250 employees	One Committeeperson
251 to 500 employees	Two Committeepersons
501 to 750 employees	Three Committeepersons
751 to 1000 employees	Four Committeepersons
1001 to 1250 employees	Five Committeepersons
1251 to 1500 employees	Six Committeepersons
1501 to 1750 employees	Seven Committeepersons
1751 to 2000 employees	Eight Committeepersons
2001 to 2250 employees	Nine Committeepersons
2251 to 2500 employees	Ten Committeepersons
2501 to 2750 employees	Eleven Committeepersons
2751 to 3000 employees	Twelve Committeepersons

and so on, with one additional committeeperson for each additional 250 employees.

For purposes of the number of full time Committeepersons, work force is defined as employees actually at work according to Payroll records as of the last normal production week prior to these dates.

It is understood that the maximum number of Skilled Trades employees to be excluded from the count for determining the number of regular Committeepersons shall be two hundred and fifty.

## **BRAMPTON – REPRESENTATION**

Where there is an increase in full time Committeepersons under this paragraph, the Union may, at its option, assign the additional Committeeperson to either the day shift or the afternoon shift.

Adjustments in Union Representation shall be made effective the first Monday following October 1st, January 1st, April 1st and July 1st of each year except when the Plant changes from single shift to two shift operation or from two shift to single shift operation in which case the necessary adjustments shall be made effective the first Monday of the change in schedule.

(b) Skilled Trades - In addition to the above, with respect to Skilled Trades, the Plant Skilled Trades Chairperson and the following Union Representation shall apply once Skilled Trade employees number more than twenty-five (25).

Day Shift	- One Committeeperson allowed eight hours per day
Afternoon Shift	- One Committeeperson allowed eight hours per day while 2nd production shift is in place
Midnight Shift	- One Committeeperson allowed one hour per day

## **BRAMPTON – REPRESENTATION**

- (c) The following Representation structure applies at Brampton Assembly Plant. The parties recognize the number of Committeepersons is subject to the ratio as provided above:

Representation	Number of Representatives			
	Post AWS 2 Shift		AWS 3 Shift	
	F/T	P/T	F/T	P/T
Plant Chairperson		1		1
Skilled Trades Chairperson		1		1
Committeeperson- Production		10	1	15
Committeeperson- Skilled Trades		2	1	3
Health & Safety		2		3
Benefits *		1		2
Placement		1		1
Empl. Assist. / Subst. Abuse		1		1
Employment Equity		1		1
Time Study		1		1
Grievance Co-ordinator		1		1
District Committeepersons		2		4
WSIB (Regional)		1		1
Environmental Representative			1	1
<b>Total</b>		<b>25</b>	<b>3</b>	<b>35</b>

\* Benefit Reps will be designated as "A" and "B". In the event the plant returns to a two shift operation, it is agreed that Benefit Rep "A" will remain and function on a full time basis, while the Benefit Rep. "B" will be utilized as required.

### **Letter 2.2 – Benefit Plans Representative**

- (a) Function

Notwithstanding the Benefit Plans Representatives Letter as contained in the P & M Agreement, when the workforce exceeds 1,000 employees a Benefit Plans Representative may be appointed. Should the workforce fall below 600 employees the Benefit Plans Representative will be allowed a maximum of two (2) hours per day.

- (b) Super Seniority

In a layoff of one full week or longer, the Benefit Representative shall be retained on a super-seniority basis; firstly in the Benefit Representative's own classification, and secondly by displacing the most junior employee in the Plant whose job the

## **BRAMPTON – REPRESENTATION**

Benefit Representative is capable of performing. During this period, the Benefit Representative shall be allowed such time as might be required to deal with benefit problems of employees up to the maximum provided under Letter 2.1.

### **Letter 2.3 – Placement Representative**

The Placement Representative will assist the Management Placement Representative in the placement of employees with permanent or temporary medical restrictions or other limitations on suitable work in accordance with the Collective Agreement.

Placement duties include but are not limited to:

- Using plant placement procedure, assist in placing employees who are fit to do immediate temporary modified work.
- Using plant placement procedure, assist in placing employees who have been off work and are fit to return to modified duties.
- Follow up with employees who miss work the day following a reported accident. Make every effort to insure they do not become lost time claims by offering modified work.
- Monitor and follow up with temporary placements to insure they are provided additional placement opportunities.
- Discuss the employee's ability to do modified work with attending physician.
- Assist employees with concerns or questions on S&A, EI, or other Benefits and ensure employees are directed to the appropriate Department or Representative. Part of this assistance may require attendance at meetings with WSIB representatives and Management to review plant operations.
- The discussions also dealt with the rehabilitative aspects of disabilities, and as such the Placement Representative would participate in early intervention meetings with the employee, Company medical representatives, and other stakeholders to recommend the appropriate rehabilitation measures.

## **BRAMPTON – REPRESENTATION**

- Computer tracking and minor administrative duties to maintain current data on disabled employees may be required.
- Any concerns, which may arise pertaining to the Program, will be raised with the Union Plant Chairperson and the Human Resources Manager or their designate.

### **Letter 2.4 – Grievance Investigation**

An employee requiring representation in the grievance procedure shall first contact the employee's Supervisor. The Supervisor will promptly call the Unit Chairperson in the Unit Office and the Unit Chairperson will keep a list of all such calls and times and will act as dispatcher for the appropriate Dayshift Committeeperson. The Afternoon Shift Committeeperson shall be contacted promptly by the Supervisor through the paging system and the Committeeperson shall keep a list of calls and times. The Unit Chairperson shall have access to the paging system provided to the Second Shift Plant Committeeperson.

Union Representatives who are allowed less than 7 hours per shift for Union business shall not leave their assigned work without first obtaining permission. Such pass will be granted as soon as possible, but in any event, within 30 minutes of the request.

When it becomes necessary for a Union Representative to enter a Department or Section of a Department for the fulfillment of Union duties, such Union Representative shall inform the Supervisor of the representative's presence and obtain the Supervisor's permission to proceed with the grievance matter occasioning entry into the Department or Section.

It is understood that time spent investigating and settling grievances will be kept to a minimum and that this privilege will not be abused.

## **BRAMPTON – REPRESENTATION**

The Unit Chairperson and all Committeepersons shall enter and remain in the Plant only on their respective shifts unless otherwise agreed to by the Management.

### **Letter 2.5 – General**

Each Union Representative shall be employed on the shift for which elected as a Union Representative during the term of office.

The Unit Chairperson shall select an alternate from the District Committeeperson or Committeeperson who shall act as a substitute only in the event the appropriate representative is absent from the Company premises. The Company will sanction upon request, the appointment of additional alternates where multiple shifts are involved. The alternate for the Unit Chairperson shall be appointed by the Unit Chairperson.

The Company shall supply the Union with an enclosed office with desk, filing cabinet and telephones to be located at a place designated by the Production Manager. It is understood that only the Union Representatives named herein shall use this facility except during break and lunch periods.

### **Letter 2.6 – Overtime**

Notwithstanding the provisions of Letter 8.11, Union Representatives as defined in Letter 2.1 (or in their absence their designated alternates) shall be offered the opportunity to work overtime on work which they are capable of performing on the following basis.

- (a) Scheduled Production Overtime for the Complete Plant (all lines running).
  - (i) The Unit Chairperson will work the same scheduled hours as the First Shift employees and will be allowed full time during such overtime hours. The Dayshift Committeeperson will work the same scheduled hours as the Dayshift employees working the same shift and will be allowed time commensurate with that provided under Letter 2.1 (a). The Dayshift Skilled Trades

## **BRAMPTON – REPRESENTATION**

Committeeperson will work the same scheduled hours as the majority of First Shift Skilled Trades employees and will be allowed time commensurate with that provided under the Skilled Trades Section above.

- (ii) The Committeeperson on the Afternoon Shift will work the same scheduled hours as the Second Shift employees and will be allowed time commensurate with that provided under Letter 2.1 (a), during such overtime hours for In-Plant Union business under the grievance procedure. The Afternoon Shift Skilled Trades Committeeperson will work the same scheduled hours as the majority of Afternoon Shift Skilled Trades employees and will be allowed time commensurate with that provided under the Skilled Trades Section above.
- (iii) The Night Shift Committeeperson and Skilled Trades Committeeperson will work the same scheduled hours as the majority of the Night Shift employees who they represent and they will be allowed such time as might be required to deal with grievance procedure business which arises during such overtime hours.

(b) Partial Shift Operation:

When 5 or more employees (working the same shift hours as the Committeeperson) whom the Committeeperson normally represents are working overtime on the Committeeperson's shift in the Committeeperson's zone, the Committeeperson or in the Committeeperson's absence the alternate shall be offered the opportunity to work such overtime if the alternate is able to do the work. The Committeeperson will be allowed such time as might be required to deal with grievance procedure business which arises during such overtime hours.

On Saturday and/or Sunday only, Dayshift employees are working overtime on the Dayshift, the Unit Chairperson shall be offered the opportunity to work such overtime and the Unit Chairperson shall be

## **BRAMPTON – REPRESENTATION**

allowed fulltime to deal with grievance procedure business which arises during such overtime hours.

### **Letter 2.7 – Notification to Company**

If there are any changes made in the personnel set forth in each list, the union will, through the Unit Chairperson, or the Unit Chairperson's nominee, promptly after such employees have been elected or appointed, furnish the names of such employees in writing to the Human Resource Manager or designated representative. The Union agrees to give the Company 48 hours' notice of any change in the Union Representation named in this section. Where the above named representatives and their alternates are both absent on a particular shift, the Union will, through the Unit Chairperson or nominee, inform the senior Supervisor in the department of the names of the employees who will act as the appropriate Union Representatives for handling of grievances and such notification shall be given by the end of the first hour of the shift concerned. Such appointment will be made from among employees actually at work.

### **Letter 2.8 – Emergencies – Health & Safety**

In the event of an emergency situation requiring prompt attention involving the health and/or safety of an employee, which has not been resolved by the employee's immediate Supervisor and appropriate Committeeperson, it is agreed that a meeting will be held between the shift's senior management and the appropriate union representatives for resolution.

### **Letter 2.9 – Return to Classification**

Upon termination of their services as an elected or appointed union representative, they shall be returned to their previous classification and job (last recorded permanent classification and job), with their normal seniority standing in their previous department.

## **BRAMPTON – REPRESENTATION**

### **Letter 2.10 - Union Representation In Layoff**

The parties agree that the determination of which Union Representatives are to be retained in a period of layoff will be done prior to the layoff becoming effective (deadline noon of the last working dayshift prior to the layoff commencing). If subsequently a retained Union Representative fails to report for work for any reason, the Union may immediately appoint a substitute from among the concerned employees who are scheduled to be at work. The Company will not be required to call in a laid off employee to substitute for the absent representative.

### **Letter 2.11 – Union President**

Where the President is entering the Plant to go to the Union Office or Benefits Department, no prior permission is required.

Where the President wishes to see employees in a Department or Departments or generally wishes to view operations, prior permission from the Labour Relations Manager, or their designate, will be required.

### **Letter 2.12 – Health & Safety Representative – Seniority**

Notwithstanding the Health and Safety Representative's position on the seniority list and subject to the letter on "Hours other than Regular Hours", the Health and Safety Representative shall be considered as a Committeeperson for the purpose of seniority and shall hold like preferential seniority consistent with the applicable provisions of the Agreement.

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## **BRAMPTON – GRIEVANCE PROCEDURE**

### **GRIEVANCE PROCEDURE**

#### **Letter 3.20 – Grievance Procedure – Flow Chart**

Both parties acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Letters 3.16 - Notice of Suspension, Disciplinary Layoff or Discharge and 3.17 - Union Representation. The attached flow chart illustrates the proper sequence of procedural steps to be used in processing employee grievances.

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

The Company pointed out that Special Conferences, as provided for in Section (2.7)(b), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (2.7)(b) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 2 or Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

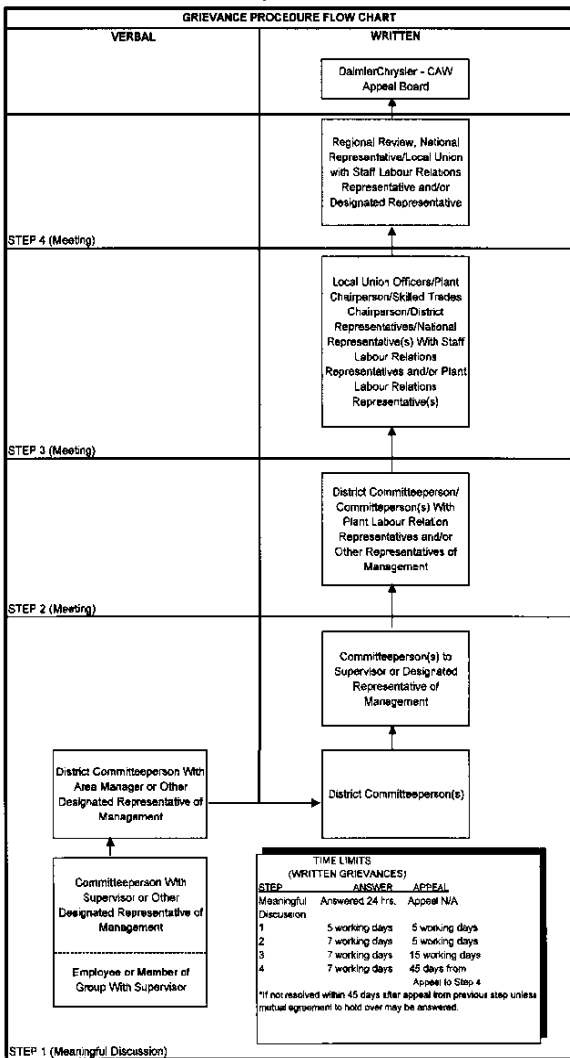
The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in

## **BRAMPTON – GRIEVANCE PROCEDURE**

writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Company has violated. Management's answers will set forth facts taken into account in answering the grievance.

# BRAMPTON – GRIEVANCE PROCEDURE

## Bramalea Special Provisions



**WORK STANDARDS**

**Letter 4.6 – Rest Periods**

The Company will grant during a regular 8 hour shift a rest period of not more than 18 minutes after each 2 consecutive hours of work, from the employee's regular shift starting time, provided that when a lunch period occurs it will supersede the break period which would otherwise have occurred. It is agreed that Skilled Trades employees and non-journeyperson/journeyperson maintenance employees assigned to the third shift may be granted their first rest period after the first 1 hour of work after their regular shift starting time.

The Company will grant a separate rest period of not more than 9 minutes during each 2 hour period of overtime at the start of the overtime period.

## **SENIORITY**

### **Letter 5.1 – Definition – Seniority**

The term "seniority" shall be defined as that status of the employee based upon the employee's established unbroken length of service with the Company from the date of last hiring at the Brampton Plant or Brampton Plant subject to the negotiated special transfer provisions.

### **Letter 5.2 – Company's Right to Assign**

- (a) Seniority shall be by Department and on a plant-wide basis, as established and agreed upon between the Union and the Company in accordance with the following Seniority provisions.
- (b) The Company shall have the right to assign employees to any work within their classifications. When the need arises to assign employees out of their zone, the Company shall first reassign the most junior employee who is qualified to perform the work. It shall also have the right to assign employees to other classifications on a temporary basis when necessary to maintain an efficient operation. The Company will inform the Union as soon as possible of such manpower movement.

### **Letter 5.3 – Seniority Lists**

The Company shall give the Union an up-to-date seniority list once every three (3) months and make seniority lists available electronically in the plant kiosks.

There shall be separate Seniority Lists for Brampton production and Skilled Trades. The Company shall also provide a composite list of the above two.

### **Letter 5.4 – Committeepersons**

The Committeepersons named in Letter 2.1 (except Skilled Trades Committeepersons), Unit Chairperson, the Skilled Trades Chairperson and the President or the top ranking officer of the Union acting as President in the

## **BRAMPTON – SENIORITY**

grievance procedure, shall head the seniority list of their Plant during their term of office. The Skilled Trades Committeepersons shall head the seniority list of their trade.

In the event of a layoff, the following procedure shall apply:

- (a) If there is work in the Skilled Trades Committeeperson's trade on their respective shifts, they shall be retained in their plant in that trade, on that shift. If no work is being performed in said Committeeperson's trade on said Committeeperson's shift, the Committeeperson shall have the option of displacing the most junior employee in any other trade on that shift providing the Skilled Trades Committeeperson is qualified to perform the work in the trade. In the event there is no work for the Committeepersons they shall be laid off. When a Skilled Trade Committeeperson is laid off under the above circumstances, said Committeeperson shall be allowed to designate an alternate Committeeperson from among the Skilled Trades employees scheduled to be at work on the Skilled Trades Committeeperson's shift.
- (b) For all others named above, except the Unit Chairperson, they shall be retained if there is work on their shift which they are capable of performing being done in their zone of influence. In the event that no work is being performed in their zone of influence they shall be allowed, at their option, to displace another employee, on the same shift, who is scheduled to work in another zone provided they are capable of performing the work available.
- (c) In both Subsections (a) and (b) above, the Committeeperson will be allowed such time as is required for investigation of grievances which arise during the period of layoff and further provide that said Committeeperson shall be provided such time as is necessary to attend

## **BRAMPTON – SENIORITY**

scheduled grievance meetings during said layoff period.

- (d) The Unit Chairperson shall be retained on the Dayshift provided any Dayshift Employees (other than Skilled Trades) are working on the Dayshift and the Unit Chairperson shall be allowed full time during such straight time hours for in-Plant Union business under the grievance procedure.

### **Letter 5.5 – Loss of Seniority/Termination of Employment**

An employee's seniority rights and employment relationship shall terminate if:

- (a) The employee quits.
- (b) The employee is discharged for just cause and such discharge be not reversed through the grievance procedure.
- (c) The employee exceeds a leave of absence granted by the Company.
- (d) The employee gives false reasons for obtaining a leave of absence.
- (e) The employee fails to report back to work from layoff within 5 working days after the employee is notified to return to work (an employee shall be considered as "notified" to return to work the third day after the Company's communication is mailed to the employee's last known address in the records of the Company). Should the Company contact the employee by telephone, the employee should inform the Company of the employee's intention.
- (f) The employee is absent from work 5 consecutive working days.
- (g) The employee falsifies the employee's application for employment and/or medical report history and such falsification is discovered within 12 months of the employee's date of hiring.
- (h) The employee is on layoff from the Company for a period of 60 consecutive months, or a period equal to the employee's seniority, as of the date

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## **BRAMPTON – SENIORITY**

of the employee's continuous layoff, whichever is the greater.

(c20)

### **Letter 5.6 – Return to Work**

Should the employee return to work and be assigned to a job and fail to qualify on that job, it shall not break the employee's continuity of absence where appropriate.

### **Letter 5.7 – Medical Placement Review**

In the event that the employee does not qualify the employee's placement will again be reviewed to endeavour to find another suitable job. (c16)

### **Letter 5.8 – Interpretation of Seniority**

- (a) Where a production employee enters Skilled Trades, the employee is given Date of Entry seniority. The employee loses previously acquired seniority but retains previously acquired service for the purpose of fringe benefits. Since the employee has Date of Entry seniority there is no problem re statutory holiday pay.
- (b) Where a Skilled Tradesperson enters Production, the Skilled Tradesperson is granted Date of Entry seniority, loses previously acquired seniority, but retains previously acquired service.
- (c) Where the transfer is made during a period of layoff, the employee retains recall rights, based upon seniority held at the time of layoff to the area (Production or Skilled Trades) from which the employee was laid off. The employee's seniority status and service status is as shown in (a) and (b) above.
- (d) With respect to Health Care plans an immediate transfer is made of the benefit and benefit levels based upon the new job now being performed by the employee.
- (e) For SUB the employee continues to accumulate credited service and should the employee subsequently be laid off the employee's status,

## **BRAMPTON – SENIORITY**

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- e.g. Production or Skilled Trades will determine the benefit level to be paid.
- (f) Vacation pay will be based upon the previously acquired service with the Company and at the vacation pay calculation date the vacation pay will be calculated on the basis of the job then being performed. For example, if a Skilled Tradesperson was laid off for the first week in June, having worked all the prior vacation year as a Skilled Tradesperson and elected to go into Production, Vacation pay would be calculated on the job held in Production with no adjustment made for time spent as a Skilled Tradesperson.
  - (g) The basic concept being followed is that the seniority lost by virtue of a transfer can never be regained but the service held with the Company will be retained for purposes of holidays, vacations, SUB, pension and health care benefits. The fact that the employee may have ten years of service will give the employee no additional protection in job retention, job bidding, medical placement, etc., over and above the seniority actually held.
  - (h) It was made clear that when the laid off Skilled Tradesperson elects to obtain a job in the production area, said Skilled Tradesperson has no right of displacement of any employee who is already at work, in other words, the Skilled Tradesperson must fill a job which would otherwise have been filled by a new hire.
  - (i) It was also recognized that although we give the Skilled Trades employee moving into Production a Date of Entry seniority which would protect said Skilled Trades employee in event of a layoff, vis a vis probationary employee, nevertheless, a probationary who was laid off could continue to accumulate service towards seniority and on attaining seniority could displace the retained Skilled Tradesperson Working in Production.

