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BRAMPTON ASSEMBLY PLANT**

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BRAMPTON – REPRESENTATION

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.

Workforce	Union Representation
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

BRAMPTON – REPRESENTATION

number of regular Committeepersons shall be two hundred and fifty.

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 2 nd production shift is in place
Midnight shift	- One Committeeperson allowed one hour per day

(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:

BRAMPTON – REPRESENTATION

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
Total	25	3	35	1

* 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 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

BRAMPTON – REPRESENTATION

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

BRAMPTON – REPRESENTATION

be allowed time commensurate with that provided under Letter 2.1 (a). The Dayshift Skilled Trades 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

BRAMPTON – REPRESENTATION

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 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.

BRAMPTON – REPRESENTATION

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.

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.

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.

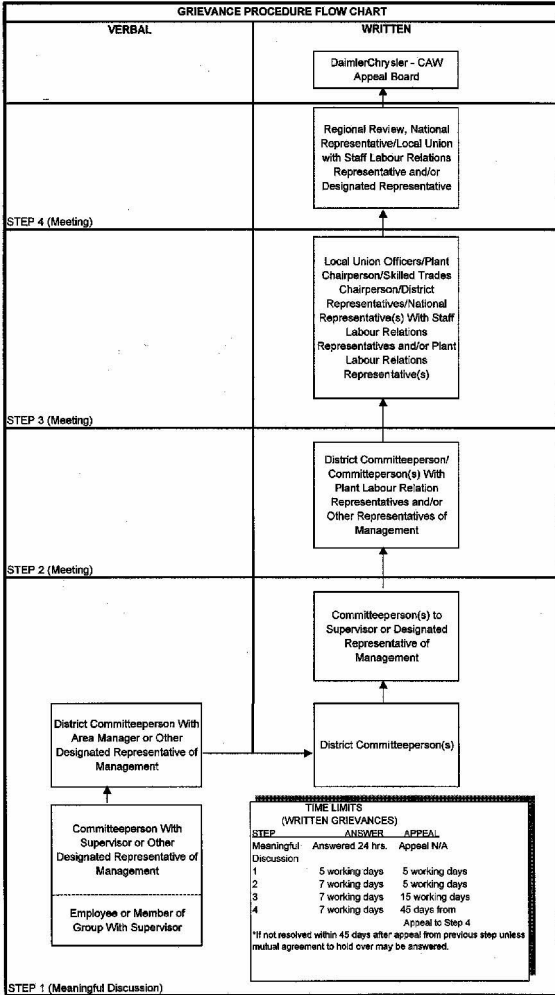
The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees

BRAMPTON – GRIEVANCE PROCEDURE

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



BRAMPTON – WORK STANDARDS

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-journey person/journey person 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 grievance procedure, shall head the seniority list of their Plant during

BRAMPTON – SENIORITY

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 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

BRAMPTON – SENIORITY

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 of the employee's continuous layoff, whichever is the greater.
- (i) The employee has exhausted Weekly indemnity Benefits and is unable to perform any available work and has been absent from work for 60 consecutive months or a period equal to the employee's

BRAMPTON – SENIORITY

seniority, as of the date of the beginning of the absence, whichever is the greater.

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. Failing placement within 3 attempts in a model run period the employee will be placed on a medical leave of absence as provided in the above named sections.

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.

BRAMPTON – SENIORITY

- (e) For SUB the employee continues to accumulate credited service and should the employee subsequently be laid off the employee's status, 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

BRAMPTON – SENIORITY

attaining seniority could displace the retained Skilled Tradesperson Working in Production.

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

BRAMPTON – SENIORITY

no rights under the Contract with respect to seniority in retaining a job through bumping rights.

- (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
 1. Classification – Team in Zone on Shift
 2. Classification – Zone on Shift
 3. Classification – Department on Shift

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4. Classification – Department Regardless of Shift
5. Classification – Area Regardless of Shift
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) 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)

Letter 6.2 - Model Changes Layoffs and Recall

- (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

BRAMPTON – LAYOFF AND RECALL

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 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.

BRAMPTON – LAYOFF AND RECALL

- (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 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.

BRAMPTON – TRANSFER AND PROMOTION

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, and a brief job description and if available PQX/ergonomic codes.

Letter 7.2 - Preferred Classifications

- (a) Initial vacancy will be posted plant wide.
- (b) Resulting vacancy will be posted plant wide.
- (c) Resulting vacancy created by (b) will be posted plant wide.
- (d) Resulting vacancy created by (c) will be posted plant wide.
- (e) Resulting vacancy created by (d) will be posted Base Operator only.
- (f) Resulting vacancy created by (e) will exhaust the posting procedure and the Company will fill the vacancy through selection, and/or new hire.

If the vacancies in (a), (b), (c), or (d) are successfully bid to by a base operator, the resulting vacancy will be posted Base Operator only and will revert to Step (e) above.

Letter 7.3 - Base Operator Postings

- (a) Initial vacancy will be posted plant wide.
- (b) Resulting vacancy will be posted plant wide.

If the resulting vacancy is successfully bid to by a base operator, the job posting procedure shall then be exhausted and the Company will fill the vacancy through selection, and/or new hire.

BRAMPTON – TRANSFER AND PROMOTION

If an employee in a preferred position successfully bids to the resulting vacancy, the job posting procedure shall then revert to paragraph 7.2(b).

Letter 7.4 - Successful Bidders

Successful bidders will not be eligible to bid for another opening for a period of six (6) months unless it is a retiree posting, or 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)

Letter 7.5 - Temporary Postings

There will be temporary postings for all preferred classifications excluding Upgrader and Production Specialist classifications where a canvass procedure will be utilized (Production Specialist positions in Stamping will however, be eligible for temporary postings).

The above preferred classifications will be filled on a temporary basis subject to the conditions listed below:

- (a) The absence from these jobs must be 30 days or more. If it is known the absence will be beyond 30 days at the outset, the vacancy will be posted at that time. Otherwise, the job will be posted only when it is known it will exceed the 30 day period.
Documentation must be provided to substantiate the 30 day absence.
- (b) A temporary posting will be open plant-wide to base production operators only.
- (c) The resultant vacancy will be filled by medical placement employees and/or floaters..
- (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

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job posting procedure would take place. The temporary replacement would follow the procedure outlined in Step (f).

- (e) Additionally, all vacancies (including Production Specialist and Upgrader classification vacancies) 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.
- (f) Upon completion of the temporary assignment the employee will return to his/her former job..
- (g) There will be a grace period of three (3) working days in the event the job owner who has returned to work and is absent for medical reasons during that time period. (c05)

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.

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

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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.

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. 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.

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.

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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.
- (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

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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 resulting from advanced age 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

BRAMPTON – TRANSFER AND PROMOTION

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.
- (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. It is agreed that a medical restriction of 3 months duration or longer is considered to be a restriction of indefinite duration.

- (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

BRAMPTON – TRANSFER AND PROMOTION

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.

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 department,

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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.

The Company assured the Union that it does not condone nor will it permit the assignment of employees for retaliatory

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)

BRAMPTON – WORKING HOURS

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 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

BRAMPTON – WORKING HOURS

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.

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

BRAMPTON – WORKING HOURS

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 by the imposition of Union rules or penalties, or by 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

BRAMPTON – WORKING HOURS

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 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.

BRAMPTON – LEAVE OF ABSENCES

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.

BRAMPTON – VACATION, SPA, and PAA

VACATION, SPA 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.

BRAMPTON – SKILLED TRADES

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 journeymen/journeywomen are unavailable, it is agreed that non-journeymen/ non-journeywomen employees whose duties shall be to assist journeymen/journeywomen 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 off

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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/journeywoman 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/journeywoman 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/journeywomen shall receive 5¢ per hour below the minimum journeyman's/journeywoman's rate of the classification or trade.

A Journeyman/Journeywoman Skilled Trades employee who is used to supplement into another trade shall be paid on the basis of the journeyman's/journeywoman's own rate of pay or the maximum rate of pay of the trade to which said journeyman/journeywoman 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/journeywoman in that trade in accordance with the Skilled Trades Provisions, starting at the minimum rate. Such employees shall not accumulate

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seniority within the 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 _____ Witness _____

BRAMPTON – SKILLED TRADES

Date _____

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

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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.