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## **BRAMPTON – SENIORITY**

Under Letter 14.7, Skilled Trades, seniority under all subsections shall be the seniority held by the employee in the trade in which the employee was working at the time the employee became physically disabled.

### **Letter 5.9 – Inverse Seniority**

The Company will meet with agreed upon Union representatives to work out the methods which will be applied in Inverse Seniority for the first layoff period in excess of 5 working days applicable to the second week or following weeks of a layoff of known duration. The Union will save the

Company harmless from any monetary grievance demands or legal repercussions from E.I.

The results will be measured subsequently by the same Company/Union Inverse Seniority Committee and a determination will be reached mutually as to the administration of future similar layoff situations.

The usual contract provision involving layoff will not be changed for the term of this contract from the above procedure.

Christmas and Model Change layoff periods are exempt from the inverse seniority provision.

### **Letter 5.11 – Summer Students – Seniority**

- (a) Any student, regardless of the number of days spent in previous employment with the Company, will be treated as a new hire with no credit given for the previous time and will start at the minimum hiring rate of the classification for which they were hired.
- (b) If and when such employee does attain 90 days service, which under normal circumstances would give the employee seniority, the employee will have no rights under the Contract with respect to seniority in retaining a job through bumping rights.

## **BRAMPTON – SENIORITY**

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- (c) Any student (probationary or seniority employee) who, at the completion of temporary work, wishes to be retained on a permanent basis, must resign from the Company and may be rehired with no credit of time or benefits for previous employment. This employee will then start as a new hire for pay, seniority date and service date purposes.
- (d) Should a job come open during the period of employment of such student which would normally be filled by a new hire, the student may contact Hourly Employment Office with respect to filling such vacancy thus indicating such student wishes to be retained on a permanent basis. The Company will give consideration to the employment of such students on a permanent basis and if so employed the conditions above will apply and such student will then start as a new hire for pay, seniority and service date purposes as of the first day worked following the date the Hourly Employment Office has transferred such student to permanent status.

It is recognized between the parties that the student may continue to be employed on the temporary work for which the student was hired even though the student's status is changed in accordance with (d) above.

**LAYOFF AND RECALL**

**Letter 6.1 – Layoff, Reductions and Recalls Other Than Model Change**

In the event of a temporary layoff the workforce will be adjusted as follows:

- (a) In a layoff of one full week or less employees on the operations to be performed will be retained or recalled and where necessary the Company may select or recall additional qualified employees by seniority for supplementation.
- (b) After one full week of layoff the Plant shall be adjusted on the basis of plant-wide seniority subject to the immediate ability of the employee to perform the work required. In the event that the temporary layoff is known in advance to exceed four consecutive weeks (other than at model change), the Company will meet with the Union during the second week of layoff to review the status of employees being retained out of line of seniority.
- (c) In the event of a permanent reduction in force the plant shall be adjusted on the basis of plant-wide seniority subject to the ability of the employee to perform the work required. In those instances when a permanent reduction in force from an operation is being effectuated and employee ability is equal, the junior employee on the operation and classification will be displaced unless a more senior employee on the classification volunteers to be moved. The sequence of adjustment shall be by seniority of the affected employees with the senior employee having a choice of job(s):
  1. Classification – Team on Shift
  2. Classification – Zone on Shift
  3. Classification – Department on Shift
  4. Classification – Department Regardless of Shift
  5. Classification – Area Regardless of Shift

## **BRAMPTON – LAYOFF AND RECALL**

6. Junior Employee in Area – Regardless of Classification and Regardless of Shift
  7. Junior employee in the Plant regardless of Shift  
Area will be interpreted to mean (i) Stamping (ii) Body (iii) Paint (iv) Assembly (Final, Trim, Garage) (v) Material Handling, (vi) inspection, (vii) Maintenance and where separate organizational areas are established the Union will be so informed. For the purposes of Material Handling the sequence of adjustment is outlined in the Brampton Local Plant Agreement.
- (d) Should the employee not be qualified, the employee will be laid off until work the employee is capable of performing is available.
  - (e) When a seniority employee is laid off and subsequently acquires new skills and the employee properly notifies the Hourly Employment Office with proof of attainment of these new skills, these new skills shall become a matter of record and shall be considered for recalls which occur subsequent to the date of notification to the Company.
  - (f) In the event of a significant reduction in workforce the parties will arrive at a method of limiting the number of workforce moves consistent with maintaining the quality of the product and operational efficiencies.  
(c05, c16, c20)

### **Letter 6.2 – Model Changes Layoffs and Recalls**

- (a) In departments where it becomes impractical to layoff in accordance with seniority, at the end of the model year, the Company shall set one date ending the current model, and for 15 calendar days prior to the date employees shall be laid off when their operations are completed in their respective departments.
- (b) In order to facilitate tooling or rearrangement of Plant, taking inventories, the starting of jobs or groups getting into production, building of pilot jobs and the working out of difficulties incidental to new models employees shall be returned to work according to the needs determined by the Company for a period not to exceed 15 scheduled working days. In the selection of such employees, length of service may be

## **BRAMPTON – LAYOFF AND RECALL**

secondary to other qualifications but shall be given thorough consideration.

- (c) The normal layoff and recall seniority provisions of Letter 6.2 (a), (b) and (c) of the Collective Agreement shall not apply to the interim period from the end of the first 15 day period to the beginning of the second 15 working day period. During this interim period additional help as required will be obtained by the following procedures.
- (d) Notwithstanding the above the Parties may mutually agree to prolong the 15 calendar day period referred to in above when the circumstances warrant such extension.
- (e) In the event that Supplementation is required during two 15 day periods described above the procedure in Letter 6.3 shall apply.

### **Letter 6.3 – Interim Period**

- (a) Prior to the start of the model change layoff the Company will post a notice indicating classifications available, anticipated date required and approximate numbers required.
- (b) Any seniority employee may bid for these openings and the Company will select the number required in Plant-wide seniority order, from among the qualified applicants. At Brampton preference will be given to applicants currently in the classification in the Department. It is understood that to be a successful bidder the applicant must be able to satisfactorily perform the available work.
- (c) Should additional employees be required the Company will continue to choose from among those qualified employees who bid and were not initially selected.
- (d) Should the list be exhausted and still further employees are required the most junior qualified employees in the classification firstly in the Department and secondly in the Plant will be called in to fill the openings.
- (e) In the event that a classification is not posted and employees are required the Company will select

## **BRAMPTON – LAYOFF AND RECALL**

qualified employees in Plant-wide seniority order from among all employees who bid for the interim work.

- (f) Should the above procedure be exhausted and vacancies still exist, the Company may designate and schedule the employees who will be required to work.

### **Letter 6.4 – Laid Off Probationary Employees**

Laid off probationary employees who have established a satisfactory employment history with the Company prior to being laid off will be given consideration by the Company towards their re-employment, but in any event, the Company's decision will be final.

### **Letter 6.5 – Overtime During Layoff – Production**

The Company agrees to meet with the Union prior to any protracted full production overtime being scheduled to discuss the possible recall of laid off employees if such exist.

In such discussion due consideration will be given to notice requirements under the Employment Standards Act of Ontario.

**TRANSFER AND PROMOTION**

**Letter 7.1 - Posting Procedure**

There will be established a job posting procedure which will allow all production employees the opportunity to bid for work in all classifications.

The job posting will contain, where applicable, classification, department, job title, rate of pay, shift, a brief job description and wherever possible, requirements of the job.

Temporary vacancies are defined as vacancies resulting from an employee's absence longer than thirty (30) calendar days. Documentation must be provided to substantiate the absence.

For the purposes of this language, there are preferred and base jobs. (c16)

**Letter 7.2 – Permanent Job Postings**

- (a) Initial vacancy will be posted plant wide.
- (b) All subsequent resulting preferred vacancies will be posted plant wide until four consecutive rounds of base operators are the successful bidders.
- (c) Resulting vacancy will be posted plant wide base operator only. At the end of this round the job posting procedure will be exhausted.

Vacancies filled by floaters or where there are no bidders in the above steps, will be filled at the Company's discretion.

(c16, c20)

## **BRAMPTON – TRANSFER AND PROMOTION**

### **Letter 7.4 - Successful Bidders Permanent Job Postings**

Successful bidders will not be eligible to bid for another opening for a period of six (6) months (with the exception of Team Leaders) unless it is a retiree posting, a new vacancy where no other job existed, or a ~~the~~ job an employee successfully bid for is eliminated, or he or she is displaced from the job or where the Union has been informed that the job has been identified for potential elimination. When an employee successfully bids to a job that is eliminated prior to the employee being moved, the employee will be allowed to retain ownership of their previous job with full bid rights (c05, c16)

### **Letter 7.5 – Temporary Preferred Postings**

Temporary vacancies may be filled by one of the following methods:

#### **1. Preferred Departments and Jobs:**

Temporary vacancies in the following preferred departments will be filled using a Supplemental list:

- Production Control – Tugger/Lift Truck
- Quality Inspection – Inspectors; Torque Auditors; Weld Auditors
- Pre-Delivery - Car Drivers; Toe-In

#### **Supplemental List**

Department Supplemental lists will be posted annually by job and open plant wide to all base production operators. Successful bidders will be eligible for job opportunities on one (1) Supplemental list for a period of one (1) year. Upon completion of the temporary assignment, the employee will return to their previous job. The Company and the Union will have meaningful discussion regarding the number of employees on each supplemental list. In addition, the Company and the Union will have meaningful

## **BRAMPTON – TRANSFER AND PROMOTION**

discussion on the potential addition or removal of supplemental lists. The Company will ensure successful bidders are trained and assigned by seniority.

Employees on the Supplemental list who successfully bid to a permanent or temporary preferred job; will be removed from the supplemental list. Should a supplemental list be exhausted, the Company may post for additions to the respective supplemental list. The additional successful applicant(s) will remain on the list for the duration of the initial posting.

Note: The supplemental list is not intended to be used to cover daily absences.

2. Team Leaders, Upgraders and Production Specialist Jobs:

Canvass Procedure

A Canvass procedure within the zone will be utilized to temporarily fill the following:

- Team Leader
- Upgrader
- Production Specialist classification vacancies (Production Specialist positions in Stamping will however, be eligible for temporary postings).

3. Preferred classifications not covered under 1) or 2) above:

Temporary Preferred Posting

A temporary vacancy for a preferred classification not covered under 1) or 2) above, will be filled subject to the conditions listed below:

- (a) A temporary posting will be open plant-wide to base production operators only.
- (b) The resultant vacancy will be posted plant wide to base production operators only.

## **BRAMPTON – TRANSFER AND PROMOTION**

- (c) The resultant vacancy created by (b) will exhaust the temporary posting procedure and the Company will fill the vacancy through selection, floaters, medical placement and/or new hire.
- (d) Successful applicants on a temporary posting will not be eligible to bid on another temporary posting and shall remain on the job for the duration of the absence or until it is determined the job opening is permanent. In the event of the latter, the permanent job posting procedure would take place. The temporary replacement would follow the procedure outlined in Step (f).
- (e) Additionally, all vacancies in 1) and 2) above, created by an election or appointment to a Union position will be posted plant wide as a temporary posting with all classifications eligible to bid. The resultant vacancy will be posted following Letter 7.2 - Permanent Job Postings.
- (f) Upon completion of the temporary assignment the employee will return to his/her former department, regardless of shift, and fill an open job. If no open job exists, the employee will displace the junior employee in the department, regardless of shift.
- (g) In the event a successful bidder is assigned to a temporary posting for less than five (5) working days, they will be returned to their previous job.
- (h) When an employee returns from a temporary absence and within five (5) working days, returns to an off roll leave, the initial successful temporary bidder will return to the job. (c05, c16, c20)

### **Letter 7.6 – Absentee Employee Bids**

When an employee is absent from work, the Unit Chairperson or designate may put in a bid within the posting period for a posted vacancy on behalf of the absentee employee.

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## **BRAMPTON – TRANSFER AND PROMOTION**

### **Letter 7.7 – Temporary Filling of Permanent Vacancies**

A permanent vacancy may be temporarily filled under the provisions of Letter 7.21, pending the filling of the vacancy through the job postings procedure. It is agreed that the posting procedure will commence within 2 working days after the decision to post is reached under Letter 7.21.

### **Letter 7.8 – Seniority/Qualifications**

In filling the above vacancies seniority shall govern provided the seniority employee has the qualifications to satisfactorily perform the work available. If for any reason the employee does not satisfactorily perform the work the employee shall return to the employee's previous Department. The Company may then fill any resulting opening by selection and/or a new hire as it desires.

### **Letter 7.9 – Replacing Disqualified Bidder**

Where an employee bids for and is accepted for a classification vacancy and is subsequently disqualified within 30 days from the time the employee assumes the job, the Company will canvass in order of seniority, the other bidders who have not successfully bid to another posting to replace the disqualified bidder. If such satisfactory candidate exists said candidate shall be selected for the vacancy. It is understood that such selection will initiate another posting. If a satisfactory candidate does not exist or 30 calendar days have elapsed then the Company will follow the established job posting procedure.

### **Letter 7.10 – Skilled Trades/Non Skilled Trades Bids**

A non-skilled trades employee is not eligible to bid for a skilled trades vacancy nor is a Skilled Trades employee eligible to bid for a non-skilled trades vacancy. This provision does not preclude the selection of an employee not eligible to bid under the selection procedure set out above.

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## **BRAMPTON – TRANSFER AND PROMOTION**

### **Letter 7.11 – Successful Selection**

Any employee, other than a new hire, selected to fill a vacancy, shall not be eligible to bid for a vacancy for 6 months (with the exception of Team Leaders). Unless the job an employee successfully bid for is eliminated or he or she is displaced from the job. Disqualification of an employee from bidding by virtue of the time elapsed from last transfer shall not disqualify that employee from being selected for a vacancy after the job posting procedure has been completed or a vacancy has occurred because a successful applicant, under job posting has failed on the classification. (c16)

### **Letter 7.12 – Movement of Successful Bidders**

With respect to the movement of successful bidders, the Company agrees that such moves should be made as soon as possible but in no event should they take longer than 30 working days from the date the posting is completed.

### **Letter 7.13 – Second or Third Shift Staffing**

When a second or third shift is established at the Brampton Plant, it is agreed that it will be staffed first from volunteers for the shift within the respective Department areas and classifications within the areas.

### **Letter 7.14 – Departmental Seniority**

Employees permanently transferred from one department to another shall take their previously acquired seniority with them effective the date of transfer.

### **Letter 7.15 – Return to Previous Department**

Should an employee fail to satisfactorily perform the work the employee shall be returned to the previous department regardless of shift and shall exercise total accumulated seniority to obtain another job.

The sequence to be followed is as follows:

- (a) Fill an open requisition after completion of the job posting procedure.

## **BRAMPTON – TRANSFER AND PROMOTION**

- (b) Displace a probationary employee.
- (c) Displace an employee with lesser seniority whose classification the employee can do, starting with the most junior employee whose classification the employee can satisfactorily perform.

### **Letter 7.17 – Changes in Shift Schedules**

The shifts shall continue as currently in effect. The Company agrees, however, that where changes in such a shift schedule are contemplated, that the Company will discuss the proposed change with the Union before introducing the revised shift schedule.

### **Letter 7.18 – Transfer of Work**

- (a) In the event that a majority of an employee's work is transferred from one department to another the employee involved shall have the option of transferring with the employee's work on a permanent basis into such department. In the event that the employee declines the option to transfer with the work, the employee will be placed in accordance with Letter 6.1(c).
- (b) Any present operation or part thereof, which may be transferred from its present Plant location to another location within the local area (50 miles radius from Toronto) shall be subject to the terms of this Agreement which are, by mutual agreement relevant to the new location.
- (c) In the event that an operation or part thereof is transferred to another plant location, under this Letter, employees affected by such transfer shall have the right to exercise seniority for employment in the new location prior to the hiring of new employees, or at their option may exercise their seniority at the location from which the operation or part thereof has been transferred. The Company and Union shall meet as early as possible to negotiate the details of such a transfer. (c05)

**Letter 7.19 – Placement – Physical Disability or Limitation**

Any employees who by reason of physical disability or limitation are unable to perform their regular classification of work shall be given the opportunity to qualify on other work which they may be physically able to perform in the following sequence.

- (a) Exercise seniority to firstly fill an open job, secondly, displace a probationary employee, and thirdly, displace an employee with lesser seniority beginning with the employee with the least seniority in the department.
- (b) Failing Letter 7.19 (a) above, exercise seniority to firstly fill an open job; secondly, displace a probationary employee; and thirdly, displace an employee with lesser seniority, beginning with the employee with the least seniority within the Plant in which the employee works.
- (c) Determination as to the suitability of the proposed work assignment shall be made by the Company's Physician after consultation, where appropriate, with the employee's personal Physician.
- (d) Should there be a disagreement as to the suitability of the work between the two Physicians, they will agree upon a third Physician who shall review the work assignment and render a decision, as to its suitability. The decision of the third Physician shall be final and binding upon the Company, the Union and the employee. The costs of the third Physician shall be shared equally by the Company and the Union.
- (e) If this procedure has been exhausted and suitable work is not available for the employee then the employee shall remain on medical leave of absence until such time as either suitable work is available or until the employee ceases to be an employee under the provisions of Letter 5.5.
- (f) The employee will be placed within 5 working days or as soon as possible.

## **BRAMPTON – TRANSFER AND PROMOTION**

- (g) Where medical restrictions are imposed by the Company's medical staff, the employee shall be given a copy of such restrictions.
- (h) Where an employee has medical restrictions imposed on an indefinite or permanent basis, and the employee is placed upon another job under this Letter 7.19, such restrictions shall remain in force for a minimum period of 3 months.  
If the restrictions have been imposed by the employee's personal physician, they can only be removed by the employee's personal physician.  
Where placement is required under this Letter, a copy of the restrictions imposed shall be provided to the Unit Chairperson.
- (i) The Union will be informed of the employees affected by this Letter.
- (j) Where an employee who has been placed in accordance with the above procedure has the medical restrictions causing such placement removed or significantly modified within one year from the date of such placement, the employee shall be removed from that job and placed in the employee's original department in accordance with the following sequence:
- (i) Fill an open requisition,
  - (ii) Displace a probationary employee,
  - (iii) Displace an employee with lesser seniority whose job the employee can do, starting with the most junior employee whose job the employee can satisfactorily perform.
- (k) If an employee is displaced due to a medical placement that employee shall have the right to return to the job (within 10 working days) if the medically placed employee leaves for any reason. The displaced employee due to a medical placement will follow Letter 6.1 - Layoff, Reductions and Recalls Other Than Model Change of the Brampton Special Provisions.
- (c20)

**Letter 7.20 – Transfer Out and Return to Bargaining Unit**

- (a) Any employee who, prior to July 1, 1968, has been transferred out of the bargaining unit, shall continue to accumulate seniority in the employee's regular department while performing such work. If said employee is transferred back to the bargaining unit the employee shall be returned to the Department from which the employee was transferred filling first an open requisition after completion of the job posting procedure, secondly displacing a probationary employee and thirdly displacing a junior employee commencing with the most junior employee, whose job the employee can do.
- (b) Any employee who is transferred out of the bargaining unit subsequently to July 1, 1968, and prior to January 1, 2003, shall retain the seniority held at the time of such transfer but not accumulate seniority during the period of such transfer. If said employee is transferred back to the bargaining unit the employee shall be returned to the department from which the employee was transferred, filling first an open requisition after completion of the job posting procedure, secondly displacing a probationary employee and thirdly displacing a junior employee commencing with the most junior employee whose job the employee can do.
- (c) An employee who is transferred out of the bargaining unit subsequent to January 1, 2003, shall retain the seniority held at the time of such transfer but not accumulate seniority during period of such transfer if the employee is transferred back within one (1) year. If the employee is transferred back to the bargaining unit after one (1) year, the employee will assume date of entry seniority.
- (d) In the above situations where the returning employee is unable to be placed in the employee's original

## **BRAMPTON – TRANSFER AND PROMOTION**

department, the same sequence for placement shall be followed in each Plant. (c02)

### **Letter 7.21 – Right To Assign To Temporary Job**

- (a) The Company shall have the right to assign employees to any work within their classifications. It shall also have the right to assign employees to other classifications on a temporary basis when necessary to maintain an efficient operation. The Company will inform the Union as soon as possible of such manpower movement.
- (b) Any employee required to perform any temporary work extending beyond 30 days shall be subject to the job posting provisions, unless the time is extended by mutual agreement.
- (c) Should there be any question as to whether or not a job vacancy is temporary, the Committeeperson, the Manager of the area concerned will meet to attempt to resolve the problem. Failing agreement as to whether or not a job vacancy was temporary the job will be posted.
- (d) Where work of a lower classification is offered an employee because of temporary lack of work in the employee's own classification the employee will be paid the top rate of such lower classification.

### **Letter 7.22 – Assignment of Work**

The parties acknowledged the competitive importance of Management having the flexibility to fully utilize the skills and experience of its employees to maintain the highest levels of product quality and the efficiency of its operations and to that end acknowledge that under normal circumstances this desired result is best achieved by qualified employees performing a regular assignment.