- (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

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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 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 Committee person 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

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(a) That I do not wish to be contacted for such temporary work.

Signed _____ Witness _____

Date _____

(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.

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:

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- (a) First new hire supplemental, second plant supplemental and, third probationary journeyman/journey-woman 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.

Letter 14.6 - Classification Transfer

Should a Skilled Trades employee possessing journeyman's/journeywoman's qualifications in another trade, as listed under the Skilled Trades appendices, request a transfer and be transferred from the journeyman's/journeywoman's present classification into another Skilled Trades classification, said journeyman/journeywoman shall retain seniority in the former classification for 90 days, after which the journeyman/journeywoman 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.

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- (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 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.

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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.

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.

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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.

BRAMPTON – SKILLED TRADES

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."

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

Journeymen/Journeywomen 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.

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The Company agrees it will, on March 15th each year, request each Journeyman/Journeywoman 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.

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

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required of Journeymen/Journeywomen skilled trades in performing their normal work.

The Company, however, reserves the right to deny this privilege to a Journeyman/Journeywoman where, for health or other reasons, it is determined that the continued use of such equipment by a Journeyman/Journeywoman 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.

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

BRAMPTON – SKILLED TRADES

- (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 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.

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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.

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.

BRAMPTON – TRAINING

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 reasonable provisions for expenses incurred in transportation, accommodation and meals.

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- (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.

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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

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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 Clothing

During the negotiations the Company agreed to have available in the Plant a number of winter parkas for use by those employees who, due to unforeseen circumstances, are unexpectedly required to work outside during the winter months. It is clearly understood by the Union that these parkas are not being provided for use by those employees who are regularly required to work outside as part of their normal work assignments.

The Company agrees to meet with the Union after negotiations to resolve the problem of availability of winter and protective clothing.

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

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- 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 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

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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 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 seventy percent (60%) 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

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- 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 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, C.A.W. Notice of the amounts of such fee and dues shall be given to the Company in writing by the National Union, C.A.W.
- 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

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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 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.

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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 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.
National Automobile Aerospace
Transportation and General Workers
Union of Canada (CAW-Canada)

(c05, c08, **c09 Addendum**, 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

BRAMPTON – GENERAL

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.

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

BRAMPTON – GENERAL

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 Chrysler 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 - Production Specialist with the exception of the Stamping Operation.

(4) Skilled Trades

BRAMPTON – GENERAL

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 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

BRAMPTON – GENERAL

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) 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.

BRAMPTON – GENERAL

- 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 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.

BRAMPTON – GENERAL

- 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.
 - 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.

BRAMPTON – GENERAL

- (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 of arriving at an agreement ideally suited to the Brampton Assembly Plant and consistent with cost effective business practices at other DaimlerChrysler 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

BRAMPTON – GENERAL

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.

(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.

BRAMPTON ASSEMBLY PLANT LOCAL AGREEMENT

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RECOGNITION

(1.1) Plant Memorandum of Understanding

This Plant Memorandum of Understanding dated the 24th of September, 2012 between Chrysler Canada Inc. for its Brampton Assembly Plant (hereinafter referred to as the "Corporation") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.-Canada) and its hourly Local Union No. 1285 (hereinafter collectively referred to as the "Union").

I.

Pursuant to Section (1.14) of the Production and Maintenance Agreement, meetings have been held since August 14, 2012 to discuss a number of issues, special items and other matters.

II.

The parties agree that all issues, special items and other matter which were raised and discussed in these meetings, have been resolved and disposed of as set forth in the Plant Memorandum of Understanding.

III.

The provisions of this Plant Memorandum of Understanding shall become effective simultaneously with the Production and Maintenance Agreement unless otherwise specifically provided herein.

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA
(C.A.W.-CANADA)
AND HOURLY LOCAL
UNION NO. 1285**

**CHRYSLER CANADA INC.
BRAMPTON ASSEMBLY
PLANT**

J. GIORGI
K.EVELY
N.MUCCIANTE
D.PRICE
L.FILLION
A.REA
D.TESOLIN
P. JONES

W.MARTINEZ
L.BUDAKH
B.CRAIG
G.SEMINERIO

(1.2) Resigning of Language

The parties agree that should language be resigned which is subsequently altered at the sub-committee level, the latter shall take precedent.

(1.3) Bulletin Boards

One Bulletin Board will be supplied to each main entrance for the purpose of communicating both Company and Union information.

GRIEVANCE PROCEDURE

(3.1) Discipline Procedure

When a derogatory notation is placed against the record of an employee, a written notice of such notation must be given to the employee and the original is to be initialed by the employee as a receipt only, and the employee may treat the same as a grievance and proceed accordingly.

- (a) Original copy of the notice is to be signed by the employee as a receipt in the presence of the Committeeperson or other local Union official and is to be initialed by the latter. The written notice is to be made out in triplicate.
- (b) Unless notice of such notation is given within a reasonable time, not in any event to exceed 3 working days after the occurrence, providing the employee is at work in the Plant, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee.
- (c) Refusal of an employee or Committeeperson or other local Union official to sign for receipt of a derogatory notation shall disqualify the employee from proceeding under the grievance procedure.

An employee shall also be disqualified from proceeding under the grievance procedure unless the written notification of such grievance is filed with the Company, within 3 working days from the date of receipt by the employee of the warning notice.

BRAMPTON GRIEVANCE PROCEDURE

(d) The following penalties will attend the issuance of warning notices:

First Warning Notice - Warning only.

Second Warning Notice- 2 days layoff without pay.

Third Warning Notice - Layoff not more than 5 days without pay

Fourth Warning Notice - Layoff of more than 5 Days without pay or dismissal at Company option

(3.2) Personnel File

Employees will be allowed access to their Personnel File by making advance arrangements through the Hourly Employment Representative and will do so on their own time. The employee may take such notes as may be pertinent. Should the employee allege an error has been made on the Personnel File; the Company will review such claim with the employee's Union Representative and will take whatever corrective action required.

WORK STANDARDS

(4.1) Relief-Paslin Line

The Company agrees to pay all regularly assigned employees working on the Paslin Line the equivalent of 6 minutes per day for preparation/clean-up purposes. This arrangement is temporary in nature until such time as process or facility revisions no longer require the use of Racal helmets.

The method of provision of preparation/clean-up time will be at the discretion of management.

(4.4) Modified Work Program

The Company and the Union recognize the advantage of having a Modified Work program in the Brampton Assembly Plant.

LAYOFF AND RECALL

(6.1) Layoffs – Material Handling

In the event of a permanent reduction in force affecting the following classifications, the Company will allow bumping within the classifications between areas.

Material Control Operator
Power Truck Operator
Production Specialist (Material Handling)
Tool and Crib Attendant

For the above classifications, this agreement would work as per the following example:

- i) The junior P.T.O. in Body on shift would be displaced, they then would bump the junior P.T.O. regardless of area, on shift.
- ii) The junior P.T.O. on shift then bumps the junior P.T.O. regardless of area and regardless of shift.
- iii) The employee displaced in (2) above would displace the junior employee in the other (3) classifications, regardless of shift and area.
- iv) The most junior employee displaced as a result of the above procedure will displace the most junior employee in the plant.

The Union agrees that the above change will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

(6.2) Layoffs - Inspection

In the event of a permanent reduction in force affecting the following classifications. The Company will allow bumping within the classification between areas.

- i) Inspector
- ii) Inspector Weld Tear Down
- iii) Production Specialist (Inspection)

The above agreement would work as per the following example:

- i) There is a permanent reduction of one Inspector assigned to a zone.
- ii) The junior Inspector in the zone on shift would be displaced, then they would bump the junior Inspector in the plant regardless of area on shift.
- iii) The junior Inspector on shift then bumps the junior Inspector regardless of area and regardless of shift.
- iv) The employee displaced in (3) above would displace the junior employee in the other two (2) classifications regardless of shift.
- v) The most junior employee displaced as a result of the above procedure will displace the most junior employee in the Plant.