The Union recognizes the Company's need for and right, because of absenteeism and other production requirements, to reallocate manpower within classification to maintain desired levels of quality and operational efficiency.

## **BRAMPTON – TRANSFER AND PROMOTION**

The Company assured the Union that it does not condone nor will it permit the assignment of employees for retaliatory reasons, out of favouritism, as a punitive measure or for purpose of harassment. The Company will reaffirm its position during supervisory training sessions to be held after ratification of the Agreement.

Supervisors will be instructed that when movement from one job assignment to another is necessary, the employee will upon request, be advised of the reason for such movement.

If the Union believes an employee's assignment has been changed for punitive, retaliatory, discriminatory or harassment reasons, it may immediately take the matter up with the Area Manager of the Department. If attempts at resolution with the Area Manager are unsuccessful, the matter may be discussed with the Human Resource Manager.

(c05)

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## **BRAMPTON – WORKING HOURS**

### **Letter 7.23 EDB/Category Layoff Perm Posting**

During negotiations, the parties agreed to permanent job postings for employees on extended medical leaves (greater than one year) pursuant to Brampton Special Provisions Letter 7.2 - Permanent Job Postings.

An employee on extended medical leave returning to work but unable to perform their previously held job due to restrictions, will be medically placed pursuant to Brampton Special Provisions letter 7.19 (j).

An employee returning from extended medical leave, able to perform their previously held job, will displace the employee performing their job, seniority permitting. The displaced employee will be bumped to a new job, similar to the sequence outlined in Brampton Special Provisions Letter 6.1 (c). If the employee returning from extended medical leave cannot perform their previously held job for 10 consecutive working days, the displaced employee may return. (n20)

## **WORKING HOURS**

### **Letter 8.1 - Standard Workday and Workweek**

The standard workday shall not be more than 8 hours and the standard workweek shall not be more than 5 days, or a total of not more than 40 hours in any one week from Monday to Friday inclusive.

### **Letter 8.2 – Time and One-Half**

Employees shall be paid time and one-half for all work performed beyond 8 working hours of any one workday (excluding regular shift change or a shift change at the request of the employee). An employee's workday shall consist of 24 consecutive hours immediately following the commencement of the employee's first scheduled work shift on that calendar day. The employee shall also be paid time and one-half for all hours worked in excess of 40

## **BRAMPTON – WORKING HOURS**

hours in any regular workweek with respect to which no overtime has been paid on a daily basis.

Notwithstanding the above overtime eligibility requirements, if an employee is called in and reports for work in advance of the employee's first scheduled work shift in this workweek, the employee shall be paid at the rate of time and one-half for all continuous hours worked in excess of 8 hours.

### **Letter 8.3 – Time and One-Half Exemptions**

Time and one-half will be paid for hours worked on Saturday, except that time and one-half will not be paid for hours worked on a Saturday on any shift starting before or at midnight Friday night and ending Saturday unless the greater portion of work performed is on Saturday.

### **Letter 8.4 – Double Time**

Double time will be paid for all work performed on Sunday and the holidays enumerated under Section (12.1) of the Production and Maintenance Agreement except that double time will not be paid on a Sunday or holiday on any shift starting before or at midnight Saturday night or Sunday night or the day before a holiday, and ending on Sunday or Monday or the holiday, as the case may be, unless the greater portion of work performed is on Sunday or holiday as the case may be.

### **Letter 8.5 – Seven Day Operations**

Notwithstanding any of the provisions contained in Letters 8.3 and 8.4 above, Power House employees and other employees working on operations which are normally classified as 7 day operations will not be paid overtime for Saturday or Sunday work, when Saturday or Sunday is a working day of their scheduled week, unless such hours exceed 8 per day, or 40 hours per week, for which overtime they shall be paid at time and one-half. Such employees are to receive double time for hours worked on the 7th consecutive day of their regularly scheduled workweek.

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## **BRAMPTON – WORKING HOURS**

### **Letter 8.6 – Work Shifts Defined**

Working shifts will be defined as follows:

- (a) Any shift starting between the hours of 6:00 A.M. and 2:00 P.M. shall be designated as the first shift.
- (b) Any shift starting between the hours of 2:00 P.M. and 10:00 P.M. shall be designated as the second shift.
- (c) Any shift starting between the hours of 10:00 P.M. and 6:00 A.M. shall be designated as the third shift.

### **Letter 8.7 – Shift Premiums**

All employees working on the second shift shall be paid a shift premium of 5% per hour. All employees working on the third shift shall receive a shift premium of 10% per hour.

### **Letter 8.8 – Pyramiding Prohibited**

Night shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime under any provision of the Agreement shall not be counted more than once for the purpose of determining whether an employee is entitled to overtime under the same or any other provision of this Agreement.

### **Letter 8.9 – Lunch Period – Three 8 Hour Shifts**

Where a group or department schedule calls for three 8 hour shifts which are butted in any workday, an 18 minute lunch period shall be allowed and paid.

### **Letter 8.10 – Overtime**

- (a) It is agreed that it is the function of the Company to determine when overtime is necessary and to schedule overtime work. The Brampton Plant however agrees to meet with the Union to work out area overtime distribution procedures. The Union agrees that there will be no collective action taken with respect to refusing to work overtime, that it will not be the imposition of Union rules or penalties, or by

## **BRAMPTON – WORKING HOURS**

any other method seek to discourage or prevent employees from working overtime, if they are willing to do so. Overtime procedures will be openly displayed in the respective areas. At Brampton insofar as it is practical for Management to do so overtime will be fairly distributed among the employees who regularly perform the work. Overtime records will be openly displayed in the Department so that employees may check their standing.

- (b) Employees shall whenever possible be given at least 24 hours notice of overtime work.
- (c05)

### **Letter 8.11 – Equal Hours for each Shift**

Whenever more than one working shift is necessary the Company agrees that it will, whenever possible, schedule such shifts in order that an equal number of hours is established for each shift.

### **Letter 8.12 – Payment for Day of Injury**

- (a) An employee, injured on the job, shall be paid for the balance of the employee's shift on which the injury occurred, if as a result of such injury the employee is sent home, or to an outside hospital, by instructions of the Company Nurse. Should the claim for injury be subsequently denied and compensation not paid, the Company shall be entitled to recover any monies paid under the provisions of this Letter.
- (b) If the employee is not sent to an outside hospital on the day of the injury and subsequently the employee is so sent the injury shall be considered as having occurred on that shift for purpose only of payment under this Letter.
- (c) No employees will be refused a pass to go to the medical centre. If the medical centre gives the employee a pass to go home, such pass will be honoured.

### **Letter 8.13 – Change of Shift**

Where an employee has been on vacation or leave of absence with a predetermined date to return to work and

## **BRAMPTON – WORKING HOURS**

the employee returns to work on that date without being notified of a change of the employee's previously established work schedule, the Company will, depending upon which shift the employee should have returned to work upon, retain the employee at work for a minimum of 4 hours. It is understood that where an employee is sent home after 4 or more hours on that shift to return to work on another shift, it shall be considered as a regular shift change for pay purposes.

For all other absences, it will be the responsibility of the employee to contact the Company prior to return to work to determine whether or not a shift change has occurred and should the employee so return to work without prior contact with the Company our previous practice of sending the employee home immediately and bringing the employee in on the employee's correct shift will be continued and no payment for reporting for work allowance will be paid.

**WAGES**

**Letter 9.1 - Rates for Transferred Employees**

Where a "new hire" employee (employed after October 3, 1983), being paid under the "new hire" rate schedule, is transferred, said employee shall be paid at the same point in the rate schedule on the new job and be credited with all time worked for purposes of future rate increases.

**Letter 9.2 - Pay Shortage**

As a result of discussions during the negotiations, with respect to pay shortages, it was agreed that should a significant (more than \$20.00 in net pay) shortage occur, the employee may report such shortage to the Payroll Department and, if verified, an adjustment shall be made the same day.

**Letter 9.3 - Production Specialist**

Subsequent to 1986 negotiations, there was discussion on the appropriate rate to be paid to the Production Specialist where a higher paid classification is being serviced.

The Company agrees where this circumstance arises, to pay the Production Specialist at the higher rate.

**LEAVE OF ABSENCE**

**Letter 11.1 - Leaves of Absence**

This will confirm our discussions during negotiations with respect to granting leaves of absence for extensions of the Plant vacation period.

The Company will post the designated vacation period by March 15th and, in accordance with our past practice, we will then post the notice requesting employees to formally request any leaves of absence they may so desire during the above period.

Where these absence requests have been received, they will be reviewed by the Company with the intent of granting the maximum number of requests where reasonably practicable to do so without sacrificing departmental efficiency in the process.

The Company recognized that summer students will have to be hired and trained to guarantee a successful leave of absence program.

The Union recognizes that complete co-operation on the part of all employees during this period, up to and including waiving of certain contractual rights, e.g. seniority, is a must to guarantee a successful leave of absence program.

It is understood that the Layoff and Recall provisions of the Agreement take precedence over the above procedure unless special arrangements are reached by mutual agreement.

**VACATION and PAA**

**Letter 13.1 - Vacation Pay — Retirees**

This will confirm the understanding reached during 1993 negotiations with respect to the above subject.

For the purposes of Vacation Pay, under Section (13.3) of the Production and Maintenance Agreement, retirees under the Pension Plan, effective immediately, will be deemed to be on the roll as of the vacation pay qualifying date in the year in which they retire.

Vacation Pay will be calculated accordingly, with reference to the one thousand hours worked and the appropriate deductions where necessary.

**Letter 13.2 - Hours Worked – Vacation**

In computing the number of hours worked for the Company for the purpose of this Agreement, no deduction will be made for days absent due to sickness or injury other than covered by the WSIB Act, providing proof in writing to cover such absences which extend beyond 3 working days is furnished to the Industrial Relations Department of the Company by a qualified doctor within 10 days of the return to work of the employee concerned; nor will deductions be made for absence from work due to injuries covered by the WSIB Act.

Notwithstanding the foregoing employees will not accumulate credit for hours worked while absent unless they complete 520 hours of work in the vacation year concerned, except if the absence has been due to an injury arising out of employment at the Company for which the employee is receiving full lost time benefits under the WSIB Act in which case the employee must complete 260 hours of work in the vacation year concerned before such credit will be granted.

**SKILLED TRADES**

**Letter 14.1 - Special Provisions Pertaining to Skilled Trades Employees**

All sections of the Agreement shall apply to employees in the Skilled Trades except to the extent that if an interpretative conflict arises between the terms of this Section and the rest of the Agreement, the specific term or terms of this Section shall prevail.

**Letter 14.2 - Area Assignment/Transfer**

Assignments shall be to specific areas, e.g. Body Shop. Such assignments shall be made by Management. Seniority in the Skilled Trades Department shall be by non-interchangeable occupations or trades within a department or group of departments. Seniority lists shall be by basic trade or classification.

Assignments shall be permanent except as indicated in the Brampton Local Agreement letter pertaining to Skilled Trades Transfer opportunities.

Shift rotation shall be by assignment area only among the qualified employees in that area.

**Letter 14.3 - Supplemental Trades**

- (a) During any period when journeypersons are unavailable, it is agreed that non-journeypersons employees whose duties shall be to assist journeyperson may be hired or reclassified on a temporary basis to supplement the work force in a Skilled Trades classification, and shall be known as supplemental employees for present employees and new supplemental employees for new hires.

The opportunity to work as a Supplemental employee shall be offered (1) to any laid off Skilled Trades employee; (2) to seniority employees; (3) to any laid

## **BRAMPTON – SKILLED TRADES**

off employee with seniority who has the present ability or an adaptable skill to do the work.

If there are no laid off employees eligible, new employees may be hired on a temporary basis.

When a journeyman becomes available said employee will be considered for hire in a skilled classification to which a supplemental employee has been assigned and if hired such journeyman will replace the supplemental employee who shall then be laid off or returned to said employee's original department. A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate Plant-wide seniority and may exercise such Plant-wide seniority to return to said supplemental employee's former job, or to apply for vacancies in the Plant as provided elsewhere in the Agreement.

Supplemental employees other than journeymen shall receive 5¢ per hour below the minimum journeyman's rate of the classification or trade.

A Journeyman Skilled Trades employee who is used to supplement into another trade shall be paid on the basis of the journeyman's own rate of pay or the maximum rate of pay of the trade to which said journeyman has been assigned, whichever is the lower.

- (b) Notwithstanding Subsection (a) above, Letter 14.3(a) Skilled Trades Employees, during the model change period any employee of production or non-production possessing the qualifications as outlined in Letter 14.3(a) Skilled Trades Employees used to supplement the Skilled Trades work force shall be paid the rate of a journeyman in that trade in accordance with the Skilled Trades Provisions, starting at the minimum rate. Such employees shall not accumulate seniority within the Skilled Trades

**BRAMPTON – SKILLED TRADES**

classification but shall accumulate Plant-wide seniority in accordance with the provisions of Letter 14.3(a).

- (c) During any period, a Supplementary Employee will work for a tradesperson. This requirement applies to Tooling, Millwright and Electrical.

**Letter 14.4 - Supplemental Overtime**

Any overtime assignment scheduled to be in excess of 4 consecutive hours shall first be offered for purpose of supplementation, to Skilled Trades employees in other trades qualified to perform the work before being offered to employees outside the Skilled Trades. The provision of this paragraph shall not require that the Company call in Skilled Trades employees from other shifts or from layoff.

Notwithstanding the above provision, it is agreed should a supplemental employee be working on a job which requires overtime in excess of 4 hours in a workday the supplemental employee shall continue until the overtime on that job is completed or until such time as another Skilled Trades employee who can do the work is available. The provisions of Exhibit A and B attached hereto shall be applicable to this procedure.

**EXHIBIT "A"**

Election For Temporary Work in My Trade Under Exhibit "A"

I \_\_\_\_\_ Clock No. \_\_\_\_\_  
(name)

have been notified that I am being laid off for more than one week from my trade \_\_\_\_\_ and having had explained to me my rights for consideration for temporary work, do hereby notify the Company

(a) That I do not wish to be contacted for such temporary work.

Signed  
Date

Witness

## BRAMPTON – SKILLED TRADES

Original	Docket
1st Copy	Employee
2nd Copy	Supervisor
3rd Copy	Union

It is agreed between the parties that in the application of Skilled Trades Letter 14.3 that the following procedure shall apply:

- (a) The Requirement for contacting a laid off Skilled Tradesman/Tradeswoman shall apply where more than 4 consecutive hours of work is required into that Skilled Tradesman's/Tradeswoman's trade and the alternative would be supplementation.
- (b) At the time that the Skilled Tradesman/Tradeswoman is laid off for more than one week said employee shall be required to indicate said employee's wishes as per the attached document which will be provided to the employee by the Company at the time of layoff.
- (c) Should the laid off Skilled Tradesman/Tradeswoman indicate no desire to be contacted, there will be no requirement on the company to make such contact.
- (d) If the Laid Off Skilled Tradesman/Tradeswoman has indicated a desire to be contacted, the Supervisor concerned, together with the Committeeperson shall, when necessary attempt to contact by telephone the laid off Skilled Tradesman/Tradeswomen. The laid off Skilled Tradesman/Tradeswoman will report for the temporary work as required. In the event that the Skilled Tradesman/Tradeswoman does not so report, the election to be contacted shall be cancelled and no change in that status can be made by the laid off Skilled Tradesman/Tradeswoman for a period of 2 months from that date on which the work was offered. It is agreed, that in the event the Committeeperson and the Maintenance Manager agree that there were mitigating circumstances justifying the Tradesman's/Tradeswoman's failure to report for work, they may by mutual agreement reduce this above period.

## **BRAMPTON – SKILLED TRADES**

- (e) Subject to item (d) above the laid off Skilled Tradesman/Tradeswoman may change status by completing a new copy of the attached document but the change shall not become effective until the first of the next succeeding week following the date that the change was made.
- (f) In the event that the laid off Skilled Tradesman/Tradeswoman is working in Production this work assignment in Production shall take precedence over the above procedure.

### **EXHIBIT “B”**

It is agreed between the parties that in the application of Skilled Trades Letter 14.3, that the following procedure will apply.

- (a) The Requirement for contacting a laid off Skilled Tradesman/Tradeswoman shall apply where more than 3 consecutive days of work is required into that approved trade and the alternative would be supplementation.
- (b) At the time that the Skilled Tradesman/Tradeswoman is laid off for more than one week said Tradesman/Tradeswoman shall be required to indicate said Tradesman/Tradeswoman's wishes as per the attached document which will be provided to the Tradesman/Tradeswoman's by the Company at the time of layoff.
- (c) Should the laid off Skilled Tradesman/Tradeswoman indicate no desire to be contacted, there will be no requirement on the company to make such contact.
- (d) If the Laid Off Skilled Tradesman/Tradeswoman has indicated a desire to be contacted, the Supervisor concerned, together with the Committeeperson shall, when necessary attempt to contact by telephone the laid off Skilled Tradesman/Tradeswomen. The laid off Skilled Tradesman/Tradeswoman will report for the temporary work as required. In the event that the Skilled Tradesman/Tradeswoman does not so report, the election to be contacted shall be cancelled and no change in that status can be made by that

## BRAMPTON – SKILLED TRADES

Tradesman/Tradeswoman for a period of 2 months from that date on which the work was offered.

It is agreed, that in the event the Committeeperson and the Maintenance Manager agree that there were mitigating circumstances justifying the failure to report for work, they may by mutual agreement reduce this above period.

- (e) Subject to item (d) above the laid off Skilled Tradesman/Tradeswoman may change status by completing a new copy of the attached document but the change shall not become effective until the first of the next succeeding week following the date that the change was made.
- (f) In the event that the laid off Skilled Tradesman/Tradeswoman is working in Production the work assignment in Production shall take precedence over the above procedure.

Election For Temporary Work in A Trade Other Than My Trade Under Exhibit "B?

I \_\_\_\_\_ Clock No. \_\_\_\_\_  
(name)

have been notified that I am being laid off from my trade for more than one week on \_\_\_\_\_ (date) and having had explained to me my rights for consideration for temporary work, do hereby notify the Company

- (a) That I do not wish to be contacted for such temporary work.

Signed  
Date

Witness

- (b) That I wish to be considered for such temporary work and I understand that when contacted I must report for such work, otherwise this election shall be cancelled and my status will be as in (a) above and not subject to change for a period of 2 months from the date I was offered that work.

## BRAMPTON – SKILLED TRADES

Trades for which I wish to be considered	Qualifications Approved
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____

Signed

Witness

Date

Original

Docket

1st Copy

Employee

2nd Copy

Foreman

3rd Copy

Union

### **Letter 14.5 - Reduction In Skilled Trades Workforce**

In the event of an increase or decrease in force in any Skilled Trades classification the following procedure shall apply:

- (a) First new hire supplemental, second plant supplemental and, third probationary journeyman will be laid off from their Skilled Trades classification.
- (b) If any further employees are to be reduced from any skilled classification, such employees will be laid off or transferred in order of their seniority from such Skilled Trades classification.
- (c) Employees affected by a layoff or cut-back in manpower as per (a) or (b) above shall be offered preferential consideration for employment over new hires to fill an open requisition at the Company employment office providing they have made application for such consideration at the Employment Office.

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.6 - Classification Transfer**

Should a Skilled Trades employee possessing journeyperson's qualifications in another trade, as listed under the Skilled Trades appendices, request a transfer and be transferred from the journeyperson's present classification into another Skilled Trades classification, said journeyperson shall retain seniority in the former classification for 90 days, after which the journeyperson will forfeit seniority rights in the former Skilled Trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.

### **Letter 14.7 - Medical Placement**

Any employee who by reason of physical disability or limitation resulting from advanced age are unable to perform their regular classification of work, shall be given any available work which they may be qualified for and physically able to perform in accordance with the following procedure:

- (a) Fill an open job within the employee's own or another trade which would normally be filled by a new hire.
- (b) Failing subsection (a) above displace a probationary employee in the employee's own or another trade.
- (c) Failing subsection (b) above displace the most junior employee with less seniority in the employee's own or another trade.
- (d) In the event that the Skilled Trades employee, other than a compensation case, has failed to obtain a job under subsections (a) to (c) inclusive above, the employee shall have the option of going directly to the procedure under subsection (f) without having to follow the procedures of subsection (e). If the subsection (f) has been invoked for a period of 3 months, and the employee has still not recovered sufficiently to obtain a job under subsections (a) to (c) inclusive, the employee shall then be considered for job placement under subsection (f). It is further understood that if the employee does not displace into subsection (f) in the initial instance, the employee must remain out on a medical leave of absence until

## **BRAMPTON – SKILLED TRADES**

the employee is either sufficiently recovered to obtain a job under subsections (a) to (c) inclusive, or the 3 month period has elapsed, whichever occurs first. However, an employee will follow the procedure in subsections (a) to (f) when it is clear on medical grounds at the outset that the employee would not find successful job placement under subsections (a) to (c) only.