For bumping purposes only, the Company agrees to treat the Inspection Classification (#1819) as a separate department.

The Union agrees that the above changes will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

(6.3) Layoffs – Painter Final Colour Classification

In the event of a permanent reduction in force affecting the Painter Final Colour Classification, the Company will allow bumping within the classification and the following two groups:

- i) Painter Final Colour employees who are considered "Console Operators"
- ii) Painter Final Colour employees

The above agreement would work as per the following example:

Displaced Console Operator would displace:

- i) Most junior Console Operator in zone on shift
- ii) Most junior Console Operator in the zone regardless of shift
- iii) Most junior Console Operator in the department regardless of shift
- iv) Most junior Painter Final Colour in the department on shift
- v) Most junior Painter Final Colour in the department regardless of shift

The above example outlined above would also apply to employees who perform Painter Final Colour operations.

The displaced employee from the above steps will be subject to the displacement procedure outlined in Paragraph 6.1 of the Brampton Special Provisions.

The Union agrees that the above changes will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

TRANSFER AND PROMOTION

(7.1) Posting Procedure for Fori Operators & Car Drivers

The Company agrees to treat permanent and temporary postings for production operators who perform Fori and car driving assignments as a preferred classification posting as outlined in Brampton Special Provisions Paragraphs 7.2 & 7.5.

(7.2) Job Elimination

In the event a job is eliminated and subsequently brought back within thirty (30) working days, the original job owner shall return to the job if they have not successfully bid to another job.

WORKING HOURS

(8.1) Overtime Work Opportunity

The Company will endeavor to limit hours of individual employee work to no more than 12 hours each workday. The parties recognize that emergency situations arise wherein voluntary work requirements may continue beyond 12 hours due to the expertise required of certain employee(s). The Union may raise concerns regarding individual excess hours with the Human Resources Manager and discussions will be held with management to address the issue.

(8.2) Saturday Afternoon Shift Alternative

The Company will continue to meet regularly with the Union on the subject of working production shifts in excess of 8 hours on afternoons Monday through Thursday should the Plant revert to a 2-shift production schedule. It is however understood that consideration must be given to the ability of the plant to run consistently and for all departments to achieve their required levels of quality and production within budgeted limitations.

(8.3) Shift Change Requests

Where two employees of the same classification working in the same zone agree to change shifts, the Company will not unreasonably withhold permission for such an arrangement.

WAGES

(9.1) Classification List and Rates

The Company agrees to place the Brampton Assembly Plant Classification and Rate sheets in the Brampton Local Agreement section of the Collective Agreement.

CAW Classification & Rate Sheets Effective 09-22-08

These are Base Rates and do not include Cost-of-Living Allowance currently in effect.

Skilled Trades Classification

CLASS NO.	CLASSIFICATION TITLE	MIN. RATE	MAX. RATE
5550	TOOL & DIE MAKER	40.05	40.25
5641	MILLWRIGHT	39.91	40.11
5666	ELECTRICIAN	40.05	40.25
5733	CARPENTER	39.64	39.84
	– PAINTER		
	– GLAZIER		
5761	MOTOR MECHANIC	39.91	40.11
5922	COMPRESSOR OPERATOR/ STATIONARY ENGINEER	39.54	39.74
6255	WELDER	39.78	39.98
6285	WELDER-TOOL & DIE	39.97	39.98
5927	ENGINEER - STEAM	41.02	41.22

BRAMPTON WAGES

9.1 - Revised 09/08

**CAW CLASSIFICATIONS & RATES EFFECTIVE
09/ 22/08**

**THESE ARE BASE RATES & DO NOT INCLUDE
COST-OF-LIVING ALLOWANCE CURRENTLY IN EFFECT**

Class	Classification Title	Hired Prior To 05-19-2008			Hired On or After 05-19-2008			
		Min. Rate	After 39 Weeks	Max. Rate	Min. Rate 70%	After 52 Wks 80%	After 104 Wks 90%	Max. Rate 100%
0250	Team Member	29.12	31.58	34.03	23.82	27.22	30.63	34.03
0280	Team Member – BIW	29.18	31.64	34.10	23.87	27.28	30.69	34.10
0301	Production Operator	28.97	31.41	33.85	23.70	27.08	30.47	33.85
0311	Production Operator- Body	29.18	31.64	34.10	23.87	27.28	30.69	34.10
0345	Production Specialist	29.38	31.85	34.33	24.03	27.46	30.90	34.33
0355	Production Servicer	29.59	32.08	34.58	24.21	27.66	31.12	34.58
1819	Inspector	29.13	31.59	34.04	23.83	27.23	30.64	34.04
2051	Inspector- WeldTear Down	29.13	31.59	34.04	23.83	2,723	30.64	34.04
3452	Material Handler	28.97	31.41	33.85	23.70	27.08	30.47	33.85
3576	Tool&Crib Attendant	29.10	31.55	34.00	23.80	27.20	30.60	34.00
4310	Paint Operator	29.01	31.46	33.90	23.73	27.12	30.51	33.90
4314	Paint Sprayer	29.23	31.70	34.16	23.91	27.33	30.74	34.16
4326	Paint Control Operator	29.01	31.46	33.90	23.73	27.12	30.51	33.90
4519	Metal Finisher – Production	29.23	31.70	34.16	23.91	27.33	30.74	34.16
4630	Upgrader – Metal	29.34	31.82	34.29	24.00	27.43	30.86	34.29
4640	Upgrader - Paint, Trim & Final	29.23	31.70	34.16	23.91	27.33	30.74	34.16

**Team Leader rate of pay will be \$0.50/hour above the 0250 (Team member) classification rate of pay.

(9.2) Production Specialist Classification

The parties recognized the need to better define the Production Specialist classification responsibilities. To this extent it was agreed that Production Specialists would be

identified as Production Specialist A, B and C as outlined in their respective job descriptions.

It was agreed that the rate of pay would remain the same for all three and that future job posting would specify either Production Specialist A B or C. The Company agreed to balance the plant with respect to the numbers of A and B Production Specialists.

The parties further agreed to discuss the absentee trends and the Company will adjust the number of Production Specialist B's as required.

PRODUCTION SPECIALIST A - STATEMENT OF JOB

Performs such work as may from time to time be assigned by their Supervisor, with the exception of supervisory functions.

DUTIES

May be assigned to train new or transferred employees, replace absent employees on a last on first off basis within the department, provide emergency relief or assist employees encountering difficulties.

May investigate problem areas and assist in the determination of the required corrective action.

Generally assist Supervision.

Enters data on remote terminals and uses communication equipment as required.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

DUTIES

Replace employees off on casual absence.

In the event absenteeism is favorable in their department they may be assigned as absentee replacements in other departments if required.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

PRODUCTION SPECIALIST C - STATEMENT OF JOB

The responsibilities of the Production Specialist C are to replace employees on S.P.A., L.O.A., or regular absences, in that order. However, to ensure the continuity of vehicle quality, Production Specialists A or B may be used to cover S.P.A. or L.O.A.'s if the necessary skills are not available with the Production Specialist C. This does not in any way erode Management's ability to utilize its manpower to maintain an efficient operation.

(9.3) Pay Statements

The Company will distribute pay statements to employees no later than their regularly scheduled Thursday shift end, providing the statements are available to plant timekeeping, from the Corporate office, in advance, so that adequate time is available for sorting, documenting, etc.

The Company maintains the right to determine the method in which pay information will be delivered to employees.

(9.4) Team Leader – Statement of Job

The Team Leader is responsible for working in small teams and for reporting to the Group Leader.

Ensure the team works in a safe manner. Act as a representative for the team. Support teamwork and settle internal problems. Integrate and train new Team Members into the group. Communicate and discuss company goals

and get agreement on team goals. Track team goals and update team boards. Hold and prepare for team meetings. Immediately respond to calls and take responsibility for problems.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

SKILLED TRADES

(14.1) Department Transfer Requests

The following procedure will allow a Skilled Trades employee to fill a vacancy in their classification in another area.