- (e) Failing subsection (c) the employee shall follow the same sequence of displacement in the employee's own Plant among production and nonproduction employees.
- (f) If this procedure has been exhausted and suitable work is not available for the employee then the employee shall remain on medical leave of absence until such time as suitable work is available or until the employee ceases to be an employee under provisions of Letter 5.5(i) of the Agreement. In all cases the employee will take total Plant-wide seniority into the new job.

When the employee is physically able to return to the employee's previous Skilled Trades position, the employee shall return with total accumulated seniority. It is agreed that the maximum period for which this paragraph shall apply will be one calendar year from the date of initial layoff or such other extended period as may be mutually agreed upon.

It is further agreed, Letter 14.4 notwithstanding that a production or nonproduction employee shall have the right to displace, under the provisions of Letter 16.1 a Skilled Trades employee with lesser seniority.

It is understood and agreed that the employee must have the necessary qualifications and physical ability to perform the job.

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.8 - Supervision**

The Company agrees that instructions will normally be given by the immediate Supervisor. In the absence of such supervision, it is agreed that any other Supervisor may issue instructions.

### **Letter 14.9 - Demarcation**

- (a) Work performed by the Company's Skilled Trades shall be done by employees who are covered by the classifications and rates as contained in the Skilled Trades Provisions of this Agreement. It is understood that incidental overlapping of work between the identified Skilled Trades is necessary flexibility allowed for efficient operation. Any emergency situation during production hours may be handled by any tradesperson.
- (b) The Union recognizes and agrees that the servicing of the equipment will require that the traditional assignments be broadened to accommodate for new technology and agrees that traditional overlapping of work between Trades to accommodate the servicing of equipment shall not be considered a violation of the Collective Agreement.

### **Letter 14.10 - Training**

The Company and the new Technology Committee will determine and make available the necessary training to properly service Plant equipment and facilities maintained by Skilled Trades employees. Any remuneration paid will be on a straight time basis including current COLA and will not count as hours worked under any other section of this Agreement. Payment for time spent at training where the employee would otherwise have been scheduled to work an overtime shift will be paid at the appropriate overtime premium

### **Letter 14.12 - Worked Lunch Period**

Where a Skilled Tradesperson is required to work during the employee's lunch period such time worked will be added to the hours worked on that shift.

**Letter 14.13 - Overtime During Layoff - Skilled Trades**

The Company agrees to meet, at the request of the Union, to discuss the possible recall of laid off employees where a protracted overtime schedule, Monday to Friday, is introduced for a significantly large group of a specific trade or trades.

In such discussion due consideration will be given to notice requirements under the Employment Standards Act of Ontario.

**Letter 14.14 – Medical Replacement – Temporary Restrictions**

When notified by the Company Medical Director of any temporary medical disability of up to 6 weeks duration, it is the intent of the Company to place in a responsible and cooperative manner Skilled Trades' employees who by reason of such disability are unable to perform their regular classification of work.

It is agreed by the parties that such placement will not interrupt regularly scheduled Shift Rotation and no special job will be created.

**Letter 14.15 - Placement of New Hires in Shift Rotation**

As a result of a discussion between the Company and the Union on September 22, 1986 the following procedure was agreed to with respect to the placement of New Hires and transferred employees from Production in shift rotation cycle within Skilled Trades:

"A New Hire or transferred employee from Production will be placed on the shift rotation cycle commencing the first shift change after completion of two full weeks of employment on the job following date of hire or transfer from production into Trades."

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.16 - Plant Expansion — New**

#### **Classifications**

In the event of Plant expansion requiring new Skilled Trades Classifications, the Company agrees to meet with the Skilled Trades National Representative and the Skilled Trades Committee to discuss the new classification required.

### **Letter 14.17 - Procedure for Shift Change**

All appropriate trades will be designated in the following categories:

- (1) Breakdown Crew
- (2) Preventive Maintenance
- (3) Maintenance

Journeypersons will be assigned to each of the 3 shifts as required.

The Company will schedule the midnight shift from 11:00 p.m. to 7:30 a.m. Should the production operation revert to a two shift operation, the Company agrees to the overlapping of three shifts.

### **Letter 14.18 - Assignment of Vacations - Skilled Trades**

This letter will confirm the understanding reached during current negotiations with respect to the assignment of vacations within Skilled Trades.

The Company agrees it will, on March 15th each year, request each Journeyperson in each Department Area to submit in writing the employee's desired vacation period. Employees shall by March 31st submit their request for their vacation periods. The Company will review these requests and within 2 weeks from March 31st post the approved vacation period for each employee.

Where there is conflict between two or more employees in the period requested, the conflict shall be resolved on the basis of relative seniority in the trade in which each employee is working.

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.19 - Lines of Demarcation**

This letter will confirm the understanding reached during negotiations with respect to any question involving lines of demarcation between various Skilled Trades not resolved initially between an employee's Skilled Trades Committeeperson and the employee's Supervisor.

In the event of any such dispute either Party through its authorized representatives may request a meeting and such meeting will be convened as soon as possible.

The Company will be represented by the Department Head and Maintenance Manager and the Union by the First Shift Skilled Trades Committeeperson and the Committeeperson's on Shift alternate.

In endeavouring to resolve the dispute, the Parties agree that where it is appropriate due consideration will be given to the historical aspects of work assignments in our Maintenance Department.

This in no way interferes with the rights of the Company set out in Letter 14.9, Skilled Trades.

### **Letter 14.20 - Use of Lift Trucks**

The Company agrees with the Union that the use of mobile equipment such as lift truck forms an integral part of the skills required of journeypersons skilled trades in performing their normal work.

The Company, however, reserves the right to deny this privilege to a Journeyperson where, for health or other reasons, it is determined that the continued use of such equipment by a Journeyperson poses a danger to the tradesperson or to fellow workers.

### **Letter 14.21 - Summer Students — Painting**

The Union agrees that students employed to do rough painting will continue to be paid as Paint Operators.

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.22 - Skilled Trades — Shift and Job Rotation**

Should there be an increase or decrease in shift or manpower requirements in any trade, the Company shall make and post the new shift schedule before the actual change takes place. Prior to posting of such schedule the Company shall have discussion with the Skilled Trades Committeeperson.

Each affected employee in a trade shall have equal shift and job rotation during each complete shift cycle, within their respective areas.

### **Letter 14.23 - Coveralls**

The Company will review the method of issuing of coveralls and endeavour to ensure that the distinctive coveralls will be issued to Skilled Tradespersons and that they are being properly maintained.

### **Letter 14.24 - Temporary Layoff – Skilled Trades**

When there is a temporary layoff that is a reduction in force for a definite period of time which is not a layoff for model change, employees will be laid off as follows:

- (a) Probationary employees will be laid off.
- (b) Employees with less than one year seniority within their classification will be laid off according to seniority.
- (c) Inverse Seniority
  - (1) Should the displacement from an area of any Skilled Trades employee impact the operational efficiency within any area, the Company and Union agree to resolve the issue to mutual satisfaction.
  - (2) Employees wishing to elect inverse seniority layoff in the classification will make application in writing to their union representative. They will be advised of the expected duration of the layoff and their expected return to work date. Layoff will be by inverse seniority from among those trades

## **BRAMPTON – SKILLED TRADES**

affected with the most senior tradesperson being laid off first.

- (3) In the event that a temporary layoff is extended to a later but definite return to work date, the Company will contact any employee who elected layoff and establish their desire to remain on layoff or return to work.
- (4) An employee who elects to return on the original scheduled date will displace the junior employee within their classification.
- (5) If it becomes necessary to recall employees laid off in Subsection (2) above prior to the date originally shown they will be recalled in the ascending order of their seniority within their classification with the most junior such employee being recalled first.
- (6) If, after employees are temporarily laid off under Subsection (2) above, it is determined in an area or group of areas that the temporary layoff will be extended for an indefinite period of time, the work force in the area or group of areas including those employees on temporary layoff will be adjusted within ten (10) working days.

### **Letter 14.25 - Vendor - New Equipment**

During the current negotiations both parties discussed the issue of Skilled Trades employees training with vendors, as it pertains to new equipment. Both parties agreed where it is in the best interest of both the Company and employee, the Company will endeavour, where it does not impede normal operations of the plant, to allow appropriate Skilled Trades personnel the opportunity to observe installation of the equipment for training purposes only.

## **BRAMPTON – SKILLED TRADES**

### **Letter 14.26 - Carpenter/Painter/Glazier**

#### **Classification**

The Carpenter/Painter/Glazier Classification will be added as a permanent classification at the Brampton Plant.

**HEALTH AND SAFETY**

**Letter 15.2 - Motor Mechanics — Lift Truck Repairs**

To maintain lift trucks in a safe operating condition a new system has been introduced which includes the following details:

- (a) A check-in card which includes a list of operational and safety items will be completed by the driver at the start of the shift, and turned in to the driver's Supervisor. If changes in the safety operation of the truck occur during the shift the truck will be taken to the Lift Truck Service Area and referred to the Motor Mechanic and the appropriate Supervisor with the operator providing details to them of the alleged defect.
- (b) If the check list shows unsafe conditions such as listed in (c) below, they will be noted and the Supervisor so advised. The Supervisor will have the mechanic verify the defects and tag the truck as not operational until appropriate repairs or adjustments are made. The Motor Mechanic and the Supervisor concerned will both sign the non-operational tag. Management personnel will not direct the operation of vehicles which have been tagged as not operational where a major safety defect exists.
- (c) Defects such as bad brakes, bad steering, faulty hoisting mechanism, missing or faulty pins, non-operational horns, faulty lights, etc., will be considered as reasons for tagging the truck as non-operational.
- (d) The above procedure does not substitute for the already established Preventive Maintenance Program.

**TRAINING**

**Letter 16.1 - Training Program/Procedure**

- (a) The parties recognize the importance of training to the success of the Plant and understand that there is a continuing necessity for training employees in order to improve their performance and the quality of the product.
- (b) The Company shall determine what training is required and where and by whom it shall be conducted. The Company agrees to keep the Union informed as to its training needs and plans.
- (c) The Company shall have the right to move employees for training purposes and to establish job rotation among employees for training purposes.
- (d) Where an absence for training is required, the Company at its discretion, may assign any employee (or recall or new hire) as the trainee's replacement. The Company will keep the Union informed of such assignments.
- (e) Where it is possible to conduct training programs during periods of layoff, it is agreed that employees who are recalled from layoff for training purposes will not be subject to bumping by other employees. The Union will be informed of such requirements. Employees so retained will not take over the regular duties of a laid off employee.
- (f) Where it is necessary to send seniority employees away from the Plant location for specified training, the trainee will be paid the employee's regular hourly rate plus C.O.L.A. up to a maximum of forty (40) hours per week at straight time pay. Where training is conducted on a weekend employees will be paid for such hours at their regular straight time hourly rate plus C.O.L.A. up to a maximum of eight (8) hours per day. Payment for time spent at training where the employee would otherwise have been scheduled to work an overtime shift will be paid at the appropriate overtime premium. The Company will also make

## **BRAMPTON – TRAINING**

reasonable provisions for expenses incurred in transportation, accommodation and meals.

- (g) Where training is required in order to perform assigned work, the employee selected must be willing to undergo such training and must successfully complete the required training before being assigned to do that job.

### **Letter 16.2 - Substance Abuse Counseling - Tuition Refund**

During our recent negotiations, the Union inquired about the application of the Company's Tuition Refund Program to substance abuse counseling.

This is to advise you that subject to the provisions of the Tuition Refund Program, the Company will approve for tuition refund substance abuse counseling courses that are part of their regular curriculum of an accredited educational institution designed to provide certification in such counseling.

### **Letter 16.3 - Tuition Refund Program**

During discussions for the establishment of the current Collective Agreement, it was agreed after completion of these negotiations, that representatives from the Company and the Union would research the availability of training programs which would qualify under the Company's Tuition Refund Program. Details with respect to the courses will be published for the information of the Hourly Employees and this information will be kept as current as possible.

When no suitable course is found to be available for a particular occupation, the Company and Union will discuss the practicability of setting up an in-plant program. Where such a course is established, employees who participate will do so outside of their normal working hours, without pay.

**Letter 16.4 - New Technology**

There shall be established a New Technology Committee for Production comprised of two hourly and two management representatives.

The Company shall convene monthly meetings (or at such other frequency as may be mutually agreed). The Company will ensure that the New Technology Committee be afforded maximum possible notice of new technology coming into the plant. The Company will involve the Committee at the earliest possible stage of any plant modifications or training that may have any impact on hourly employees and where it may affect the job responsibilities of bargaining unit employees.

Both parties recognize that production employees should be afforded the opportunity to receive training relative to new parts or processes being introduced to the work place.

This training will be made available through short range specialized programs deemed necessary to implement this new technology where it is agreed that such work falls within the scope of the bargaining unit.

The method of providing this training will be discussed with the Committee and due consideration will be given to seniority when selecting employees to be trained.

To this end, to ensure the training is both appropriate and timely, the Company agrees to meet and utilize the New Technology Committee. Further the committee will assist in the co-ordination, scheduling, implementation and evaluation of agreed upon training.

The parties also agree training related activities will be restricted to regular hours of work unless approved by supervision. When overtime is worked it will be in the employee's respective classification or on plant concerns relative to continuous quality improvement issues.

**GENERAL**

**Letter 18.1 - Work By Salaried Employees**

Salaried employees, Department Heads, Supervisors or their Assistants shall not perform any productive or nonproductive work. This does not prevent the necessary functions of instructions or for the purpose of studying methods and equipment.

(a) Instruction

The necessary functions of Instruction allow the Supervisor to demonstrate an operation to an employee by performing all or part of the operation while the employee observes. Definition of an employee (hourly) is one who will actually perform the job and is not being used by the Supervisor solely for the purpose of observing.

(b) Emergency

It is also understood that, although there may be occasions when Supervisors might find it necessary to take some immediate physical action in emergency situations which would cause a Plant shutdown, or to prevent injury to an individual(s) or damage to the facilities or product, they will not do so in the place of a Maintenance Skilled Trades or other hourly worker who is immediately available and otherwise capable of dealing with it.

(c) Other

Part of the responsibilities of the Supervisor is to spot check the quality of the product and the work of the employees. It is thoroughly understood that Supervisors will not, at any time, replace an hourly employee in carrying out these responsibilities.

Should there be a serious continuing problem with respect to an alleged violation of this Letter it is agreed that the Committeeperson involved may request an emergency meeting with the appropriate Senior Manager to endeavour to solve the problem before the grievance procedure is invoked.

**Letter 18.2 - Instruction By Supervisors**

Employees shall promptly execute the instruction of supervision. They shall first be responsible to their department supervision, or such other supervision that may be designated by the Company in writing from time to time for work assignments.

In any obvious emergency, instructions may be given by an employee. In matters of conduct while on the Company's premises, employees are responsible to all members of supervision or other authorized person.

**Letter 18.3 - Employee Updates**

During the 1993 negotiations the Company agreed to provide for the Union, upon request, the following information:

- return to work dates for employees on WSIB and S&A
- absences of 5 days or greater

**Letter 18.4 - Notification of Company Appeal — WSIB**

This letter will confirm the understanding reached in current negotiations with respect to Company appeals on decisions of the Worker's Safety and Insurance Board. The Company agrees that when such formal appeals are made the Union will be advised in writing of such Company action.

**Letter 18.5 - WSIB and A&S Waiver Option**

The Company agrees when notification has been received that an employee has filed a claim for WSIB benefits it will request the Supervisor-Benefits Plans to notify the employee in writing of the "waiver option" available to the employee under our Accident and Sickness Program.

**Letter 18.6 - Distribution of Non-Political Literature**

The Company will continue its practice of allowing Union distribution of non-political literature at the Main Gates and

## **BRAMPTON – GENERAL**

will allow such distribution inside the Main Plant doors during inclement weather.

### **Letter 18.7 - Quality Audits**

The Company assures the Union that quality audits performed by salaried personnel on "O.K." to ship vehicles are not intended to erode work from the bargaining unit.

### **Letter 18.8 - Winter Parkas**

The Company agreed to provide active full-time employees, who are posted to a job requiring them to work in winter or severe inclement weather, with a voucher for a Company-approved parka from Company-approved sources, not more often than once during the course of this agreement. This will include various styles, as outlined in the PPE catalogue, to suit employee needs. An employee who elects to purchase a parka in accordance with this understanding shall wear this parka while working in winter or severe inclement weather. (c16, c20)

### **Letter 18.9 - Supplemental Agreement Temporary Part-Time Employees**

The parties agree that the Company may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in its Brampton Plant.

Therefore it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work on Mondays and Fridays, in addition to premium days, subject to the following.
  - A. On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled for the department in which they are assigned.
  - B. Temporary part-time employees may be scheduled to work daily overtime and on days for which regular full-time employees receive

## **BRAMPTON – GENERAL**

- premium pay as such for time worked provided they do not displace regular full-time employees.
- C. The employment by the Company of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the current Labour Agreement provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the plant pursuant to such a reduction may request to displace a temporary part-time employee. Seniority employees who displace temporary part-time employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part-time employees.
- D. A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such layoff is hired to work as a temporary part-time employee shall be paid a rate determined in accordance with the applicable provisions of Section (9.6) of the current Production and Maintenance Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the HSMDDVH coverage, but not Supplemental Unemployment Benefits (S.U.B.), to which the employee would have been entitled if the employee had continued as a laid off seniority employee, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.
- II. Skilled Trades and Non-Skilled temporary part-time employees hired before May 19, 2008 shall be paid in accordance with the provisions outlined in Section 9.6 – Wage Progression.

Skilled Trades and Non-Skilled temporary part-time employees hired on or after May 19, 2008 shall be

## **BRAMPTON – GENERAL**

paid at a rate equal to seventy percent (70%) of the full base rate of the classification of the job to which they are assigned.

An employee hired as a Supplemental Skilled Trades employee shall be paid seventy percent (70%) of the full base rate of the classification of the job to which they are assigned.

Skilled Trades and Non-Skilled temporary part-time employees hired on or after September 24, 2012 shall be paid at a rate equal to sixty-one and a quarter percent (61.25%) of the full base rate of \$34.03.

- III. A temporary part-time employee shall not accumulate time toward the fulfillment of the probationary period set forth in the Labour Agreement while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular full-time employee the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
- IV. The Company may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, colour, national origin, age, handicap, sex or religion.
- V. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.
- VI. A temporary part-time employee shall be subject to the provisions of Sections (1.8) through (1.11) of the

## **BRAMPTON – GENERAL**

current Production and Maintenance Agreement, and Letters 5.5 and 18.2 of this Agreement and 3.1 of the B.A.P. Local Plant Memorandum of Understanding. The initiation fee and monthly dues regularly required of temporary part-time employees shall be as determined by the National Union, Unifor. Notice of the amounts of such fee and dues shall be given to the Company in writing by the National Union, Unifor.

- VII. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will the temporary part-time employee's performance be considered either in establishing a production standard or in a dispute over the production standard.
- VIII. A temporary part-time employee shall not be covered by the S.U.B. Plan (Exhibit A), Pension Agreement or the Insurance Program or any other benefit unless otherwise provided in this Supplemental Agreement. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of this Labour Agreement.

Letter 8.6	—	Working Shift Defined
Letter 8.7	—	Shift Premium
Letter 8.8	—	OvertimePyramiding Prohibited
Letter 8.12	—	Payment Day of Injury
Section (8.1)	—	Call In Pay (P&M)
Letter 11.1 (c)	—	Reporting Absence
Letter 8.5	—	Seven Day Operation

- IX. A temporary part-time employee shall be paid time and one-half for the time worked in excess of eight (8) hours in any continuous twenty-four hour period beginning with the starting time of the temporary part-time employee's shift and for time worked in excess of forty (40) hours per week. A temporary

## **BRAMPTON – GENERAL**

part-time employee shall be paid for hours worked on Saturday and Sunday in accordance with the provisions of Letters 8.5 and 8.4 of the Labour Agreement.

- X. A temporary part-time employee shall receive eight (8) hours pay at the temporary part-time employee's regular straight-time hourly rate for any of the holidays enumerated under Section (12.1) of the Production and Maintenance Agreement when such holidays occur on a regular workday of the employee's work week, provided the employee (1) actually worked at least ninety (90) days prior to such holiday, (2) worked the employee's last scheduled working day prior to and the employee's next scheduled working day after such holiday within the scheduled work week, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- XI. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Company will pay premiums for coverage for any month in which the employee receives pay from the Company for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated.

Temporary part-time employees will also be provided H-S-M-D coverage but not Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood there will be no duplication of benefits because of coverage provided under the Insurance Program. The Company will pay the monthly premium for the following month's applicable coverage for each employee while the employee is at work. An

## **BRAMPTON – GENERAL**

employee is considered “at work” in any month if the employee receives pay for any time during such month. Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment is terminated.

- XII. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Labour Agreement.

Unifor  
(c05, c08, c12)

### **Letter 18.10 - Temporary Part-Time Employee**

The Union expressed its concern that when the Company implements a T.P.T. program at its Brampton plant, such employees will be utilized consistent with the purpose and intent of the program.

The Company assures the Union that its use of T.P.T.'s will be in accordance with the provisions contained in the Supplemental Agreement Temporary Part-Time Employees.