- a) Trades wishing to transfer from their assigned area to another area will complete an area transfer form and give the completed form to their union representative.
- b) The Union will maintain and post in the areas, each month, a list of Trades that have requested a transfer. The list will show area requested, date of request, classification and Skilled Trade seniority date. Only those names appearing on the current monthly list at the time a transfer opportunity occurs will be eligible for transfer. Employees must accept such transfer when offered.
- c) The Company will fill a vacancy in an area from the transfer request list prior to assigning a new hire to any area. Shift rotation shall be by assignment area only among the qualified employees in that area.
- d) When a Trade vacancy occurs in an area, the Company will fill the vacancy with a tradesperson whose name appears on the transfer list. Where more than one tradesperson in the same classification has requested transfer, the tradesperson with the highest Skilled Trades seniority will be transferred.
- e) Successful transfers will not be eligible for additional transfers for a period of 18 months.
- f) In all cases the parties will discuss how to expedite the above process to a controlled fashion so the areas affected can maintain levels of quality and efficiency.

Note: Transfer applicants are responsible to notify the Union if they decide to withdraw a request for transfer.

(14.2) Preventative Maintenance

Preventative Maintenance Program will continue in order to provide acceptable standards of maintenance, considering changing conditions and input from the Plant Committee regarding proper follow-up to provide a safe work environment.

Further, the Company and the Union agree to establish a Joint Review Committee which will meet on a regular basis (monthly) for purposes of auditing completed work, prioritizing upcoming schedules of P.M. and manpower adjustments to maintain the schedule.

It is agreed that:

- a) A proper filing system will be maintained to check P.M. cycles pertaining to safety-related matters.
- b) All carriers will undergo preventative maintenance at least once per calendar year, on an incremental basis, with a progressive portion of the work performed weekly.
- c) All overhead fixtures will be examined, repaired or rebuilt on an annual basis.
- d) Established frequencies for inspection of equipment and components will be maintained. Changes will be made in accordance with the engineer's recommendation and will be a part of continuing discussion through the Joint Review Committee. The Preventative Maintenance Program for drive mechanisms located in the conveyor pits provides for inspection of same, on a frequency of

approximately once per month. At such time, necessary cleaning and repairs will be performed.

(14.3) Preferred/Backup/Temporary Job Posting Procedure

The skilled trade's job posting procedure will allow skilled trades employees the opportunity to bid for one of the following vacancies:

- (i) Plant Wide Preferred Job
- (ii) Area Backup Job
- (iii) Temporary Preferred Job

Skilled Trades working areas are defined as Stamping, Body, Paint, Assembly, and Central Maintenance.

(1) Preferred Job Description

A preferred job may be posted when the full time (forty -40 hours) work falls under one or more of the following criteria:

- (a) Preferred shifts. e.g. Day shift.
- (b) Preferred overtime. e.g. Overtime worked outside of the distribution procedure.

Backup trades persons to full time jobs will be posted in their respective areas, and under normal circumstances, utilized when the full time person is absent from the preferred job. Temporary jobs may be posted within an area for a period not to exceed three (3) months. An extension of this period may be mutually agreed to by both parties.

(2) Administration

The skilled trades Union in-plant committee will have responsibility for the administration of the posting procedure.

(3) Posting/Bidding

- (a) Vacant jobs will be posted on the area and the trade's office notice boards.
- (b) The job posting will show the trade classification(s), job description, area, shift(s), dates of posting,

- number of positions required, and will be approved by area management prior to posting.
- (c) Applicants bidding to multiple jobs must indicate preference of selection. Successful bids will only be to one (1) job and will be final.
 - (d) Jobs will be posted and bidding will be open from Wednesday at noon until the following Wednesday at noon (seven (7) calendar days).
 - (e) Bids shall be deposited in the box outside the skilled trade's union office on the job bid cards provided.
 - (f) From the applicants bid cards deposited in the box, the successful bidder(s) will be posted on the notice boards within three (3) days following the next weekly skilled trades Union/Management meeting.
 - (g) Success in the bidding process will be determined by the skilled trade plant/area seniority unless otherwise stated on the job posting.
 - (h) Any successful bidder or successful transfer under the transfer request language, will not be eligible to bid for another job opening outside their current department for a period of eighteen (18) months from the date of posting or transfer. If the job that was successfully bid is eliminated or the trade's person is displaced from the job, the eighteen (18) month bid restriction will be waived.
 - (i) Successful bidders to backup full time positions will not be eligible to bid on another backup position for a period of eighteen (18) months, but will not be restricted from bidding on a full time job.
 - (j) The original bids to a job will remain active for a period of thirty (30) days from the date the successful bidder is posted. Any vacancies arising within the thirty-(30) days to the same job posting will be filled from the same original bids.

(14.4) Skilled Trades Weekend Support

The Company and the Union recognized the importance of securing sufficient skilled trades resources in each

department to augment weekend support initiatives as well as start-up activities. With this in mind the parties agreed to meet following ratification to address the mutual concern. The parties further agreed to investigate the use of the skilled trades TPT program or the implementation of Paragraph 14.3 Brampton SP entitled "Supplemental Skilled Trades" in addition to any other opportunities in order to meet the joint initiative. Resolution of this issue will ensure Brampton Assembly Maintains its current success into the next millennium.

(14.5) Demarcation Committee

There shall be established a Skilled Trades Demarcation Committee comprising of the Skilled Trades Chairperson, Dayshift Skilled Trades Committeeperson, and one tradesperson from each of the following trades: Millwright, Electrician, Tool & Die Maker, and Welder.

The company will authorize a Demarcation Committee meeting on such occasion when trades demarcation disputes are not resolved initially between an employees Skilled Trades Committeeperson and the employees Supervisor.

A resolution report from the Demarcation Committee made on the basis of basic trade demarcation lines, historic local work practice, present work practice, and in keeping with common sense and reasonability with the understanding that incidental overlapping of work between the identified Skilled Trades is necessary flexibility allowed for efficient operation, will be forwarded by the Skilled Trades Chairperson to the demarcation conflict meeting as outlined in Special Provisions letter #14.18.

(14.6) Preferred Jobs

The Company and the Union agree that effective utilization of the skills and abilities of its Skilled Trades employees in the administration of such activities, (e.g. TMS, EAR, COS, etc.), which generate measurable and meaningful results, is the

type of employee empowerment and self-directed workforce activity within the DaimlerChrysler operating system that supports day to day operational objectives and ultimately world class quality.

The Company agrees, on an ongoing basis, to review empowerment programs and to discuss other opportunities where an opportunity for mutual benefits exists.

(14.7) Trainers

The Company recognized the benefits of having Brampton Skilled Trades Trainers provide training as required to Brampton Skilled Trade employees and agreed to continue to train employees in this manner.

Training performed by Brampton Skilled Trade Train-the-trainers will be coordinated by the Skilled Trade New Technology Committee and will be performed in addition to or in conjunction with vendor training and or Advance Technical Training.

Additionally, the Skilled Trades Trainers may be utilized to perform other duties such as launch assistance, communication, community assignments, training for other plants, etc, by mutual Union Management agreement.

(14.8) C.M.M. Work Assignments

During Negotiations the issue of Skilled Trade employees performing C.M.M. machine work that was not currently performed by Skilled Trade employees was discussed. The Company recognized the benefits of having its Skilled Trade employees empowered to perform several specific functions with regards to C.M.M. machine work and similar related duties.

It was therefore agreed that 3 preferred positions would be created through reassignment of the current workforce in order to ensure those employees assigned in these preferred positions are both effective and of benefit to the company.

The Company and the Union will determine work and shift assignments for these employees to maximize operational efficiency.

The three preferred positions agreed to are as follows and would perform work as discussed during negotiations.

- 2 Toolmakers for C.M.M. (editing programs and maintenance only)
- 1 Measurement System Electrician (maintenance of machines, etc.)