The Company agreed that T.P.T. logs would be made available to the appropriate committee person on Thursday for weekend scheduling (Friday, Saturday and Monday). The log will contain the names of employees granted a T.P.T., the name of the T.P.T. working, and the T.P.T.'s designated for training. Should any adjustments be made after the log is finalized, the committee person will be notified.

T.P.T. employees will not displace a regular employee who is the normal performer of the operations, without the consent of the regular full-time employee. Likewise, T.P.T. employees will not displace full-time employees during overtime or premium time periods.

## **BRAMPTON – GENERAL**

T.P.T. employees will not be used to replace regular employees who have been disciplined and are serving such penalty.

The training of part-time employees to perform a variety of jobs is essential to maximizing their utilization. The Company is obligated to train employees on different operations. (Semi-skilled operations have been excluded due to the lengthy training required.)

Plant Management will endeavour to evenly distribute available hours to plant temporary part-time employees, provided they have been trained and are able to satisfactorily perform the work. The Plant Chairperson may review records with respect to the distribution of hours with the Human Resources Manager.

The Company and the Union will mutually agree thirty (30) days prior to implementing a T.P.T. program at the Brampton plant. Implementation of the T.P.T. program will not require ratification. Additionally, the National Union may cancel a T.P.T. Agreement, because of proven abuses, by giving the Company thirty (30) days advance notice.

### **Letter 18.11 - Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S.**

Whereas the parties have had ongoing discussions regarding the method and amount of relief and the terms of an Alternative Working Schedule Agreement and whereas both parties recognize and support the critical need for mutual co-operation to promote operational efficiency for increased production and favourable positioning of the Brampton Assembly Plant for consideration for future product sourcing, now therefore, the parties hereby agree as follows:

(a) Relief Provision

(1) Method

The method for providing relief is at the discretion of FCA Canada Inc. (the Company).

(2) Amount

- (i) With the implementation of Tag Relief on July 29/96 employees who work on moving assembly lines will have relief periods not exceeding in the aggregate fifty (50) minutes. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift.
- (ii) Employees not covered in (2)(i) above will have relief periods not exceeding in the aggregate 36 minutes. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift.
- (iii) The parties agree all relief practices not addressed in items (i) and (ii) are permanently discontinued. This provision does not apply to emergency relief situations.
- (iv) Should the Company, at its discretion, return to a system of mass relief from a tag relief system, the amounts of relief as outlined in (i) and (ii) above shall be maintained.

(3) Tag Relief Operators

The parties agree tag relief will be provided by employees classified as 2436 Relief and Miscellaneous - Conveyor Line Operations as outlined in the attached Hourly Job Description, at a base rate of \$0.10 over the highest class relieved, excluding classification 0345 -

## **BRAMPTON – GENERAL**

Production Specialist with the exception of the Stamping Operation.

### **(4) Skilled Trades**

In recognition of production considerations associated with an Alternative Work Schedule, Brampton Special Provisions Letter 14.17 Procedure for Shift Change is deleted. The parties agree to discuss operational concerns with reference to this letter prior to implementation of Tag relief.

### **(5) Production Lunch**

The tag relief, lunch period for production employees will be scheduled after four (4) hours based on the operating requirements of a tag relief system. If the Company returns to a mass relief system plant management agrees to discuss and review the concerns of the Union over the scheduling of lunch.

### **(b) Alternative Work Schedule**

During discussions leading to a tag relief agreement, the parties reviewed the Alternative Work Schedule concept as it applies to the Brampton Assembly Plant.

The parties agree the Company may implement an AWS at its discretion without loss of volume. Said implementation will be governed by the provisions outlined below:

- (1) Implementation –** The Alternative Work Schedule would enable the Company to implement a three crew, three shift operating pattern with the option to schedule Saturday production for one or more of the three shifts as required consistent with its right to schedule up to eight hours per day and forty-eight hours per week. Student hires and/or

## **BRAMPTON – GENERAL**

Temporary Part Time employees will not be covered by this Agreement.

- (2) Covered Operations – The Company and the Union agreed that with the exception of skilled trades and, due to operational requirements, certain other hourly employees not directly assigned to assembly operations, it is expected that all hourly employees will be included in the Alternative Work Schedule.
- (3) Pay Provisions
  - i) Regular Workdays
    - a) Employees Assigned to an Alternative Work Schedule - Employees assigned to an Alternative Work Schedule of 7.5 hours on a regular workday and who work 7.5 hours will be paid their straight-time rate of 7.5 hours worked plus an additional one-half hour at their straight-time rate.
    - b) Employees Covered by this Agreement not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule and who work 8 hours on a regular working day will be paid eight (8) hours pay at their straight-time rate plus an additional one-half hour at time and one-half unless otherwise covered under special scheduling provisions for skilled trades.
  - ii) Overtime on Regular Workdays
    - a) Employees assigned to an Alternative Work Schedule - The Company reserves the right to schedule employees for an additional thirty (30)

## **BRAMPTON – GENERAL**

minutes each day - up to eight (8.0) hours. Employees so assigned will be paid at time and one-half for time worked in excess of 7.5 hours.

In addition employees who receive 42 minutes of relief will receive an additional 3 minutes relief at the end of the regularly scheduled 7 1/2 hour shift.

- (b) Employees not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule will be paid for hours worked in excess of eight (8) according to the terms of the National P&M Agreement.
- iii) Premium Workdays (Saturday, Sundays and Holidays)
- a) Employees Assigned to an Alternative Work Schedule - The Company reserves the right to schedule employees up to eight hours on Saturday. Employees assigned to an Alternative Work Schedule will be paid the appropriate premium (time and one half or double time, as applicable) for 7.5 hours worked according to the terms of the Agreement plus an additional one-half hour of pay calculated at the appropriate premium (time and one half or double time). Any time worked in excess of 7.5 hours will be paid at the appropriate premium.
  - b) Employees not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule who work 8 hours on a

## **BRAMPTON – GENERAL**

premium workday will be paid for 8 hours according to the terms of the Agreement plus an additional one-half hour of pay calculated at the appropriate premium (time and one half or double time).

### iv) Relief

Notwithstanding the terms of the Agreement, employees who, at the time AWS is implemented, receive forty-two (42) minutes or more of relief will receive forty-two (42) minutes of relief which includes an appropriate lunch period.

Employees who currently receive less than forty-two (42) minutes of relief, at the time AWS is implemented, will receive thirty (30) minutes of relief which includes an appropriate lunch period.

The Union acknowledges the Company's right to schedule mass or tag relief as it deems appropriate.

### v) Employees assigned to the day and afternoon shifts will continue to rotate. There will not be any shift rotation for employees assigned to the third shift.

### vi) Benefits

a) Benefits Payments to Employees - Payments for time not worked (e.g., holiday, vacation, PAA, bereavement and jury duty) and benefits (e.g., Pension, SUB, S&A and Life Insurance) will be paid with the understanding that employees covered by this memorandum would neither be advantaged nor disadvantaged.

## **BRAMPTON – GENERAL**

- b) Corporation Benefit Funding Requirements - Corporation funding requirements for certain benefit plans (eg., Pension, SUB (except SCF), Child Care, PEL, Social Justice) on behalf of employees covered by this memorandum will be addressed on the basis that the Company and beneficiaries of the Funds will be neither advantaged nor disadvantaged.
- (4) In staffing the third shift, the parties will determine mutually acceptable provisions that will allow employees the opportunity to work on the shift of their choice, seniority permitting, while still maintaining operational efficiency and critical skills. The parties will arrive at a method of limiting the number of workforce moves consistent with maintaining the quality of the product and operational efficiency.
- (5) In recognition of the need to maintain production volume to ensure maintaining market share, the Union recognizes the need to produce additional units to minimize the impact of transition to an Alternative Work Schedule. Accordingly the Union agrees to encourage the employees to work 9 hour shifts, Sundays and holidays as required until the implementation of AWS.
- (6) During the course of these discussions the Company raised the concern that when the plant implements the Alternative Work Schedule, the weekend maintenance work, especially Sunday work, becomes critical to the continuing success of the operation. The parties agree to the principle of scheduled crews of skilled trades employees to perform maintenance work on Sundays.

During negotiations the parties agreed to explore various skilled trades work schedules with a view

## **BRAMPTON – GENERAL**

of arriving at an agreement ideally suited to the Brampton Assembly Plant and consistent with cost effective business practices at other FCA Canada Plants.

The Union and Management agree should these efforts fail to resolve an alternative arrangement that is mutually satisfactory, the skilled trades work schedule in force at the Windsor Assembly Plant will be implemented at Brampton Assembly.

The Company committed to establishing the trades work schedule no later than 6 months prior to the commencement of AWS.

- (7) Termination - if, following implementation of the Alternative Work Schedule at the Brampton Assembly Plant, the Corporation intends to return to standard operations, it will provide to the Union advance written notice of at least sixty (60) days.
- (8) Return to Standard Operations - During such periods an Alternative Work Schedule is not in effect at the Brampton Assembly Plant the provisions of Section II - Alternative Work Schedule of this memorandum shall not apply and all pay-related matters will be governed by the provisions of the basic P&M Agreement.
- (9) The Company and Union agree that a return to standard operations would not be designated as an event which would occasion permanent job loss arising from restructuring or productivity-related actions under the Job and income Security Provisions of the Production and Maintenance Agreement.

The parties recognize that all of the issues, changes and/or modifications attendant to the implementation of this unique operating pattern may not have been anticipated. The parties agreed that discussions will be held, as

## **BRAMPTON – GENERAL**

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appropriate, to address and resolve additional matters of joint concern relative to the Alternative Work Schedule as they develop.

(c) Government Approvals

The parties agree to work jointly and cooperatively with respect to obtaining any governmental approvals required to facilitate the effective implementation of the intent and provisions of Sections (a) and (b) of this Memorandum of Understanding as well as jointly seek available governmental funding.

(d) It is recognized that P&M Section 18.8, Alternate Work Schedule, supersedes this agreement.

# WINDSOR SPECIAL PROVISIONS

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**RECOGNITION**

**Letter 1.1 - Union Access to Plants**

During negotiations the parties discussed the question of access to the plants by the respective Plant Chairperson and the full-time Officers of the Local Union. This will confirm our intention to continue our practice of Local Officers contacting a member of the Labour Relations Department who will respond within a reasonable amount of time. If a full-time Officer of the Local Union or a respective Plant Chairperson wishes to enter a plant during an off-shift said Officer or Chairperson will contact the most senior manufacturing person at work and the request will be granted appropriate clearances.

# WINDSOR – REPRESENTATION

## REPRESENTATION

### Letter 2.1 - Number and Function

- (a) Notwithstanding the provisions of the current P&M Agreement, Special Provisions Pertaining to Windsor Area Plants and Windsor Memoranda of Understanding, the Representatives designated in pages 3 and 4 of this Agreement will be recognized and responsible for all activity concerning Representation at the Windsor Assembly Plant.
- (b) Overtime will track the relevant sections and letters as outlined in the noted Agreements, and this understanding shall remain in effect for the lifetime of the contract unless a reduction or addition in shifts occurs at which time the parties recognize the representation scale as stated.

### Windsor Assembly Plant Representation

REPRESENTATIVE	NUMBER OF REPRESENTATIVES							
	1993 AGMT.		POST AWS		AWS			
	2 SHIFT		2 SHIFT		3 SHIFT		1 SHIFT	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
Chair & Committeepersons	6		6		6		6	
Stewards	23		21		33		11	
Afternoon Shift Co-ordinator	1		1		1		-	
3rd Shift Co-ordinator	-		-		1		-	
Skilled Trades Chairperson	1		1		1		1	
Benefits	2		1		1		1	
Health & Safety	1		2		3		1	
Health & Safety (TTF)	1		1		1		1	
Grievance Co-ordinator	1		1		1		1	
TimeStudy	1		1		1		1	
Placement	1		1		1		1	
Substance Abuse	1		1		1		1	
WSIB	1		1		1		1	
Employment Equity	1		1		1		1	
Special Skilled Trades		1 A/R		1 A/R				2 A/R
<b>TOTAL</b>	<b>41</b>	<b>1 A/R</b>	<b>39</b>	<b>1 A/R</b>	<b>53</b>	<b>0</b>	<b>27</b>	<b>2 A/R</b>

## **WINDSOR – REPRESENTATION**

### **Letter 2.2 - Skilled Trades Chairperson Windsor Area Plants**

For the plants covered by this addition to P&M Section (2.1) the Union may appoint and the Company shall recognize a Skilled Trades Chairperson who shall be an employee in a skilled trades classification. The Skilled Trades Chairperson shall be assigned to the first shift and subject to the provisions of P&M Subsections (2.2) (a) (2) and (2.2) (a) (3) shall be permitted during working hours without loss of time or pay, to leave regular duties for a reasonable length of time up to a maximum of eight (8) hours per working day to carry out necessary and proper functions in all Windsor Area Plants as the Skilled Trades Chairperson relating to problems of skilled trades employees including attending 2nd step and 3rd step meetings on grievances involving skilled trades matters.

During overtime periods or weekend work, the Skilled Trades Chairperson shall be scheduled to work as long as the Plant Shop Committeeperson who represents the skilled trades employees in the Skilled Trades Chairperson's plant is entitled to be at work pursuant to P&M Section (2.3) (f) and there is work scheduled the Chairperson can do.

The Skilled Trades Chairperson shall remain at work during a layoff period as long as any skilled trades constituents are working in any of the Windsor Area Plants.

### **Letter 2.3 - Executive Board Members - Assigned to First Shift**

Up to twelve Executive Board Members of the Local Union presently working in the plant shall be assigned to the first shift.

### **Letter 2.4 - Determination of Employee's Representative**

(a) In determining an employee's Union representative under P&M Sections (2.2) (a) (3) and (2.3) (f), an

## **WINDSOR – REPRESENTATION**

employee when performing work in an employee's own department, which is normally performed therein, shall be represented by the Plant Shop Committeeperson and Steward assigned to the employee's department under Appendix No. 1, and the employee when performing work in another department, normally performed therein, shall be represented by the Plant Shop Committeeperson and Steward assigned to that department in Appendix No. 1.

(b) Plant Shop Committeepersons for each district shall be a regular employee having seniority and working in the district. (c20)

### **Letter 2.5 - Placement Representative - Windsor Area Plants**

During negotiations numerous discussions were held pertaining to the costs of employees off work on disability.

The Company and Union discussed specifically the need for a more well-defined job description for the existing Windsor Area Placement Representative. This Representative will assist the Management Special Placement Coordinator in placing disabled employees on suitable work taking into consideration seniority, medical restrictions and the availability of such suitable work.

In addition the Representative will be responsible for assisting in the coordination of placing disabled employees on departmental postings, as well as providing advice and guidance to employees concerning Workers' Compensation, Disability Benefits and Employment matters. Part of this assistance may require a review of plant operations with the WSIB case workers and Management staff as well as attending meetings with the case worker to represent the employee.

The discussions also dealt with the rehabilitative aspect of disabilities and as such the Representative would participate in early intervention meetings with the employee, the Worker's Safety Insurance Board and FCA Medical representatives to recommend the appropriate long term rehabilitation measures.

## **WINDSOR – REPRESENTATION**

Computer tracking and minor administrative duties may be required to maintain current data on disabled employees.

The Representative will be based in Windsor Assembly Plant.

Any concerns which may arise pertaining to this program will be raised with the Senior Manager, Human Resources and the Local Union President. (c99) (c08)

### **Letter 2.6 - Unifor Safety Representation for Windsor Area Transportation and Technical Facilities**

Major facility changes at the Windsor Assembly Plant have led to discussions between FCA Canada Inc. and the Unifor concerning the jurisdiction for the plant's Joint Health and Safety Committee as authorized in the P&M Agreement.

This committee will be separate and distinct from the JHSC of the Windsor Assembly Plant and will service employees represented by Unifor Local 444 located at the following facilities:

1. The Automotive Research and Development Centre (ARDC) located on Rhodes Drive;
2. The Vehicle Completion Centre (VCC) located on Walker Road;
3. The Fiat Chrysler Automobiles Transport LLC Windsor Terminal located on Walker Road;

For the purposes of this agreement, the facilities referred to herein will be collectively referred to as the Transportation and Technical Facilities (TTF); the Committee will be referred to as the JHSC – TTF.

The parties recognize the subject facilities are not organizationally tied to the Windsor Assembly Plant. Consequently, the management organization of the Windsor Assembly Plant carries no responsibility under the Occupational Health and Safety Act or the P&M Agreement for issues arising at these facilities. Rather,

## **WINDSOR – REPRESENTATION**

safety issues arising at these locations will be the responsibility of the management employees within each respective organization.

The parties also recognize that employees at these facilities are members of the Windsor Assembly Plant seniority group. This letter agreement in no way alters the rights and privileges conferred by the P&M Agreement. This agreement singularly authorizes the establishment of a Local Joint Health and Safety Committee to service the TTF. This change is deemed to be in the best interests of all concerned.

The Committee will consist of two (2) certified representatives appointed by management and two (2) certified representatives appointed by the President of Unifor Local 444. The Committee's structure is outlined below:

### Management Representatives      Union Representatives

(1) Co-Chair	(1) Co-Chair (full-time)
(1) Second Member	(1) Second Member

The full-time Union Safety Representative will function subject to the responsibilities described hereafter and the second member of the committee will be the alternate Health and Safety Representative.

The duties and responsibilities of the union Full-time Health & Safety Representative will include but are not limited to the following:

- Co-chair of the TTF Joint Health & Safety Committee
- Record and issue JHSC meeting minutes
- Conduct systematic weekly safety inspections at each facility
- Issue inspection reports, status and follow-up reports
- Co-ordinate MSDS (Hazardous Communication Sheet) acquisition and distribution

## **WINDSOR – REPRESENTATION**

- Co-ordinate implementation of all FCA Canada Inc. Health and Safety Programs and Procedures
- Co-ordinate Industrial Hygiene and Ergonomic activities
- Supplement the TTF Trainer and training activities

It is understood that the provisions of Letter (15.1) Memorandum of Understanding Health and Safety of the P&M Agreement will apply to this Committee.

## WINDSOR – GRIEVANCE PROCEDURE

### GRIEVANCE PROCEDURE

#### **Letter 3.1 - Use of Rule 9 - Employee Handbook**

Rule 9 will not be used to circumvent the provisions of P&M Letter (4.2), in connection with employee assignments at the Company's Windsor Assembly Plant.

**WORK STANDARDS**

**Letter 4.1 - Implementation of 10-Minute Rest Period**

Effective with the 1994 model and successive models during the term of this Agreement, the 10-minute rest period before and after lunch will be put into effect the beginning of the 15th work day after the day in which job No. 1 comes off the end of the chassis line. In the event the targeted line speed is not obtained by the 15th work day because of material shortages, engineering problems, and mechanical breakdowns, or any other unforeseen circumstances, the Company and Union will meet to decide when the 10-minute rest period will start.

Employees who work on moving assembly lines and on other operations that are directly related to and controlled by such assembly lines and other employees for whom the Company provides relief operators shall receive one 10-minute rest period before lunch and another 10-minute rest period after lunch. The rest period before lunch shall be after the first two hours of the shift and the rest period after lunch shall be after the first two hours following the lunch period.

Employees shall adhere strictly to said time limits. Continuation of said rest periods shall be conditional on strict adherence to said limits and to all other terms of this letter-agreement.

Employees shall produce as much with the above-mentioned rest periods as they would without the rest periods and in establishing work standards pursuant to P&M Section (4.1) (Work Standards) of the Agreement between the parties hereto or in determining the fairness of said standards, the parties and the Special Arbitrator shall treat such rest periods as time worked (i.e. the Company may require employees to work at 104.16 per cent of standard before and after such rest periods and increase the line speeds accordingly).

## WINDSOR – WORK STANDARDS

Thus it is agreed that the production lost by reason of the rest periods shall be made up.

This letter-agreement shall run concurrently with the Agreement between the parties.

### **Letter 4.2 - Period When 10-Minute Rest Period Not Provided**

Notwithstanding the provisions of Section (4.1) of the Production and Maintenance Agreement, between the parties hereto regarding the two hours during the shift that relief is not provided, it is understood and agreed that when the Company provides two 10-minute rest periods the two hours referred to in P&M Section (4.1) will be reduced to one hour and forty minutes.

### **Letter 4.3 - Relief Time - Vehicle & Engine Assembly Line Ops.**

Notwithstanding the provisions of P&M Section (4.1) (b) (1) and Letters 4.1 and 4.2 appended to the Special Provisions Pertaining to Windsor Area Plants, which specify the amount of and the period during which relief time will be made available, with respect to each employee assigned to vehicle and engine assembly line operations, but excluding employees on operations that are directly related to and controlled by said lines, whose total relief allowance is now less than thirty-six (36) minutes per eight (8) hour shift, the amount of relief time shall be increased to the extent necessary to bring the total amount of relief per eight (8) hour shift for such employees to thirty-six (36) minutes. Such relief time, except in emergencies, shall not be provided during the first thirty (30) minutes of the shift or the first thirty (30) minutes after the lunch period.

The amount of such relief time shall be modified accordingly for a shift other than a regular eight (8) hour shift.