(14.9) Measurement Systems Toolmaker

- a) Measurement System Toolmaker(s) will equalize overtime with the rest of the Body shop, but will exclusively reserve rights to overtime relative to the job function.
- b) When the job is posted seniority will be considered but specific skills and knowledge relative to these unique job requirements will be highly influential. Some leeway in picking out of seniority will likely be required.
- c) Absentee replacement will be at Management's discretion based on workload for many of the job requirements. In cases of emergency repairs while this person might be absent, and specialized skills are required an outside contractor will be called in and another toolmaker will be put with them.
- d) In some cases specialized skills or tools might be required to accomplish repairs. In these cases and outside contractor will be called in. While doing the mechanical repairs a toolmaker will always be with the contractor.

- e) A specific list of typical repairs will be developed to define “in house repairs” and “outsourced repairs”.
- f) Management reserves the right to call in an outside contractor to work with this toolmaker if repairs are not made in an efficient manner.
- g) This toolmaker would be assigned to the Layout Department and their crew sheets.

(14.10) Measurement Systems Electrician

- a) Measurement Systems Electrician(s) will equalize overtime with the rest of the Body shop, but will exclusively reserve rights for overtime relative to the job function.
- b) When the job is posted seniority will be considered but specific skills and knowledge relative to these unique job requirements will be highly influential. Some leeway in picking out of seniority will likely be required.
- c) Absentee replacement will be at Management's discretion based on workload for many of the job requirements. In cases of emergency repairs while this person might be absent, and specialized skills are required an outside contractor will be called in and another electrician will be put with them.
- d) In some cases specialized skills or tools might be required to accomplish repairs. In these cases an outside contractor will be called in. While doing the electrical repairs an electrician will be put with them.
- e) A specific list of typical repairs will be developed to define “in house repairs” and “outsourced repairs”.

- f) Management reserves the right to call in an outside contractor to work with this electrician if repairs are not made in an efficient manner.
- g) This electrician would be assigned to the Layout Department and their crew sheet.

(14.11) Predictive & Preventative Maintenance

A Predictive and Preventative Maintenance Program will continue in order to provide high standards of maintenance, enhance overall equipment effectiveness, and maintain a safe working environment.

The Company and the Union agree to support the Predictive and Preventative Maintenance Program under the corporate operating system principles, and will meet as mutually agreed to with the designated Skilled Trades Operating System Representative(s) to discuss and resolve any issues arising from the program.

It is agreed that:

- (a) The program will include appropriate trades persons meeting in their area of responsibility, during or after normal working hours, with the Operating System Facilitators, Supervision, Engineering, or other personnel, to discuss plant or area issues related to safety, quality, delivery, cost and morale.
- (b) TMS personnel will continue to participate in the above program in activities such as attending the above mentioned meetings, maintain the program data bases, track issues, manage the predictive and preventative maintenance sheets, and order parts related to the program.

(14.12) Compressor Operator

Compressor operators are required to hold a valid Second Class Stationary Engineer's license, of which the cost of such will be reimbursed by the company.

a) **Rate Upgrade** - It was agreed that upon their attainment of the Second Class Stationary Engineer's license, their classification and rate would be upgraded to the Engineer-Steam classification and they would be paid the appropriate negotiated rate for the existing classification. The upgrade will be paid effective with the beginning of the first pay period after proof is provided to the Company that Second Class Stationary Engineers license has been obtained. It was further agreed, that the Engineer- Steam classification would be added to the CAW classification and rate table for the Brampton Assembly Plant. (c12)

(14.13) Body Shop Electrical Testing Cribs

The Company agreed to maintain an electrical testing crib in the Body Shop. The Company and Union will meet to discuss requirements for this crib, but Management will retain the right to locate and facilitate the Crib as required to meet operational efficiencies. (c12)

(14.14) CPR and First Aid Training for Tool and Die Makers

CPR and First Aid Training will be provided to Tool and Die Makers at the Brampton Assembly Plant as required. (c12)

(14.17) 2004 LX Launch

During the course of negotiations the Company and Union discussed the need to supplement the Skilled Trades New Technology Committee (N.T.C.) with a Toolmaker, as required, based on 2004 LX Launch activities. It was agreed that this position would be filled from within the existing manpower allocation. The Company and union agreed that

the toolmaker would assist Skilled Trades N.T.C. with activities associated with the LX launch including the replacement of full time Skilled Trades N.T.C. representatives. The Company recognizes the need for the temporary addition of a toolmaker to the Skilled Trades New Technology Committee. The addition will be for the duration of the 2004 LX Launch period.

(14.18) Contractor Log

The union expressed concerns over contractor activity in the plant. The Company and Union discussed a process for tracking contractor activity. It was agreed that the Company would meet with the Union for the purpose of establishing a contractor book to be located in each department of the plant. (c12)

(14.20) Paint Shop – Air House/Booth Balance

Air House Maintenance & Ovens and Booth Balance in the Paint Shop.

During negotiations, the Company and the Union recognized the importance that the current air house supplier CCS plays in maintaining the quality and uptime in the Paint Shop air house, oven and booth balance systems. The Company also recognizes the efforts of the Skilled Trades personnel in their quest to enhance their job knowledge of operations within Brampton Assembly Plant. With this in mind, it was jointly agreed that CCS will continue to perform work with the assigned Paint Shop Skilled Trades personnel in maintaining and adjusting air houses, ovens and booth balance.

It was further agreed that the scope of CCS's work would be limited as stated above except in circumstances where both Union and Management representatives will review the requirement for such work. (c12)

(14.22) Parking Lot Lighting

During negotiations the Company and Union discussed the issue of parking lot lighting. It was agreed by both parties the repair and maintenance of employee parking lot lights will be the responsibility of Central Maintenance Skilled Trades. It was further agreed that outside support may be utilized to supply and operate man-lift equipment if required.

(14.23) Computers

During negotiations, the Company agreed to provide within 6 months of ratification 1 (one) laptop computer with software based on the most recent Company standard for the Skilled Trades Chairperson and 1 (one) equally equipped laptop computer to be used for joint Union/Management C.O.S. activities.

Additionally, the Company agrees to upgrade the Skilled Trade office computer to the most recent Company standard.

HEALTH AND SAFETY

(15.1) Tilt Stands

The Company agrees to secure tilt stands in the plant upon request.

(15.2) Ventilation

The Company agrees to provide and maintain ventilation and/or heating to those areas indicated.

<u>LOCATION</u>	<u>HEATING / VENTILATION</u>
Weld Shop	Heating
Seat Stripper	Heating
Battery Room	Ventilation
Layout Room	Ventilation

(15.4) Housekeeping – General

During negotiations the Union raised a concern over general housekeeping in the Plant with particular reference to water fountains and washrooms.

The Company has reviewed our procedures in these areas and believes it has provided adequate procedures to deal with these matters.

(15.5) Health and Safety Bulletin Boards

The Company agrees to maintain one bulletin board for use by the Joint Health and Safety Committee at all main plant hourly employee entrances.

(15.6) Heat Plan

a) FAN PROGRAM

All areas are to audit fans for functionality by April 1st and provide a status report to JHSC.

Deficiencies are to be completed by Maintenance by May 1st. A second fan audit will be conducted by

October 1 to identify fans which need additional cleaning after heavy use during the summer period. The fans that require a second cleaning will be cleaned by November 1st.

Staff engineering will provide a float of 50 fans purposes of ensuring all inoperative fans are fixed or replaced, as well as having on hand for emergency installation needs. In the case of emergency installation, decisions will be made jointly with the involvement of the Area Manager, Committee person and JHSC.

Additional requests should be addressed to the respective division Process Reliability Manager.

b) **WATER FOUNTAINS**

All areas are to audit water fountains for functionality by April 1st and provide a status report to JHSC.

Deficiencies are to be completed by Maintenance by May 1st.

c) **AIR ROOMS/HEATERS**

Plant engineering are to coordinate an audit of air rooms and roof exhaust fans to ensure dampers, drive motors, belts, and filters etc. are at optimum operating function to accommodate process requirements and summer operating mode.

A status report will be finalized by May 15th and forwarded to the JHSC.

Deficiencies will be addressed by June 1st.

d) MEDICAL MONITORING

All supervisors will be provided training by May 15th on heat stress issues, heat plan details, and employees more susceptible to heat stress (diabetes, over weight, etc.)

e) CAFETERIA SERVICE

Cafeteria to ensure availability of supplies of pop, juice and electrolyte replacement (Gatorade).