## **WINDSOR – WORK STANDARDS**

The foregoing shall not be deemed to affect the amount or times of nor the means of obtaining the rest periods provided in Letters 4.1 and 4.2 between the Company and the Union.

### **Letter 4.4 - Relief Time - Robogate Toy Tab Op.**

In the course of reaching an understanding regarding relief time on the Robogate Toy Tab Operations, the following agreement has been reached.

- (a) Each employee will be granted an additional ten (10) minute relief period each one-half shift at times to be designated on each shift by management. Such relief is to be provided at the same time as balance of plant per Letter 4.3 of Windsor Area Special Provisions.
- (b) Manpower adjustments will be made by management on such operations as deemed appropriate.
- (c) In consideration of this understanding and agreement, the Union agrees not to seek

### **Letter 4.5 - Environmental Relief and Wash-Up Allowances**

This will confirm our assurance to you that the environmental relief and wash-up allowances now in effect on certain jobs will continue unless and until the nature of the jobs change to the extent that such allowances are no longer necessary, in which case the Union will be informed.

Wash-up time will be eliminated in the Body-in-White department effective with the date of the 2008 P&M Agreement. (c08)

## **SENIORITY**

### **Letter 5.1 - Seniority Defined**

Seniority is by group, classification, department, plant and bargaining unit wide as far as accumulation of seniority is concerned prior to the date of this Agreement, seniority shall be as presently recorded by the Company. Any reference to group in this paragraph shall refer to groups as designated on the seniority list.

### **Letter 5.2 - Seniority Lists**

Windsor area seniority lists shall be compiled each six (6) months and shall be supplied to the Local Union and Chairperson of the Plant Shop Committees.

### **Letter 5.3 - Job Protection - Employees Absent from the Active Roll Because of Illness**

An employee who is removed from the active roll because of illness supported by satisfactory medical evidence will be eligible to return to said employee's own job within a classification, if the job continues to exist and be readily identifiable, provided the employee returns within the model year. Pending such an employee's return (while medical evidence supports the likelihood that the employee will be able to return within the model year) the job left open by such employee's absence may be filled on a temporary basis for the period involved, until the employee returns or medical evidence confirms that the employee will be unable to return, in which case the job shall be considered a permanent opening subject to posting requirements.

### **Letter 5.4 - Seniority of Union Representatives**

Notwithstanding their seniority status:

- (a) Plant Shop Committeepersons and Stewards shall, in the event of a layoff, be retained or returned to work when work is available in their jurisdiction in the plant in which they are employed, provided they are able and willing to do the work being done at the time, and

## **WINDSOR – SENIORITY**

- (b) The President, Vice-Presidents, Financial Secretary-Treasurer, Health and Safety Representatives, Benefit Plans Representatives and Chairpersons of the Plant Shop Committees shall, in the event of a layoff, be retained or returned to work when work is available in the plant in which they are respectively employed, provided they are able and willing to do the work being done at the time.
- (c) Three (3) Trustees, a Guide, a Sergeant-at-Arms, (three (3) members at large) and a Recording Secretary, shall, in the event of an indefinite layoff, be retained or returned to work when work is available in the plant in which they are respectively employed, provided they are able and willing to do the work being done at the time. (c99)

### **Letter 5.5 - Seniority of Employees Promoted to Salary**

- (a) An employee who transferred out of the bargaining unit or from a position subsequently included in the bargaining unit at any time prior to March 7, 1965 (March 12, 1966, for the Windsor Spring Plant, and July 7, 1975, for the Pillette Road Truck Assembly Plant) and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated as of March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant).  
An employee transferred out of the bargaining unit after March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant) and prior to January 1, 2003 and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit.  
An employee who is transferred out of the bargaining unit subsequent to January 1, 2003, shall retain the

## **WINDSOR – SENIORITY**

seniority held at the time of such transfer but not accumulate seniority held at the time of such transfer but not accumulate seniority during period of such transfer if the employee is transferred back within one (1) year. If the employee is transferred back to the bargaining unit after one (1) year, the employee will assume date of entry seniority.

An employee transferred to a position included in the bargaining unit as provided above shall be transferred to the department in which the employee worked immediately prior to transfer from the unit and shall displace the junior employee in that department. If that department no longer exists or if the employee's seniority does not entitle the employee to displace the junior employee in the department the employee shall, seniority permitting, displace the junior employee in the plant and shall enjoy seniority rights in all respects according to the provisions of this Agreement.

- (b) This paragraph shall not apply
- (i) until the plant is converted to plant-wide layoff following a temporary or model change layoff;
  - (ii) to employees who after their transfer from the bargaining unit worked or hereafter work in an excluded classification which is subject to the provisions of any other collective bargaining agreement;
  - (iii) to employees who, while working in an excluded classification, left the employ of the Company at any time prior to March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant) or who thereafter leave the employ of the Company and are subsequently rehired. (c02)

## **WINDSOR – SENIORITY**

### **Letter 5.6 - Seniority Adjustments**

Effective with the signing of the 1993 Collective Agreement, any seniority adjustment request other than those referred to the normal grievance procedure will be discussed, upon receipt, in writing, from the President of Local 444.

Under no circumstances will the Company accept any adjustment without this procedure being adhered to.

**LAYOFF AND RECALL**

**Letter 6.1 - Procedure - Other Than Skilled Trades**

Where there is a decrease or an increase in force the applicable procedure set out below shall be followed:

**(a) Seasonal Layoff and Recall for Model Change**

Employees in each department shall be laid off as their jobs are progressively affected. If additional production or other work is required in a department after the completion of a model (but not pertaining to a new model or the annual inventory) then those employees having the most seniority in that department or group shall be retained provided they are willing and have the present ability to do the work required of them. An employee so laid off shall be recalled to work by seniority within the employee's department or group provided the employee has the ability to satisfactorily perform the available work to be done in order to facilitate the resumption of normal production. At any time within twenty-one (21) calendar days after seventy-five per cent (75%) of the anticipated daily rate of production (cumulative from the first unit produced and not to exceed 200 units) has been produced off the final assembly line, the Company shall convert the recall from a departmental basis to a plant-wide seniority basis so that employees are thereafter, subject to Letter 6.2 retained in or recalled to the plant in accordance with their seniority within the plant, provided, however, they are able to satisfactorily perform the work to be done. It is understood that during the model change build up, employees with medical restrictions may be recalled to any department in which there is suitable work. Employees thus recalled may not bid off the job to which they are assigned nor may they be displaced by other employees in implementing Letters 6.1.

In administering the model change layoff provisions, the Company agrees to advise the Union, prior to the start of the layoff, of the Company's program for

## WINDSOR – LAYOFF AND RECALL

implementing the layoff. If the Union anticipates any unusual problems in respect to the continuance of any operations after the last unit has passed the final assembly line, the Union may acquaint the Company with the Union's viewpoint on the manner in which such situations should be handled and the Company on will give effect to such views to the extent considered warranted.

- (i) Notwithstanding the provisions of this Letter 6.1(a) if additional production or other work is required in a department after the completion of a model (but not pertaining to a new model or the annual inventory), the required work force will be obtained in accordance with the inverse seniority provisions outlined in Letter 6.1(c)(i), (ii) and (iii). The agreement referred to above must result in maintaining an experienced, qualified work force capable of assuring the uninterrupted and efficient operation of the plant.

If the Local Union believes the agreements set forth above are being unfairly applied they may take up any such requests which they believe meritorious with FCA Canada Labour Relations Staff.

### **(b) Temporary Adjustment**

In the case of temporary adjustments due to material shortages, machinery breakdowns, power failure, fire, flood or similar causes, or due to temporary reduction of production in some departments only, layoffs shall take place as follows: for the first two days including the day of the layoff; the Company may reduce the shift within the department according to the seniority of the employees on that shift, provided the employees to be retained are able to satisfactorily perform the work to be done, or if the Company so elects, for the balance of the shift and one day the Company may retain the employees on the shift who normally perform the work to be done (the senior employee being given preference in cases where more than one normal operator performs the work). Thereafter the reduction in the working force for each

## **WINDSOR – LAYOFF AND RECALL**

department or group so affected shall be adjusted and proceed according to the relative seniority of the employees in the department or group, provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. Recall to work following such a layoff shall be by department and group seniority provided the employee is able to satisfactorily perform the work to be done. The Company shall convert such layoff and recall from a departmental basis to a plant-wide seniority basis within fourteen (14) calendar days (unless otherwise mutually agreed) so that employees are thereafter, retained in or recalled to the plant in accordance with their seniority within the plant, provided however, they are able to satisfactorily perform the work to be done.

### **(c) Temporary Layoffs**

When there is a temporary layoff that is a reduction in force for a definite period of time which is not a temporary adjustment or seasonal layoff for model change, employees in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

- (i) Probationary employees will be laid off.
- (ii) Employees with less than one year of seniority will be laid off according to seniority.
- (iii) Employees with one year or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required. The arrangement described above must result in maintaining an experienced, qualified work force capable of assuring the uninterrupted and efficient operation of the plant.

## **WINDSOR – LAYOFF AND RECALL**

- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subparagraph (iii) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who elects to return on the original scheduled date will displace the junior employee in the department.
  - (v) (a) If it becomes necessary to recall employees laid off under Subparagraph (iii) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee in each department or group of departments being recalled first.  
(b) If, after employees are temporarily laid off under Subparagraph (iii), it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the work force in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with (d) below.
  - (vi) If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. In a temporary layoff of such expected duration, the Local Union may request the Management to waive the Temporary Layoff provisions set forth in this Letter (c) and Management will reduce the working force according to the layoff provisions as set forth in Letter (d) below. Such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.
- (d) Plant Layoff or Departmental Reduction due to Permanent Discontinuance of Operations, etc. and Recall**

In the case of a layoff or a departmental reduction due to the permanent discontinuance of a specific

## **WINDSOR – LAYOFF AND RECALL**

operation or department, or due to an indefinite reduction in production or work to be performed, the junior employees in classifications affected, provided they are able and willing to do the different types of work required of them, shall replace a like number of employees having the least seniority in that department, and the employees so displaced shall replace a like number of employees having the least seniority in the plant provided they are able and willing to do the different type of work required of them. In the event there are not sufficient employees with less seniority in a department to keep all those employees with seniority in that department then the balance of those affected shall displace a like number with the least seniority in the plant. In administering the above, exceptions may be made in proper cases by mutual agreement. Recall to work following such a layoff shall be on a plant-wide seniority basis so that employees are thereafter, retained in or recalled to the plant in accordance with their seniority within the plant provided, however, they are able to satisfactorily perform the work to be done. This Subparagraph shall not apply if the permanent discontinuance of a specific operation or department or the indefinite reduction in production or work to be performed occurs during a model changeover, a temporary adjustment, or a temporary layoff, in which event the provisions of (a), (b) or (c) of this Letter shall apply as the case may be. For the purposes of this Subparagraph, Union representatives referred to in Letter 5.2 are to be considered senior employees in any department or plant.

**TRANSFER AND PROMOTION**

**Letter 7.1 - Transfer of Employees within the Plant**

- (a) Employees who are reclassified or are transferred to another department in the plant, shall carry to their new classifications or departments their respective accumulated seniority and shall enjoy seniority rights accordingly, and they shall have no claim in their respective former classifications or departments. This Letter shall not apply to employees who are reclassified or transferred to or from classifications listed in the P&M Supplemental Agreement Skilled Trades.
- (b) An employee transferred to another department in the plant as a result of the layoff and recall provisions of this Agreement shall be permitted to apply in writing, within ten (10) working days of such transfer, at the Hourly Employment Department, to be returned to the employee's former department if a permanent vacancy, other than an attritional opening, occurs in that department within thirty (30) days from the date of transfer. Any permanent vacancy created by the return to the employee's department of origin will be subject to the job opportunity provisions of Letter 7.5 (b) and (c).

**Letter 7.2 - Transfer - Windsor Area Plants**

In addition to P&M Section (7.2) the following shall apply: When operations being performed by employees covered by this Agreement are transferred from one department to another within a plant senior employees on the operations so transferred may elect to be transferred to the receiving department seniority prevailing, and irrespective of the number of employees in the receiving department.

**Letter 7.3 - Definition of Permanent Vacancy**

Supervisors, in filling permanent vacancies within the department, will give preference to employees with the greatest seniority who are able to satisfactorily perform the work to be done. A permanent job is one which

- (a) is expected to last more than thirty (30) days unless extended by mutual agreement, or
- (b) is not covered under Letter 7.5 (n).

At the point that by the operation of this Letter or Letter 7.5 (n) a job becomes permanent, it shall be subject to the job opportunity claims outlined in Letter 7.5 to the extent provided for in that Letter.

**Letter 7.4 - Exception to Definition of Permanent Vacancy**

The Company, in unusual circumstances, may reallocate employees within a classification within a department for operational purposes only, without declaring the jobs vacant provided that such reallocation will not be used to defeat the purpose of filling vacancies within a Department or classification.

**Letter 7.5 - Posting Procedure**

Whenever a permanent vacancy occurs within a department, the vacancy shall be posted and filled in the following manner:

- (a) Departmental postings shall be for twenty-four (24) hours (one (1) regular working day) and an applicant must be able and willing to satisfactorily perform the work to be done, in order to qualify.  
All references to working day shall be limited to Monday through Friday and shall not include designated holidays under Section (12.1) of the P&M Agreement.
- (b) Notice of the vacancy shall be posted within the department and the qualified applicant with the

## **WINDSOR – TRANSFER AND PROMOTION**

- greatest seniority, who applies for the job in writing, shall be given the job.
- (c) The job left vacant by the successful applicant for the departmental posting in (b) above shall be filled in accordance with the principle of Letter 7.3 with no more than two (2) moves being required.
  - (d) The resultant job left vacant by the successful claimant for the vacancy described in (c) above shall be filled by the qualified employee in the plant with the greatest seniority who has on file a written application for inter-departmental transfer (Form 807) to the department.
  - (e) The job left vacant by the successful applicant for the 807 posting in (d) above shall be filled in accordance with the principle of Letter 7.3 with no more than (2) moves being required.
  - (f) It is understood that the Company may fill from within the department the vacancy described in (d). In exercising its election to do so, the Company shall follow the principle of Letter 7.3 in filling such vacancy.
  - (g) During the time that any vacancy is being filled in accordance with the job opportunity provisions, the Company may fill the job temporarily.
  - (h) Except as hereinafter provided the job opportunity provisions shall not apply to vacancies caused by loaning of employees, variations in the numbers of the types of models being built or any other temporary condition created by illness, injury, absenteeism, or temporary leave of absence authorized by the Company until the Company is satisfied that such employee will not return to the job or the temporary condition has become permanent.
  - (i) Vacancies caused by increases in the rate of production over that in effect at the time of the required increase shall be subject to job opportunity claim only to the extent outlined in (b), (c) and (k) above. Vacancies occurring after the new rate of production has been reached will be subject to all of the job opportunity claims.

## **WINDSOR – TRANSFER AND PROMOTION**

- (j) In a decrease in force, employees affected who are displacing the junior employees in the department or plant will, so far as reasonably practicable, be given a preference according to seniority and ability of the jobs held by those employees whom they are displacing.
- (k) At the request of the relevant Steward, the Supervisor shall discuss the filling of any vacancy posted under these Letters.
- (l) Probationary employees shall not be eligible to exercise any job opportunity rights.
- (m) Employees working in a department on a temporary basis shall be ineligible to exercise any job opportunity claim within the department, but shall be eligible for inter-departmental transfer (Form 807).
- (n) Employees working in a department on a permanent basis shall be ineligible for inter-department transfer (Form 807) within that department.
- (o) Notwithstanding any of the above, job openings and job assignments at model change time will be handled as in the past except as specifically modified in Letter 7.10, rather than by the terms of this Letter.

### **Letter 7.6 - Jobs Held Out-Of-Line of Seniority**

- (a) On the written request of the Union, not more often than three (3) times in a model year unless by mutual agreement, the Company will General assembly plant post jobs held by employees working out-of-line of seniority with the understanding that the Company may implement such undertaking in a gradual manner, if necessary, to avoid any disruption of plant efficiency.
- (b) In order to qualify for such posted jobs, an applicant must have the ability to satisfactorily perform the work to be done. Employees performing semi-skilled work will not be eligible to bid for such jobs. The qualified applicant with the greatest seniority, who applies for the job in writing, shall be given the job.
- (c) The vacancy created by the successful applicant shall be posted within the department and filled by the employee with the greatest seniority who is able to

## **WINDSOR – TRANSFER AND PROMOTION**

satisfactorily perform the work to be done and who applies for the job in writing. The job left by the successful applicant (any number of succeeding vacancies that the Company may elect) may be filled within the department in accordance with the principle of Letter 7.3 or by appropriate recall from layoff.

### **Letter 7.7 - Application for Transfer to Another Department**

- (a) An employee may apply in writing to be transferred to another department in the plant and, in the circumstances outlined in Letter 7.5 (d), the application of the employee with the greatest seniority will be accepted, provided said employee is able to satisfactorily perform the work to be done.
- (b) The Company may elect to consider such applications, when reasonably practicable, in the filling of vacancies not otherwise subject to any job opportunity provision.
- (c) An employee shall be entitled to be considered as a successful applicant for a maximum of two (2) inter-departmental transfers (Form 807) in any twelve month period, unless the employee is transferred out of a department through the application of plant-wide seniority.
- (d) It is agreed that the Company will give to the employee and the Chairperson of the Plant Shop Committee a copy of the request filed by the employee for transfer to another department in the plant.
- (e)
  - (i) An employee upon being transferred to another plant will have all existing applications for transfer under this Letter cancelled.
  - (ii) All applications for transfer under this Letter will be cancelled when an employee is indefinitely laid off. In addition, applications for transfer will be cancelled thirty (30) days after the employee's plant has been converted to a plant-wide basis following model change recall.
  - (iii) A successful applicant on a 807 will have all applications for transfer cancelled. It is

## **WINDSOR – TRANSFER AND PROMOTION**

understood that the onus is on the successful applicant of a 807 to file new applications under this Letter if the successful applicant so desires.

- (iv) If an application is not cancelled prior to being honoured by the Company the employee must accept such transfer. (c02)

### **Letter 7.8 - Loaning of Employees**

- (a) The Company agrees that at all times when employees are to be loaned the Company will endeavour to use the junior employee who is able and willing to satisfactorily perform the work to be done. This Subparagraph (a) applies only to employees with more than two (2) years' seniority.
- (b) With respect to employees with two (2) years or less seniority, the Company agrees that at all times when such employees are to be loaned the Company will endeavour to use the junior available employee who is able to satisfactorily perform the work required to be done.
- (c) Subparagraph (a) above shall not apply, within the division, to those employees working on such designated operations described in Section (4.1) (c) 2 of the Production and Maintenance Agreement. Exceptions may be made where mutually agreed between the Company and the Union.

### **Letter 7.10 - Firming Up Senior Employees**

In the course of current negotiations, the Company and Union had lengthy discussions concerning senior employees who are transferred to temporary jobs in a department and who, as a consequence are unable to firm up in that or any department. The parties agreed that it is undesirable for senior employees to be deprived for an unreasonable period of time of the opportunity of firming up in a department.

Company spokespersons expressed the view that it was not possible to develop in these negotiations a definitive procedure for dealing with this problem which would be workable in all situations. The Company acknowledged,

## **WINDSOR – TRANSFER AND PROMOTION**

however, that much can be done on a current basis to deal with the problem. The Union was informed that Management is committed to firm up senior employees who are unable for an unreasonable period of time to firm up in the plant. Management's ability to deal effectively with this problem would be enhanced if the Union advises the Manager of Human Resources the existence of such cases. The parties acknowledged that utilization of one or more of the following approaches would accomplish the objectives sought by the parties in this letter-agreement.

- (a) A senior employee desirous of firming up should make written application for inter-department transfer (Form 807).
- (b) Employment Department will look for the opportunity to place employees on permanent job vacancies.
- (c) Special consideration will be given to firm up senior employees during mass layoff situations.
- (d) Employment Department will use its best efforts in placing employees so as to minimize or resolve the problem referred to herein.
- (e) In unusual cases, it may be necessary for the parties to agree to by-pass the posting procedure in a specific case.
- (f) Employment Department should be alerted to the potential of this kind of problem when senior employees are laid off from the Pre-Delivery department.

It would be the intention of plant management to make every reasonable effort to firm up such employees within three (3) weeks after being identified by the Union consistent with the maintenance of efficient plant operations. In the course of these discussions, the Union acknowledged that mutual agreement of the parties would frequently be necessary to accomplish the foregoing objectives to which Management is firmly committed.

### **Letter 7.12 - Special Placement**

During negotiations of the Collective Bargaining Agreement dated today, the parties discussed, at length, the Company's practices with respect to Special

## **WINDSOR – TRANSFER AND PROMOTION**

Placement employees covered under Section (5.4) of the Production and Maintenance Agreement — Exceptions to Seniority and Job Opportunity Provisions — Disabled Employees.

This letter is intended to clarify the understandings, agreed to during the course of negotiations, pertaining to such employees.