Plant management will determine when dispensed beverages are to be provided at no charge; the Personnel Manager and/or Operations Manager are responsible for this call.

Water will be distributed throughout the plant when the Humidex reading through Environment Canada reaches 32 degrees C.

Additionally, due to the specific nature of the Paint Shop production process pertaining to the Paint ovens and a unique environment, water will be distributed in the Paint Shop when the humidex reading through environment Canada reaches 30 degrees C.

f) TEMPERATURE MONITORING

The plant will assign an individual to monitor the temperature readings of each center and communicate to Operations Management and JHSC for appropriate actions during summer weather period.

g) SHUTDOWN OF SELECTED OPERATIONS

In cases of high absenteeism in Assembly designated operations in Body and Paint may serve as a source of manpower.

h) HEAT PASSES

Operating management are to review the respective center absentee allowance for purposes of accommodating requests for time off; T.P.T.'S will also be considered for this purpose with the concurrence of the CAW plant chairperson or the chairperson's designate on the afternoon shift.

i) HEAT RELIEF

The plant will provide five (5) minutes of relief to those operations, which are tied directly to the production line when the Humidex Reading through Environment Canada reaches 36 degrees C and an additional five (5) minutes relief to those operations, which are tied directly to the production line when the Humidex Reading through Environment Canada reaches 40 degrees C.

It is understood that if there is a breakdown in the hour of the relief, the breakdown time can be used towards the relief time providing the employees are clearly notified prior to the commencement of the relief. Those indirect operations not tied directly to line operations are to remain self-regulated.

Operating management may utilize existing Production Specialists for additional relief purposes and may supplement this purpose with T.P.T. workforce with concurrence of the CAW plant chairperson or the chairperson's designate on the afternoon shift.

j) CLOTHING

The plant dress code (summer dress) will be in effect from June 1st to September 1st.

k) HOT SPOTS

The JHSC will monitor those areas of the plant that are likely to be warmer than the rest of the plant during excessive conditions.

l) MEETING WITH THE UNION

A meeting will be held with the Union prior to June 1st each year to review the heat plan for the upcoming summer.

(15.7) Mandatory Safety Shoes

The Brampton Assembly Plant agrees to continue with its policy of requiring mandatory safety shoes for its employees. The cost to the Company will be limited to the allowance outlined in the P&M provisions for the initial pair of safety shoes and, where unusual wear and tear, but not abuse, requires an additional pair, an additional authorization will be available.

(15.8) Medical Coverage – Midnight Shift

The Company assures the Union it will staff the Medical Center for the midnight shift when the nature of the work and manpower numbers so warrant such coverage.

(15.10) Excessive Noise Levels Overhead Door Carriers

During Negotiations, the Union and the Company discussed the excessive noise levels caused by the overhead door carriers. The Company has assured the Union that the noise levels will be significantly reduced with the installation of a new overhead door conveyor system, scheduled for the '98 model.

The Company agrees to meet with the Union to review any excessive noise concerns after the new door conveyor is installed.

(15.11) Union Golf Carts

The Company agrees to maintain the current 3 golf carts for the use of the Union Committee.

Furthermore, the Company agrees to provide and maintain (1) 4 seat golf cart for the exclusive use by the Health and Safety Representatives. (c12)

(15.13) Washroom/Showers Cleaning Cycles

During the course of negotiations, both parties recognized the desirability of working together to keep the plant in a clean condition.

Management agreed to weekly cleaning cycles, including the deep cleaning of subject facilities, would be maintained where required, in order to provide acceptable standards of housekeeping and cleanliness, bearing in mind past experience and changing conditions.

Plant washrooms will be serviced, cleaned and restocked as required during the course of the production shift. It is understood by the parties that this washroom cleaning cycle shall reflect the plant production schedule.

Toilets, urinals, sinks and showers will be disinfected twice per week.

Maintenance will be assigned, on a daily basis, to effect repairs to equipment in the washrooms when required and necessary materials are available.

(15.14) Health and Safety Hotline

The Company agrees to provide and maintain a portable phone for use by the Union Health & Safety Representative.

(15.15) Rubber Matting

During Negotiations, the Company agreed to provide rubber matting to work areas throughout the plant in order to

address issues related to employee's ergonomic and personal comfort concerns and that such Matting will be installed prior to the introduction of the 1998 Model.

The parties agreed that Matting would not be installed in work areas where it would create an unsafe condition.

The parties also agreed that employees afforded matting under this provision will be responsible for the upkeep of their immediate work area.

(15.16) Upgraded Ergonomic Matting

The Company agreed to provide a one-time budget of \$200,000 for the purpose of upgrading the current ergonomic matting in areas of the plant designated by the J.H.S.C. The budget will include the installation of upgraded ergonomic matting. Following ratification the J.H.S.C. shall meet to determine areas of the plant for ergonomic matting upgrades and develop a timeline for each project.

TRAINING

(16.1) Health and Safety Training

The Company agrees to meet with the Union prior to Health and Safety Training taking place to work out an equitable rotation for Health and Safety Trainers where it is practical to do so.

JOB SECURITY

(17.1) Job Security – Vendor Support – Inspection (Vendor Rework Assignment)

During negotiations, the issue of rework being performed by vendors was raised and the Company committed to allocating workforce resources on a full time basis with the understanding that these individuals would perform seek and repair rework activities.

Additionally, the parties agreed that rework in receiving inspection is an excellent work hardening opportunity for those employees unable to perform their regular job duties due to their PQX status and that these PQX individuals would augment the above full time employees if required and if available.

The Company and the Union also agreed that the above change will not affect current practices pertaining to vendor support contained in the P & M Letter (17.13) Vendor Support. Furthermore, if special circumstances concerning rework arise at any time during the life of this agreement, discussion between the parties will occur to address these issues. As well, should the allocation of workforce resources for rework activities be deemed cost ineffective, these jobs will be subject to elimination.

The Company agrees to provide the Union Chairperson with a regular updated list of vendors in the plant. Notwithstanding the above, vendors will refrain from performing bargaining unit work.

(17.2) Console, Mix Room, Phosphate and E-Coat

Console, Mix Room, E-Coat, and Phosphate jobs shall remain Production work, and shall be performed by Production Employees in the Paint Department of the Brampton Assembly Plant. (c12)

GENERAL

(18.1) Future New Product Launch a) PRODUCTION LAUNCH AGREEMENT

LONG RANGE PLANNING

In order to ensure that the Brampton Assembly Plant will continue to be a world class automobile assembly plant in the 21st century all parties recognize the importance of agreeing to equitable launch language.

The parties agree the employees designated as the Launch Group will be paid as Launch Specialist (for pay purposes only). Selection will be by plant wide posting process. It is understood Launch Specialists will be retained by their respective departments throughout the departmental launches. Successful candidates must meet all of the requirements identified on the Launch Specialist Job Postings.

During the in-plant phase of the launch they will train and work with Management, Outside Support Groups (Vendor and Suppliers), Core Group, Specialist and Hourly Employees.

Launch Specialist will have the opportunity to bid after 6 months, however due to the importance of launch continuity and associated quality concerns; it has been agreed they will remain as Launch Specialists for the duration of the Launch Program before taking up their new jobs. These jobs will be back-filled with temporary postings in accordance with the provisions laid out under "Manning".

The parties recognize the importance of maintaining continuity of the launch group and agree that during periods of layoff the retention of employees directly tied

to the LX 2004 Launch (i.e.: Launch Specialists) out of line of seniority shall not constitute a violation of the layoff/recall provision of the agreement. During layoffs (or changeover) it is recognized that there may be some overtime required. It is not the intention of the Company to work overtime to the detriment of employees on layoff as a result of the changeover. Issues may be brought to the attention of the Human Resource Manager by the Plant Chairperson for review and discussion.

Launch Specialist overtime opportunities will be directed through the Management Launch Team on an as required basis, although the Launch Specialists will have no right to overtime outside of their job (Launch Specialist) on a day to day basis. It is agreed they will be offered the opportunity to work on their job or in conjunction with the core group when production runs other than Monday through Friday.