- (a) Upon the request of the Union the Company shall provide a list of Special Placement employees who are placed under the Special Placement Program after the effective date of the Collective Agreement.
- (b) It is the intention of the Company to notify the Union of Special Placement employees who have their category removed.
- (c) The Union, on an individual basis, may request the medical re-evaluation of a Special Placement employee's category where such restrictions may no longer be necessary. The Special Placement Officer or Medical Director will determine the need for such re-evaluation.
- (d) In the event a Special Placement employee is reclassified physically qualified to perform any operation, said employee shall return to the department from which the employee was laid off and where the employee originally established a category and shall displace the junior employee in the former department if seniority prevails.
- (e) Special Placement employees shall be offered overtime work whenever their particular operations are scheduled provided they are entitled to work under the provisions of the Memorandum of Understanding Distribution and Recording of Overtime.

Notwithstanding the foregoing, Special Placement employees whose regular assignment is driving production vehicles in Department 9390 or driving jitneys in Department 9040, shall share in overtime with other employees in their respective department who also normally perform such work.

## **WINDSOR – TRANSFER AND PROMOTION**

- (f) In discussions during the current negotiations the Company and the Union gave recognition to the desirability of mutual effort to advise Special Placement employees of their terms of placement through the Special Placement Program.

**WORKING HOURS**

**Letter 8.1 - Overtime - Other Than Skilled Trades**

Overtime other than in the skilled trades will be evenly distributed when reasonably possible among those employees in the same department or group and on the same shift, provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned.

**LEAVE OF ABSENCE**

**Letter 11.1 - TPT Utilization**

TPT employees can be utilized to replace employees requesting Vacation Leaves of Absence at the Windsor Assembly Plant provided such utilization does not have an adverse impact on operational efficiency.

**Letter 11.2 - Vacation L.O.A.**

During the current negotiations, the parties agreed that the present practice for granting Vacation Leaves of Absence will be continued.

**VACATION / PAA**

**Letter 13.1 - Vacation Encouragement**

Employees wishing to work during the vacation shutdown period, who have not yet schedule two weeks of vacation, must schedule two weeks at the time they are signing up for work.

**SKILLED TRADES**

**Letter 14-1 - Skilled Trades - Shift Changes - Skilled Trades Employees**

The Company agrees that where reasonably possible tentative shift changes for Skilled Trades employees will be continuously projected for three (3) month periods.

**Letter 14-2 - Skilled Trades - Seniority Lists**

On the request of the Union the Company will provide, for reference purposes only, and upon request, a copy of the skilled trades seniority lists which reflect the seniority of Skilled Trades employees by classification. (c99)

**Letter 14-5 - Transfer of Employees from Class 5719 to Class 5759**

Employees who have transferred or may transfer from Class 5719 Mechanic — Gas and Electric Jitney to Class 5759 Mechanic — Truck & Tractor, as provided by Letter 14.9 will attain Journeyman's status in Class 5759 under the provisions of Letter 14.8.

**Letter 14-6 - Trade Groups**

Any reference to trade groups in this Agreement shall consist of the following:

Group 1

6270 — Welder — Tool & Die  
6242 — Welder — High Pressure

Group 2

5365 — Layout — Metal and Wood

5350 — Inspector — Layout & Sample Check  
6165 — Toolmaker

**Letter 14-8 - Service Garage - Seniority Re:  
Classification No.'s 5719, Mechanic - Gas & Electric  
Jitney and 5759, Mechanic - Truck & Tractor - FCA  
Canada Service Garage**

This has reference to our recent discussions concerning questions raised by Local Union No. 444 as to the manner in which seniority is acquired and exercised by employees in the above referenced apprenticeable skilled trades classifications.

As you will recall, certain employees performing truck and tractor repair, including diesel, were recently properly reclassified from Classification No. 5719 to Classification No. 5759 as a matter of implementing the Memorandum of Understanding, Special Wage Adjustments Skilled Trades Employees dated November 22, 1976. Other employees whose work involves only the repair of gas and electric jitneys continue to be properly classified No. 5719, Mechanic Gas & Electric Jitney.

However, since two (2) apprenticeable skilled trades classifications (5719 and 5759) are now being utilized to properly classify work formerly classified on a single classification (5719), the manner in which seniority is acquired and exercised between employees in the two (2) apprenticeable skilled trades classifications emerged as a matter of serious concern to both parties.

Therefore, after thorough discussion of the matter and a meeting between the parties we are in agreement that with respect to employees of the FCA Canada Service Garage on the two (2) subject apprenticeable skilled trades classifications only, seniority shall be acquired and exercised in accordance with applicable provisions of the Supplemental Agreement Special Provisions Pertaining to Skilled Trades Employees, (hereinafter referred to as the "Agreement") with the following exceptions:

- (a) An employee hired or transferred to work in Classification No. 5719, Mechanic-Gas & Electric

## **WINDSOR – SKILLED TRADES**

Jitney who holds a valid Class "A" License in Automotive Mechanics issued by the Ontario Ministry of Labour, shall, upon completion of the probationary period, be entered on the seniority list as a Journeyperson.

- (b) A Journeyperson who has acquired the right to exercise seniority in Classification No. 5719, Mechanic-Gas & Electric Jitney, may also acquire the right to exercise a single seniority date in Classification No. 5759, Mechanic-Truck & Tractor, by accumulating two (2) years experience in the work of that Classification.

It is also agreed that employees who had previously acquired the right to exercise their seniority in Classification No. 5719, Mechanic-Gas & Electric Jitney, and who were granted "Contractual" Journeyperson status in Classification No. 5759, Mechanic-Truck & Tractor, pursuant to the Letter Agreement dated January 28, 1977, shall, at the time of a reduction in the work force, have the right to exercise their single seniority date in both apprenticeable skilled trades classifications.

### **Letter 14-9 - Service Garage - Work Opportunity in Classification No. 5759**

During the negotiations leading to the agreement signed today, the Union requested that when hiring to fill attritional openings in Classification No. 5759, Mechanic-Truck & Tractor at the FCA Canada Service Garage, consideration be given to employees who are fully qualified Journeyperson in Classification No. 5719, Mechanic-Gas & Electric Jitney. The Corporation is willing to consider such an employee provided the employee has satisfactorily completed or is willing to complete the related training portion of the Schedule of Work Processes for that classification. An employee who has not satisfactorily completed the required related training must do so as a condition of remaining in that classification.

Pursuant to the Letter Agreement dated July 12, 1977, a Journeyperson Jitney Repairperson, Classification No.

## **WINDSOR – SKILLED TRADES**

5719, may also acquire the right to exercise a single seniority date in Classification No. 5759, Mechanic-Truck & Tractor at the FCA Canada Service Garage by accumulating two (2) years experience in the work of that classification.

### **Letter 14-10 - Automated Equipment Systems**

During the negotiations leading to an agreement the parties discussed the introduction of new automated equipment systems at the Windsor Assembly Plant. The Union was advised as to the large investments necessary to enable the Company to meet its future needs in a highly competitive industry. As well, the servicing and repair of this equipment and system was discussed, and the following understandings were reached:

- (a) Class. 5629 Electrician will primarily maintain automated systems, from the work to the shut-off or disconnect, and make necessary checks and adjustments to the system to maintain optimal quality levels.
- (b) Preventive maintenance inspections and repairs will be performed by these electricians.
- (c) Satellite maintenance areas will be established throughout the plant and will be populated by required base trades.
- (d) Base trades will provide support in the satellite areas in the form of component rebuilding and major equipment overhaul.
- (e) In situations requiring assistance from satellite area employees, such employees will be utilized to work together with the designated base trade employees referred to in 1. and 2. above to minimize downtime situations.
- (f) Class. 5629 Electrician, Class. 5680 Pipefitter and Class. 5641 Industrial Mechanic will be familiarized with the operation and maintenance of automatic systems.
- (g) It is agreed by the parties that one of the key factors in the efficient utilization of automated equipment systems is the ability to make efficient and timely repair of the equipment to avoid unwarranted

## **WINDSOR – SKILLED TRADES**

downtime. In recognition of this, in-plant meetings will be scheduled to discuss specific work assignments in those areas identified as utilizing automated equipment systems. In-plant skilled trades Union representatives, along with the Chairperson of the Skilled Trades and Chairperson of the Plant Shop Committee, and in-plant Maintenance personnel and other plant management personnel as required will participate in these meetings. As well, representatives of the Local Union and the National Union, along with representatives of Staff Labour Relations and other appropriate areas, may lend their assistance to the discussions.

### **Letter 14.12 – Procedural Guidelines – Filling Skilled Trades Vacancies**

As a result of discussions the parties agree skilled trades vacancies in the Windsor Area will be filled in accordance with the following procedure:

#### **a) Permanent Vacancy**

1. In plant transfer from one Skilled Trades Department / Centre to another Skilled Trades Department / Centre.
2. Recall from layoff, including employee with prior but less than 90 days trade seniority, working in production.
3. Select from transfer applicants on file currently on layoff at other plants.
4. Select from applications on file of journeyman working in production.
5. Select from transfer applicants on file currently working at other plants.
6. New Hire.

#### **b) Temporary Vacancy**

1. Recall from layoff, including employee with prior but less than 90 days trade seniority, working in production.
2. Select from applications on file of journeyman working production. Note: In the event that the

## **WINDSOR – SKILLED TRADES**

temporary opening is to last one week or longer, the highest seniority production employee will be called for temporary assignment.

### 3. New hire.

An employee with an application on file may decline to accept an opening, however, the employee's application will be cancelled if the employee so declines. An employee may file a single application, and no further consideration will be given to such employee who declines to accept an opening.

An employee with seniority (less or more than 90 days) who does not honour recall opportunity loses trades seniority and right to refile.

An employee who wins a posting shall have date of entry seniority as of the date of the posting. (c99, c05)

### **Letter 14.14 - Wage Rates - Temporary Skilled Trades Employees**

In the event an employee (other than skilled trades) is assigned to a skilled trades classification as a temporary employee, as provided in Section (14.9) - Skilled Trades, the employee shall receive a rate of twenty cents (20¢) per hour below the maximum rate of the classification to which the employee is assigned.

### **Letter 14-15 - Filling Openings in Waste Treatment Plant**

This Letter will confirm the Company's plan to fill openings in the Waste Treatment Plant with individuals who have journeyman status in the appropriate trade (i.e. pipefitter, millwright, or electrician) and who have or are able to acquire Ministry of Environment Certification as required for Waste Treatment operations. The Company intends to continue its current practice of replacing employees consistent with trade requirements at the time of opening. The company reserves the right to fill

## **WINDSOR – SKILLED TRADES**

vacancies based upon job expertise, skills and qualifications. (c02)

### **Letter 14.16 - Pre-Bid Meetings**

In keeping with the spirit of expanding our cooperative efforts to provide for improved communications between the Union and the Company regarding future decisions on potential contracts being considered for bid, the Skilled Trades Chairperson, or designate, will be invited to attend Pre-Bid Meetings, in the Windsor Area, to meet and review.

**TRAINING**

**Letter 16-1 - Training Courses**

Consistent with the intent expressed by FCA Canada Inc. and Unifor in the In-Plant Training and Training Committee letters contained in the Production and Maintenance Agreement, programs will periodically be offered by the Company to upgrade the knowledge and skills of employees in our plants.

Prior to commencing training courses the Company will discuss with the Union the nature of the program, the trade(s) and the employees who will participate in the classes

**Letter 16.2 - Trainer - Transportation and Technical Facilities (TTF)**

During negotiations the parties discussed in detail FCA/Unifor training programs, their merit and effectiveness in terms of educating the workforce. Part of the discussion centered around qualified trainers and their responsibilities.

Given the need to utilize resources in the most efficient manner, the Company agrees to provide one (1) trainer to service all of the following locations:

The Automotive Research and Development Center (ARDC) located on Rhodes Drive;

The Vehicle Completion Center (VCC) located on Walker Road; The Fiat Chrysler Automobiles Transport LLC Windsor Terminal located on Walker Road;

For the purposes of this agreement, the facilities referred to herein will be collectively referred to as the Transportation and Technical Facilities (TTF).

## **WINDSOR – TRAINING**

The TTF Trainer's responsibilities will include, but are not limited to the following activities:

- Co-ordinate and deliver all health and safety related training;
- Co-ordinate and deliver all training specific to Fiat Chrysler Automobiles Transport LLC;
- Assist in the development of training programs and materials;
- Co-ordinate the Driver Drug Testing Program;
- Track all training on the TEDS system;
- Co-ordinate and deliver all other training programs as agreed to by the Company and Unifor.

The parties agree that all other terms and conditions as stated in "Letter (16.4) Trainers" in the P&M Agreement apply to this appointment. (n99)

**GENERAL**

**Letter 18.1 - Employee Referral Applications**

During the course of negotiations the parties discussed the matter of employee referral applications. The parties agreed to meet within ninety (90) days of ratification to address the problems associated with this issue and develop means to provide for the availability of employee referral applications during periods in which the Company is hiring new employees.

**Letter 18-4 - Fiat Chrysler Automobiles Transport LLC Transportation Testing**

The parties agree employees who hold a commercial vehicle drivers license (AZ) issued by the Ontario Ministry of Transportation will be eligible to be tested for driving opportunities for Fiat Chrysler Automobiles Transport LLC Transport and not be required to submit proof of past driving experience.

**Letter 18-5 - Statement of Policy No. 1 Annual Inventory**

The time available to conduct the annual inventory and scheduling of the annual inventory period in relation to the phase-out of the model render it inadvisable to handle the inventory in the same way on all occasions. At times, inventory may be conducted on a progressive basis and, at other times, simultaneously in all areas in a particular plant.

The Company will inform the Plant Chairperson of the annual inventory dates, the manner in which the inventory is to be taken and the employees scheduled to work on inventory as key personnel. In the selection of key personnel the Company is not bound by seniority.

The employees required to supplement this key staff will be selected from applications on file in accordance with plant seniority and qualifications to perform the work to be

## **WINDSOR – GENERAL**

done. If by this means an adequate inventory force is not obtained, the Company will select additional qualified employees from the least senior employees on model change layoff.

The Union may appoint, for the sole purpose of representing employees working on the annual inventory two representatives of the Windsor Assembly Plant who, upon request of their supervisor, will be excused from their regular duties for the purpose of discussing and processing any grievances that may originate during the inventory period. Such grievances will be placed directly with the Labour Relations Department for disposition.

All employees may be laid off as their inventory work assignments are completed, with the exception of the appointed Union Representatives referred to above who will be retained in the plant until such time as the taking of the inventory is completed in that plant.

### **Letter 18-6 - Statement of Policy No. 2 Rotation of Shifts - Non-Skilled Trades**

The policy with respect to rotation in a department where work is performed on more than one shift is as follows:

- (a) Where operations are performed on more than one shift those employees assigned to those operations will take their turn on such shifts without regard to seniority.
- (b) Where operations are performed only on one shift the employees assigned to those operations will not be subject to swinging. The Company and the Union may agree on exceptions.
- (c) In administering the provisions of paragraph (a), employees whenever reasonably practicable will not be required to work more than two consecutive weeks on the second or third shift except on three shift operations.
- (d) This policy statement shall not interfere with any mutually acceptable arrangement between employees to exchange shifts where such arrangement is approved by the supervisors involved.

**Letter 18-7 - Statement of Policy No. 3 Rotation of Shifts- Skilled Trades**

- (a) The policy with respect to the rotation of shifts in skilled trades is predicated on the fact that it is to the mutual advantage of both the Company and tradespersons to have an equitable program with respect to the rotation of shifts and for tradespersons to be reasonably versatile in handling all types of work assignments in their classification.
- (b) Tradespersons shall take their turn on the different shifts and on the work to which they are assigned within their classification and department allowing for the following exceptions:
  - 1. Where employees have bona fide categories established by the Company's Medical Department which would prevent them from working on certain shifts.
  - 2. Where certain specialized operations are performed only on one shift. Efforts will be made to have at least two operators familiar with the requirements of such operations so that each will take turn on the different shifts.
  - 3. Where mutually acceptable arrangements have been made between employees to exchange shifts and where such arrangements have been approved by the supervision involved.
- (c) In administering these provisions, employees, when reasonably practicable, will not be required to work more than two consecutive weeks on a second or third shift, except on three shift operations.

**Letter 18.8 - Memorandum of Understanding No. 4 - Alternative Work Schedule**

During discussions held between the Company and the Union concerning the benefits that would result from the implementation of non-traditional operating patterns, the parties agreed today, subject to the Union's ratification procedure, to the following provisions which would enable

## **WINDSOR – GENERAL**

the Company to implement a three crew-three shift Alternative Work Schedule without loss of volume.

- (a) Implementation — The parties have agreed that the Corporation, at its discretion, may implement an Alternative Work Schedule at the Windsor Assembly Plant. Windsor Assembly Plant-based DCSI/DCTI, Student Hires and/or Temporary Part Time employees will not be covered by this Agreement. The Alternative Work Schedule would enable the Company to implement a three crew, three shift operating pattern with the option to schedule Saturday production for one or more of the three shifts as required consistent with its right to schedule up to eight hours per day and forty-eight hours per week.
- (b) Covered Operations — The Corporation and the Union agreed that with the exception of skilled trades and certain other mutually agreed to hourly employees not directly assigned to assembly operations, it is expected that all hourly employees will be included in the Alternative Work Schedule.
- (c) Pay Provisions
  - 1) Regular Workdays
    - (i) Employees Assigned to Alternative Work Schedule — Employees assigned to an Alternative Work Schedule of 7.5 hours on a regular workday will be paid their straight-time rate of 7.5 hours worked plus an additional one-half hour at their straight-time rate.
    - (ii) Employees Covered by this Agreement not Assigned to Alternative Work Schedule — Employees not assigned to an Alternative Work Schedule will be paid eight (8) hours pay at their straight-time rate plus one-half additional hour at time and one-half unless otherwise covered under special scheduling provisions for skilled trades.
  - 2) Overtime on Regular Workdays
    - (i) Employees Assigned to Alternative Work Schedule — The Company reserves the

## **WINDSOR – GENERAL**

- right to schedule employees for the last thirty (30) minutes up to eight (8.0) hours. Employees assigned to an Alternative Work Schedule who are required to work for more than 7.5 hours on a regular workday will be paid at time and one-half.
- (ii) Employees not Assigned to Alternative Work Schedule — Employees not assigned to an Alternative Work Schedule will be paid for hours worked in excess of eight (8) according to the terms of the National P&M Agreement.
- 3) Premium Workdays (Saturdays, Sundays and Holidays)
- (i) Employees Assigned to Alternative Work Schedule — The Company reserves the right to schedule employees up to eight hours on Saturday. Employees assigned to an Alternative Work Schedule will be paid the appropriate premium (time and one half or double time, as applicable) for 7.5 hours worked according to the terms of the Agreement plus one half additional hour of pay calculated at the appropriate premium (time and one half or double time).
  - (ii) Employees not Assigned to Alternative Work Schedule — Employees not assigned to an Alternative Work Schedule who work on a premium workday will be paid for eight (8) hours worked according to the terms of the Agreement plus one-half additional hour of pay calculated at the appropriate premium (time and one half or double time).
- 4) Relief
- Notwithstanding the terms of the Agreement, employees who currently receive 45 minutes or more of relief (regular, earned or wash-up) will receive forty-five minutes of relief which includes an appropriate lunch period.
- Employees who currently receive less than forty-five minutes of relief (regular, earned or wash-up)

## **WINDSOR – GENERAL**

will maintain their current relief (except wash-up) which includes an appropriate lunch period.

The Union acknowledges the Company's right to schedule mass or tag relief as required.

- 5) Employees assigned to the first and second shift will continue to rotate. There will not be any shift rotation for employees assigned to the third shift (Sunday night start).
- 6) Benefits
  - (i) Benefit Payments to Employees — Payments for time not worked (e.g., holiday, vacation, PAA, bereavement and jury duty) and benefits (e.g., Pension, SUB, S&A and Life Insurance) will be paid with the understanding that employees covered by this Memorandum would neither be advantaged nor disadvantaged.
  - (ii) Corporation Benefit Funding Requirements — Corporation funding requirements for certain benefit plans (e.g., Pension, SUB (except SCF), Child Care, PEL, Social Justice) on behalf of employees covered by this Memorandum will be addressed on the basis that the Company and beneficiaries of the Funds will be neither advantaged nor disadvantaged.
- (d) During the course of these discussions the Company raised the concern that when the plant implements the Alternative Work Schedule, the weekend maintenance work, especially Sunday work, becomes critical to the continuing success of the operation. In order to address that concern the parties have agreed to the following skilled trades schedule.