The pre-launch planning period at the Brampton Plant will commence January 2002. This period will be used to familiarize and train individuals regarding new product(s) and processes in plant as well as off site.

TRAINING

The parties recognize that in order to ensure the success of the new product(s), training of seniority employees will take place and in some instances may be determined by classification, department and skills and not strictly by seniority. Whenever possible seniority will apply. Such training may be conducted or continued during periods of layoff and the retention of employees out of line of seniority for training shall not constitute a violation of the layoff/recall provision of the agreement. However, whenever possible seniority will apply. The Elected New Technology Committee in conjunction with the Management Training Committee will determine, co-ordinate, schedule, implement and

evaluate the training required. The Company shall reserve the right to temporarily fill the jobs of employees assigned to training through temporary reassignments of other employees and or recall of laid off production employees. Preferred jobs will be posted where applicable as laid out in the Collective Agreement.

MANNING

During launch periods, the Company shall have the right to retain or recall employees according to operational needs. In other situations, departmental seniority will be the determining factor. Where a significant increase in workforce occurs, it is agreed that the Company and Union will develop a mass posting procedure for anticipated vacancies. Both parties agree that no new job posting will occur from September 1st (however, "back fill" postings for jobs previously posted will continue through their conclusion) through the first day of the month following the recall of both shifts. Vacancies created, as a result of attrition, will be filled through a canvass of base operators by seniority. Where there are no base operators in a department (i.e.: Material Handling), a canvass of base operators will be conducted plant wide. The parties agree these jobs will be posted once postings are reopened as above. The parties recognize and agree that open communication is of utmost importance to ensure the success of the new product.

Involvement of Brampton Assembly Plant current Core Group will be supplementary to the Launch Specialists, not in place of the Launch Specialists.

WORK STANDARDS

Any abuses will be brought immediately to the attention of the Area Manager and Human Resource Manager.

OVERTIME

Overtime distribution procedures will continue in effect wherever possible. The parties recognize that there will be situations during launch periods where the overtime distribution requirements cannot be met. These situations will be communicated to the committee person. Blatant abuses of overtime distribution may be brought to the immediate attention of the Human Resources Manager for resolution. All production overtime will be zeroed out effective the first day of the month following the recall of both shifts.

VOLUNTARY OVERTIME / PRODUCTION OFFSET

In order to recoup production lost during the launch periods or in order to maintain production volume to ensure maintaining or expanding market share for the new models, the Company and the Union will mutually agree on the method of satisfying such requirements.

VENDOR / SUPPLIER SUPPORT

The parties recognized the necessity for vendor / suppliers to be onsite prior to and during launch periods. The Vendor Support Letter 17.13 in the P&M as well as the Plant Support Agreement) shall prevail. Where variance from these letters is required it will be discussed with the affected Committee Person.

STAMPING PLANT

Given the need for home line try outs in Stamping during the pre-launch & launch period(s), Stamping may require rescheduling of existing shifts on a temporary basis as per section (8.17) of the P&M agreement. It was agreed that should shift changes be required there will be a departmental canvass conducted recognizing seniority, skills and abilities.

LAUNCH TIMING

In the event the launch timing is changed, dates referenced in this agreement will be respectively altered.

SUB / BENEFITS

Vacation Pay: For Purposes of this agreement, the Company agrees that employees placed on layoff status for the conversion period will earn the same credit toward payment in lieu of 2004 vacation which would have been earned had they not been on layoff status, during the period, provided that they honour recall.

Benefits: Health care (including dental) and group insurance coverage will be continued for employees on layoff during the conversion period.

SUB: During the conversion period, the Company agrees that there will be a maximum reduction of one (1) SUB credit unit for each SUB benefit paid, regardless of the state of the SUB fund for employees otherwise eligible for SUB.

PRODUCTION LAUNCH COORDINATOR

Following the signing of this agreement the Union will select a production Launch Coordinator for the duration of the Launch Program.

b) SKILLED TRADES LAUNCH AGREEMENT

LONGRANGE PLANNING AND TRAINING

The parties recognize that in order to ensure the success of the new product(s), training of seniority employees will take place and in some instances may be determined by classification and skills and not strictly by seniority, however whenever possible seniority will apply. Such training may be conducted or continued during periods of layoff and the retention of employees

out of line of seniority for training shall not constitute a violation of the layoff/recall provision of the agreement however, whenever possible seniority will apply. The New Technology Committee will determine, co-ordinate, schedule, implement and evaluate the training required. The Company shall reserve the right to temporarily fill the jobs of employees assigned to training through temporary reassignments of other employees and new hires.

Selection of Launch Team Trades will be posted trade specific by department. Postings will be limited to those tradespersons within the respective department. Successful bidders will be "locked in" to these positions for the duration of the launch period.

LAUNCH PERIODS

There shall be a phase in and/or launch period (hereinafter "launch period") which shall run six months after Job 1 of any model. If, for unforeseen circumstances, the end of launch period date needs to be extended beyond six (6) months after Job 1 of any model, the parties agree to meet prior to that date and fully discuss the reasons for such extension.

MANNING

It is further agreed that transfer of any skilled trades' employee will be suspended eighteen (18) months for training purposes. This "lock-in" period will be determined by training requirements.

WORK ALLOCATION LANGUAGE

It was therefore agreed that during the Model Launch period the Company would be permitted to move work elements with the understanding that no reduction in plant wide manpower levels would be realized within the 1st launch period. The parties further agreed that the

model work allocation period would begin with job #1 of the model launch period.

OVERTIME

Overtime distribution procedure will continue in effect as per the Brampton Assembly Skilled Trades Overtime Agreement. Any special circumstances involving exceptions to the overtime agreement will be discussed with the Skilled Trades Committee person prior to implementation.

VOLUNTARY OVERTIME / PRODUCTION OFFSET

In order to recoup lost production during the launch periods or in order to maintain production volume to ensure maintaining or expanding market share for the new models, the Company and the Union will mutually agree on the method of satisfying such requirements.

NEW EQUIPMENT – SERVICING

It is understood that employees of the equipment suppliers may maintain service, modify or adjust their equipment from the date of the Brampton Assembly Plant layoff until the end of the launch periods. Where such arrangements may be required beyond any launch period such requirements will be fully discussed with the Union. Where disputes arise as to the necessities of the equipment suppliers being required, every effort will be made to resolve the reason for the disputes. In further recognition of the need to provide quality training to Skilled Trades employees, employees will accompany and assist equipment supplier's representatives in their work.

STAMPING PLANT

With the necessity of home line try outs in the Stamping Plant during the pre-launch & launch period(s), the company and the union agree to discuss the possibility

of rescheduling shifts on a temporary basis as per section (8.17) of the P&M agreement.

AWS

Should there be a conflict between the terms of the AWS agreement and the Launch Agreement the terms of the AWS agreement shall prevail.

LAUNCH TIMING

In the event the launch timing is changed, dates referenced in this agreement will be respectively altered.

(18.2) Supplemental Agreement – Brampton Stamping

The parties hereby acknowledge that the terms and conditions of the agreement applicable to the Brampton Assembly Plant shall also apply to Stamping Plant employees except as hereinafter provided.

a) Wage / Job Classifications

Skilled Trade and non-skilled trade employees will be expected to work together to minimize downtime and to foster operational efficiency.

There shall be three (3) skilled trade classifications and one (1) non-skilled classification as follows:

- Skilled: > Millwright
- > Electrician
- > Tool & Die Maker

Stamping operation facility welding will be provided by welders from the main plant.

b) Skilled Trades

The parties discussed the utilization of skilled trade's employees in light of the size and type of operation wherein employees must utilize their full capabilities. Management committed to provide training to enhance the full utilization of each skilled trade's employee.

The Union recognizes and agrees that the servicing of the equipment will require the traditional overlapping of work between trades be broadened in the Stamping operation to ensure operational flexibility.

Should the displacement of any Stamping Plant skilled trade's employee impact upon the operational efficiency of the Stamping operation, the Company and Union agree to resolve the issue to mutual satisfaction.