There will be five crews. Crews A, B, and C will regularly work eight hours per day Monday — Friday and be paid as outlined above for employees not assigned to an Alternative Work Schedule. Crew D will regularly work 8 hours on Monday, Tuesday, Wednesday, and 12 hours on Sunday. Crew E will regularly work 8 hours on Thursday, Friday, Saturday, and 12 hours on Sunday. Employees on

## **WINDSOR – GENERAL**

- Crew D and E will receive straight time for hours worked on Friday/Monday respectively unless otherwise payable as a holiday and time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday.
- (e) Governmental Approvals — The parties agree to work jointly and cooperatively with respect to obtaining any governmental approvals required to facilitate the effective implementation of the intent and provisions of this Letter of Understanding as well as jointly seek available governmental funding.
  - (f) Termination — If, following implementation of the Alternative Work Schedule at the Windsor Assembly Plant, the Corporation intends to return to standard operations, it will provide to the Union advance written notice of at least sixty (60) days.
  - (g) Return to Standard Operations — During such periods an Alternative Work Schedule is not in effect at the Windsor Assembly Plant the provisions of this Memorandum shall not apply and all pay-related matters will be governed by the provisions of the basic P&M Agreement. Operational changes that have been identified as essential for implementation and incorporated in this Agreement as Attachment A will remain in effect.
  - (h) The Company and Union agree that a return to standard operations would not be designated as an event which would occasion permanent job losses arising from restructuring or productivity-related actions under the Job and Income Security Provisions of the Production and Maintenance Agreement. The parties recognize that all of the issues, changes and/or modifications attendant to the implementation of this unique operating pattern may not have been anticipated. The parties agreed that discussions will be held, as appropriate, to address and resolve additional matters of joint concern relative to the Alternative Work Schedule as they develop.
  - (i) It is recognized that P&M Section 18.8, Alternate Work Schedule supersedes this letter.

**ATTACHMENT A**

- (a) Combine classification 6250 Maintenance Welder and Classification 6270 Welder — Tool and Die.
- (b) Re-classify employees in classifications 5380 Tool Maker -Tool & Gauge Inspection and 6175 Tool Maker - Jig & Fixture Builder to classification 6165 Tool Maker.
- (c) BIW sub-assembly employees will work to machine capacity, not to line pull.
- (d) The parties will expedite the implementation of the Production Coordinator position as soon as possible consistent with discussions held between the parties.  
(c99)

**Letter 18.9 - AWS Scheduling Beyond 7.5 Hours**

During the current negotiations a lengthy discussion ensued on the Company's right to schedule the 30 minute period following the regularly scheduled 7.5 hour shift. The Company advised the Union the ability to schedule the additional 30 minute period is critical to the on-going success and viability of the AWS arrangement. When scheduled, employees currently receiving forty-five (45) minutes relief will receive an additional four (4) minutes relief at the end of the regularly scheduled 7.5 hour shift.

It is recognized that P&M section 18.8, Alternate Work Schedule supersedes this letter.

**Letter 18.10 - AWS - Classification Consolidations**

During the discussions on the Alternative Work Schedule, the parties agreed to several classification consolidations. The Union expressed concern that employees on the previously existing classifications at the time of the consolidation would be laid off as a result of those consolidations.

The Company responded there would be no loss of jobs as a result of these consolidations.

**Letter 18.11- Return to Two Shift Operation - Relief in BIW**

After the implementation of an Alternate Work Schedule and in the event the plant's production schedule warrants a return to a traditional two shift structure, employees on line operations in the following areas of Body-in-White Sub-Assembly will be deemed to be on assembly line operations for the purposes of determining relief if the existing process is not capable to allow sufficient overspeed in the system to allow employees self relief.

- Right and Left Apertures
- Cowl and Dash
- Floor Pan
- Short Rails
- Flat Line
- Underbody

**Letter 18.12 - AWS - Holiday Eligibility for Skilled Trades on D&E Crew**

During the discussions on an Alternative Work Schedule, the issue was raised as to holiday eligibility for skilled trades employees on the D and E crew. Consistent with the provisions of the Memorandum that covered employees will be paid with the understanding that they would neither be advantaged nor disadvantaged, the employee will be paid for the designated holidays in accordance with the provisions of the National P&M Agreement if otherwise eligible.

**Letter 18-13 - AWS - Change in Relief Methods**

During the discussions on an Alternative Work Schedule, the Union acknowledged that the Company had the right to schedule mass or tag relief as required. The Union did raise a concern that the Company not frequently change from mass to tag relief or vice versa. The Company indicated that if it was required to change from one type of relief to the other, the Company would discuss the reasons for the change with the Union and provide advance notification to effected employees.

**ETOBICOKE SPECIAL PROVISIONS**  
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## ETOBICOKE - REPRESENTATION

### REPRESENTATION

#### Paragraph 2.1 - Number and Function

- (a) Notwithstanding the provisions of the current P&M Agreement, the following will be recognized and responsible for all activity concerning Representation at Etobicoke Casting Plant.

<b>Representative</b>	<b>Number</b>	<b>Designation</b>
President	1	Full Time
Chairperson	1	Full Time
Committeeperson	4	Part Time as required
Steward	3	Part Time as required
Health & Safety	1	Full Time
Benefits	1	Part Time 8 hours (one day/week)
*Employment Equity	1	Part Time (up to 8 hours per week or as mutually agreed upon by the Human Resources Manager and Plant Chairperson)
<b>TOTAL</b>	<b>12</b>	

- (b) The responsibilities of these Representatives will include, but not be limited to, grievance activity, substance abuse, affirmative action and benefits and health and safety with one of the above Representatives to be an employee on a skilled trades classification.
- (c) During weekend and holiday overtime periods, work will be made available to the respective Representatives in their own jurisdiction provided the Representative is willing and able to perform.
- (d) When a Representative functions on a part time basis, the Representative will obtain prior approval of Supervision to leave the work area to present and investigate grievances. It is understood that this will occur without loss of time or pay. Such approval will

## **ETOBICOKE - REPRESENTATION**

be sought only in legitimate circumstances and Management will make reasonable efforts to accommodate a timely release for Union activity discussed above.

- (e) This Agreement will commence immediately following ratification of the contract and remain in effect until the expiration of the Agreement.
- \* (f) Only in the circumstances where there is no female representation within the above listed representation structure. (c16)

**SENIORITY**

**Paragraph 5.1 – Seniority Defined**

Seniority is by classification, group, department, and plant wide and as far as accumulation of seniority is concerned prior to the date of this Agreement, seniority shall be as presently recorded by the Company. Any reference to group in this Paragraph shall refer to groups as designated on the seniority list.

**Paragraph 5.2 – Seniority of Union Representatives**

Notwithstanding their seniority status:

- (a) Plant Shop Committeepersons, Stewards, Health and Safety Representative and Benefit Plans Representative shall, in the event of a layoff, be retained or returned to work when work is available in their jurisdiction in the plant in which they are employed, provided they are able and willing to do the work being done at the time.
- (b) The Chairperson of the Plant Shop Committee and the President of Local 1459 shall, in the event of a layoff, be retained or returned to work when work is available in the plant in which they are employed, provided they are able and willing to do the work being done at the time.
- (c) The President of Local 1459 shall be assigned to the day shift.

**Paragraph 5.3 – Seniority of Employees Promoted to Salary**

An employee who transferred out of the bargaining unit or from a position subsequently included in the bargaining unit at any time prior to April 21, 1967, and who is thereafter transferred again to a position included in the bargaining unit, shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated as of April 21, 1967.

## **ETOBICOKE - SENIORITY**

An employee transferred out of the bargaining unit after April 21, 1967, and prior to January 1, 2003, and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated immediately prior to the transfer out of the bargaining unit.

An employee transferred to a position included in the bargaining unit as provided above shall be transferred to the department in which the employee worked immediately prior to the transfer from the unit and shall displace the junior employee in that department. If that department no longer exists or if the employee's seniority does not entitle the employee to displace the junior employee in the department the employee shall, seniority permitting, displace the junior employee in the plant and shall enjoy seniority rights in all aspects according to the provisions of this Agreement. (c02)

### **Paragraph 5.4 Shift Preference Skilled Trades – Boiler Operator**

This will confirm that during our recent negotiations the parties agreed that the terms of the Shift Preference Agreement is not applicable to employees in classification 5905 Boiler Operator assigned to the Company's Power House operation. Employees in such classification will continue to rotate shifts as in the past. (c16)

**LAYOFF AND RECALL**

**Paragraph 6.1 – Procedure – Other Than Skilled Trades**

- (a) In the event of a reduction in the number of employees in a classification other than a skilled trades classification:
  - (i) Probationary employees in the classification affected shall be the first to be removed from it and shall be laid off and thereafter employees will be removed from it in order of their seniority provided that the employees remaining are able to satisfactorily perform the work to be done.
  - (ii) A seniority employee removed from a classification on the basis of (i) above may replace the employee with the least seniority in the department provided that the employee's seniority permits the employee to do so and provided the employee is able to satisfactorily perform the work to be done.
  - (iii) A seniority employee removed from a department on the basis of (i) or (ii) above may replace the employee with the least seniority in the plant (provided that the employee's seniority permits) whose job the employee is able to satisfactorily perform.
  - (iv) In administering the above, exceptions may be made in proper cases by mutual agreement.
- (b) Recalls shall be on the basis of plant-wide seniority provided that the employee recalled is able to satisfactorily perform the work to be done. In the event of a recall within six months of a layoff, Management will return employees to the shift from which they were bumped. It is understood that, in this situation, seniority will prevail.

**Temporary Adjustment or Reduction**

- (c) Notwithstanding the provisions of Subparagraph (a) and (b) above, in the case of a temporary reduction

## **ETOBICOKE – LAYOFF AND RECALL**

due to material shortages, machinery breakdown, power failure, fire, flood or similar causes or due to temporary reduction of production in some departments only, for the first two (2) days including the day of the reduction, the Corporation may reduce the shift within the department according to the seniority of the employees on that shift, provided the employees to be retained are able to satisfactorily perform the work to be done, or if the Corporation so elects, for the balance of the shift and one (1) day the Corporation may retain the employees on the shift who normally perform the work to be done (the senior employee being given preference in cases where more than one (1) normal operator performs the work). Thereafter the reduction in the working force for each department so affected shall proceed according to the relative seniority of the employees in the department provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. Recall to work following such a layoff shall be by department seniority provided the employee is able to satisfactorily perform the work to be done. The Corporation shall convert such layoff and recall from a departmental basis to a plant-wide seniority basis within fourteen (14) calendar days (unless otherwise mutually agreed) so that employees are thereafter, retained in or recalled to the plant in accordance with their seniority within the plant, provided however, they are able to satisfactorily perform the work to be done.

### **Temporary Layoff or Reduction**

- (d) When there is a temporary layoff, that is, a reduction in force for a definite period of time which is not a temporary adjustment, provided the employees to be retained are able to satisfactorily perform the work to be done; employees on each shift and in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows

## **ETOBICOKE – LAYOFF AND RECALL**

- (i) Probationary employees will be laid off.
- (ii) Employees with less than one (1) year of seniority will be laid off according to seniority.
- (iii) Employees with one (1) year or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required.
- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subparagraph (iii) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period.

An employee who elects to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.

- (v) (a) If it becomes necessary to recall employees laidoff under Subparagraph (iii) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee on each shift in each classification in each department or group of departments being recalled first.
- (b) If, after employees are temporarily laid off under Subparagraph (iii), it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the workforce in the department or group of departments including those employees on temporary layoff will be

## **ETOBICOKE – LAYOFF AND RECALL**

adjusted within ten (10) working days in accordance with (a) above.

- (c) If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union, the Management will consider employees on all shifts in a department as being on one shift for purposes of this Paragraph 6.1. In a temporary layoff of such expected duration the Local Union may also request the Management to waive the Temporary Layoff provisions set forth in this Paragraph 6.1 and Management will reduce the working force according to the layoff provisions as set forth in Subparagraph (a) above. Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.
  - (e) It is Management's intent to continue with the practice of providing employees the opportunity to return to their original department or classification when there is an increase in the work force, in their department, within six months of a layoff. Seniority shall prevail.
- (c16)

**TRANSFER AND PROMOTION**

**Paragraph 7.1 – Transfer of Employees Within the Plant**

- (a) Employees who are reclassified or are transferred to another department in the plant shall carry to their new classifications or departments their respective accumulated seniority and shall enjoy seniority rights accordingly.
- (b) When a seniority employee is temporarily transferred to another classification or department at either the Company's or the employee's own request, the employee's seniority shall be applicable only in the former classification and department to which the employee was regularly assigned.
- (c) In cases of proposed permanent transfer of a seniority employee to another department within the plant, unless the proposed transfer is the result of failure on the part of the employee satisfactorily to perform the work required, the employee whom it is proposed be transferred may elect against the transfer. If such employee does not elect against the transfer, the employee shall be transferred accordingly and shall have no further claim upon any of the employee's former departments.
- (d) When operations being performed by employees covered by the Agreement are transferred from one department to another within the plant the Company will determine the number of additional employees, if any, the receiving department will need to perform the transferred operations and the senior employees on the operations so transferred may elect to the extent that they are required to be transferred to the receiving department.

**Paragraph 7.2 – Transfer of Operations Between Plants**

If any operations are removed to any of the Company's plants, an employee who is laid off as a direct

## **ETOBICOKE – TRANSFER AND PROMOTION**

consequence of the transfer of operations will be granted preferential work opportunity on the job in the new location, and, when employed thereat, will, during the life of this Collective Bargaining Agreement, continue to receive the employee benefits to which the employee is entitled thereunder, such as: Ontario Health Insurance Plan, the Green Shield Health Care Plans, Sick and Accident Benefits, Life Insurance Benefits and Pension and Supplemental Unemployment Benefit Plan Benefits, if any. When any of the above mentioned services are unavailable in the new location the Company will provide for such employees, services as nearly equal as practicable to the corresponding benefits available at the time to employees in the Etobicoke Casting Plant.

### **Paragraph 7.3 – Job Posting**

- (a) For each job vacancy to be filled the Corporation will post a notice on the plant bulletin board stating the job classification, the department in which the vacancy exists, whether the job is shift or day work, the rate range, the date and the time that the notice was posted and the date and time of expiry. The notice shall be in force for six (6) calendar days and application shall be made within the said six (6) calendar days
- (b) Application forms will be available at the Personnel Department. The forms will be completed in duplicate and one copy, receipted by the Personnel Department, will be retained by the applicant.
- (c) Job vacancies need not be posted in cases where the vacancy is expected to last for a period of thirty (30) days or less.
- (d) The applicant with the greatest seniority shall be given the job provided that such applicant is able to satisfactorily perform the job. In the event that none of the applicants are able to satisfactorily perform the job, the Corporation shall use its discretion to fill the job. The Union will be advised.
- (e) Employees with less than six (6) months seniority may not apply for job postings. However, under

## **ETOBICOKE – TRANSFER AND PROMOTION**

- special circumstances the Local Union Leadership and Management may make exception to this rule.
- (f) Not more than a total of three (3) plant-wide postings will be made as a result of one (1) original vacancy and any other vacancies caused by filling such original vacancy.
  - (g) An employee whose classification was changed as a result of a successful bid on a job posting may not bid on another job posting for a period of six (6) months from the date the Union is notified, unless the employee was subsequently removed from the classification to which the employee was moved as a result of such successful job posting. In the case where an employee classification was changed as a result of a successful bid on a job posting that requires a one (1) year commitment, that employee may not make application on another job posting for a period of one (1) year.
  - (h) Nothing in this Paragraph requires the Corporation to fill a job vacancy even though applications may have been received.
  - (i) The successful applicant on a plant-wide posting will, except in unusual circumstances, be transferred to the new job within four (4) weeks of the date on which the employee was determined by the Human Resources Department to be the successful applicant.
  - (j) A successful applicant who has not moved within the designated 8 week period will have the option to remain in his/her original job classification, seniority permitting.
  - (k) In the case of job postings for Setup Operator the first consideration will be given to trained Component Cast operators and Structural Cast operators.
  - (l) In the case of a job posting for Furnace Repair first consideration will be given to trained Component Cast Melt/Structural Melt operators.
  - (m) If an employee's job is eliminated within six months of obtaining the posting, he/she will have the opportunity to return to his/her original department and

## **ETOBICOKE – TRANSFER AND PROMOTION**

classification. It is understood that seniority will prevail.

- (n) Subsequent to the application of the job posting procedure, it was discussed and agreed when a job opening occurs through attrition; the resulting job vacancy will be posted.

(c16)

**WORKING HOURS**

**Letter 8.1 – Overtime – Other Than Skilled Trades**

- (a) Overtime other than in the skilled trades will be evenly distributed when reasonably possible among those employees normally performing the work in each department on each shift. In the event an employee voluntarily misses a turn at such over-time the employee shall be considered as having worked this turn insofar as distribution of such overtime is concerned.
- (b) Temporary transfers will not be offered midweek overtime in their temporary classification until all employees on the shift, in that classification, have been offered overtime. In the case of weekend overtime, temporary transfers will not be offered overtime until all employees in that classification have been offered overtime. It is understood that all employees from the department where the overtime originates will be offered all available overtime hours, including augmentation, prior to canvassing for temporary transfers.
- (c) An employee transferred to another classification, temporarily, due to lack of work will be considered as having overtime rights in the original classification. However, an employee transferred, permanently, will have the overtime hours adjusted to reflect the highest employee in the class, on the same shift.
- (d) It was discussed and agreed that overtime at the Etobicoke Casting Plant will be equalized as fairly as possible. Where a situation develops the Union feels is not equitable, they will bring it to Management's attention for mutual resolution.
- (e) It is Management's intent to make every reasonable attempt to notify the Plant Chairperson of voluntary overtime to be worked on weekends or holidays, prior to conducting a general employee canvass.
- (f) New employees will be included in the even distribution of overtime when reasonably possible and

**ETOBICOKE – WORKING HOURS**

when the employee is able to satisfactorily perform the work to be done. (c16)

**SKILLED TRADES**

**Letter 14.1 – Overtime – Skilled Trades**

- (a) It is agreed that overtime in the skilled trades shall be equally distributed as far as reasonably practicable, among employees in the same classification and in the same department provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked this turn insofar as distribution is concerned.
- (b) Maintenance and Machine Shop employees will not be charged on the regular overtime list for overtime hours worked only during the annual one or two week plant vacation shutdown.
- (c) The Company and union agree that when a particular job assignment requires overtime to complete it, the Company may offer this overtime to the tradesperson who was working on the job during their regular shift.
- (d) Specific concerns of overtime equalization will be addressed on an individual basis between the employee, union and Company as they occur.
- (e) The Company agrees that any out of line situation, with employee refusing overtime, employee will not be charged overtime.
- (f) Weekly Skilled Trades canvass to be automated through TMS sign up. (c16)

**Letter 14.2 – Annual Fee for Special Licenses**

The Company will pay, upon satisfactory proof, the Annual Fee for boiler operators.

**SOURCING AND JOB SECURITY**

**Letter 17.1 – Review of Future Plans**

During the course of negotiations, the Union expressed their concern about the purchasing of certain dies and tools, as well as the sending out for repairs of other equipment such as pins and core pins, at the Etobicoke Casting Plant.

In view of these concerns, and due to the specialized nature of operations at this location, it is agreed that Plant Management will review with the Union on a quarterly basis its future plans in this regard.

Management will also discuss at these quarterly meetings future plans related to open machine capacity, current bid proposals and submissions for new work, program deadlines for current work and any other issues related to the future of the Etobicoke Casting Plant.

The local Union leadership and Management will discuss the concerns of the subject matters raised in these meetings. Decisions, on how to best proceed in addressing the issues raised, will be made in a manner to maximize productivity and protect the interests of the Company and the Plant's employees.

These meetings will include (but not be limited to) the following persons: Plant Manager, HR Manager, Manufacturing Manager, Operations Manager, Union President, Plant Chairperson, Production and Trades Committee persons, OC&E Chairperson, Health and Safety Representative. (c16, c20)

**GENERAL**

**Letter 18.2 – Statement of Policy No. 1 – Annual Inventory**

For physical inventories which have to be taken on an annual or more frequent basis the Company will select the employees required to perform this work on the basis of their experience in the plant, qualifications, and their ability to satisfactorily perform the work to be done and not necessarily on the basis of their seniority.

**Letter 18.3 – Memorandum of Understanding – Shift Preference**

This Agreement between FCA Canada Etobicoke Casting Plant (hereinafter referred to as the "Plant") and Unifor Local 1459 (hereinafter referred to as the "Union"), is a supplement to the current Production and Maintenance Agreement.

**I**

Pursuant to the provisions of Section (5.6) of the Production and Maintenance Agreement the following provisions pertaining to shift preference have been agreed upon.

- (a) Employees shall be given their shift preference by classification according to their departmental seniority provided that full protection shall be given to the efficiency of operations at all times.
- (b) Shift Change Preference Notice:
  - (i) Initial Notice will be posted four (4) weeks prior to the second Monday in January, April, July and October each year.
  - (ii) Second posting for those displaced in (i)
  - (iii) Third posting if necessary, for those displaced in (ii)

Shift change preference notices to be posted one week apart.

## **ETOBICOKE – GENERAL**

- (c) When employees are assigned to a shift in accordance with their shift preference, they shall be required to remain on that shift for three (3) months. Exceptions may be made at the discretion of supervision on a fair and equitable basis, and in hardship cases.
- (d) When an employee is assigned to a shift which the employee would not otherwise select, the employee shall be advised by the Supervisor of the approximate length of time of the assignment. This time will be held to a minimum subject to conditions arising after the assignment.

## **II**

This Agreement shall supersede all prior agreements relating to shift preference between the parties hereto and shall run concurrently with the terms of the Production and Maintenance Agreement to which it is a supplement.