In addition, the parties agreed that ongoing discussions will be held as appropriate to address matters of joint concern in a responsible manner.

(18.3) Floaters

The Company and the Union discussed the use of junior employees not assigned to full time operations floaters). The Company agreed these employees are to be used to cover long Term absences (S&A, W.S.I.B., & L.O.A.), and when not utilized for these absences will be utilized to cover casual absences in the zone that they are assigned to prior to a "B" Specialist going on the absentee job. Only in an emergency situation will the Company place a floater in the Pre-Delivery Area, and the Union Representative for the Area will be notified of such placement in a timely manner (one hour).

These junior floaters may be sent out of the zone or department before a Specialist, as required, to maintain other operational efficiencies.

Floaters will be placed on open jobs, by seniority, as they become available in the Department, and on-shift.

(18.4) CQAW Core Team

The Company and the Union - Local 1285 Brampton Unit, agree the Core Team currently consists of the following allocation:

BRAMPTON GENERAL

Non Production	1
Assembly	3
Paint	1
BIW	2
TOTAL	7

The parties agree that these jobs are for the purpose of furthering a joint union/management focus on improving product quality as outlined in the CHRYSLER QUALITY AWARENESS WORKSHOP MODULE provided to all hourly and salary employees.

The allocations as outlined above are considered temporary for the purpose of evaluating the effectiveness of these new assignments and may be reallocated by joint approval of the parties.

These new jobs will consist of a temporary classification CORE GROUP TECHNICIAN and will be paid the same hourly rate as that of a Production Specialist classification and will be reviewed at 1996 local negotiations.

In the event either party considers the allocation not effective, and/or joint reallocation cannot be achieved, either party may request, in writing, their intention to disband the CORE TEAM ten (10) days after providing written notice.

Specific job duties are to be flexible but focused on problem-solving in and between departments; to encourage participation on the EAR Program; to focus on quality priorities as determined by management; to log problem solving activities; to encourage data collecting as required to participate in any quality improvement activity.

CORE TEAM MEMBERS should be able to read and write English, understand and apply the CQAW problem-solving process; possess a strong self-initiative, and be able to do

occasional presentations to small groups and work cross functionally with all employee groups.

(18.5) Core Group – Employee Involvement

During negotiations the parties discussed the subject of continuous quality improvement through the effective utilization of the skills and abilities of all employees and specific problem solving initiatives from employee groups which generate measurable and meaningful results to demonstrate that the time and energy expended is worth the effort.

The Company and the Union agree that world-class quality supports each others objectives and that empowerment of employee groups should be a joint direction.

Notwithstanding this direction, the Company agrees to discuss opportunities to expand the current Core Group activities to ensure that all future training directions are parallel to any employee empowerment programs.

These empowerment programs may include areas of product quality improvement, scrap reduction, energy conservation, warranty reduction, and other areas which may improve the overall competitiveness of the organization, and provide opportunities of employee input.

Additionally, the intent of this joint direction is to provide the responsibility and autonomy of these groups so that they are largely self-directed in their activities which supports day-to-day operational objectives.

The Company and the Union agree to meet on a monthly basis to review these initiatives and collaborate on the ways and means to improve the effectiveness of these groups.

(18.6) PQX

- a) **Manpower Movement** - The parties agree that employees permanently placed on an operation by the Medical Placement Committee will not be moved to another operation without it having been reviewed by the Medical Placement Committee.

Further, in the event elements of the aforementioned job are under review for proposed changes, specifically the addition or change of work elements, the Medical Placement Committee will be advised of these changes prior to implementation.

- b) **Placement of PQX in Pre-Delivery** - During discussion with the Union regarding placement of PQX employees in the PDI (0223) area, it was agreed that PQX employees would only be place in Pre-Delivery through the Modified Work Program.

(18.7) Mechanical or Electrical Devices and Surveillance

In our recent negotiations the Union expressed some concern over the possibility that the Company might install mechanical or electronic devices that would be used as a surveillance of employees while they are performing their jobs.

The Company has no such equipment and has no plans to purchase such equipment. Further, the Company is willing to discuss in advance with appropriate Union Representatives any plans for installing any devices which employees might question or misunderstand as to their purpose and use. In such discussions the Company will describe the equipment and the purpose thereof so that its purpose and use will be understood.

(18.8) A W S Overtime

Notwithstanding, Paragraph 18.11 (b)(3),(ii)(a) of the Brampton Special Provisions it was agreed during 1999 negotiations that the Brampton Assembly Plant would provide notification of scheduling such overtime to employees before the beginning of the lunch period.

In addition employees who are entitled to 42 (forty-two) minutes relief will receive an additional 3 (three) minutes of relief at the end of the last break period during the shift.

The above scheduling pattern will be applicable when an entire area (B.I.W., Paint or Assembly) is required to work the additional 30 (thirty) minutes each day - up to 8.0 (eight) hours.

Partial area overtime requirements consistent with Paragraph 18.11(b) (3) (ii) (a) will be entitled to the 3 (three) minutes relief period at the end of the regularly scheduled 7 1/2 hour shift.

(18.9) Purges, Retro Fits, & Upgrade Work

During negotiations, the Union requested that purges, retrofits and upgrade work to Brampton containment vehicles in offsite storage yards be work performed by CAW Local 1285 members. The Company agreed that such work would be performed by CAW Local 1285 Brampton Unit members (with engineering technical support) provided the work in question is within their normal responsibilities and can be performed in a timely manner in order to meet customer demand.

The Company recognizes the Union's desire to maintain work in house, thus, in unusual circumstances where such work could not be performed as outlined above, Management agrees to meet the Union prior to determining the final disposition of the vehicles.

GENERAL FACILITIES & EQUIPMENT

(18.10) Enclosed Eating Areas

During Negotiations, the Company agreed to enclose the following eating areas to address employees personal comfort concerns.

Body	C05 - East Body expansion. R5 - Across from Stamping
Paint	D21 - Sealer decks (non-smoking only)
Assembly	T35 - Second floor enclosed eating area with washrooms in the vicinity of column T35.

Facilitation of the above noted areas will be completed before the end of the 2000 Christmas shutdown. Furthermore, air conditioning and partitioning of smoking areas (vented to the outside) will be provided as part of the enclosures.

(18.11) Fountains, Microwaves and Vending Equipment

The Company agrees to install the following facilities:

Microwaves – 13

- Trim Engine	1
- Final Door Line	1
- Westhead	1
- Paint Shop Black-out Booth	1
- Pre-Delivery North End	1
- West Cafeteria	4
- East Cafeteria	4

Television -8- for general viewing and in-plant communications.

- West Cafeteria	4
- East Cafeteria	4

BRAMPTON GENERAL FACILITIES & EQUIPMENT

Vending Machines (dependent on sales)

- Food vending to be provided in selected remote satellite areas.
- East and West Cafeteria
- Hot/cold drink and food vending to be provided.

Water Fountains will be installed as required in main bunker-style eating areas.

(18.12) Ice Machines

The Company agrees to maintain one (1) ice machine in each full service cafeteria.

(18.13) Picnic Tables

The Company agrees to provide picnic tables for employee use outside at all main plant entrances. Additionally, the Plant Chairperson may raise with the Human Resources Manager the need for additional picnic tables in specific locations. The placement of such additional tables will be at the discretion of Management. Employees using such tables will be responsible for maintaining the cleanliness of the tables and the surrounding areas. Failure to do so will result in the removal of these tables. (c12)

(18.15) Toll-Free Number

The Company will have installed a toll-free number to be effective January 1, 1994 for use for absentee call-in. The Union agrees to promote the use of this system for purposes of absentee controls.

(18.16) Union Office – Equipment

The Company agrees to provide the Union office with a fax machine, personal computer and a printer as expeditiously as possible.

(18.21) CAW Benefits Office

The Union raised their concern regarding the need of privacy for their C.A.W. benefits representative due to the

BRAMPTON GENERAL FACILITIES & EQUIPMENT

confidential nature of employee information. As a result, the Company and Union mutually agreed to find an acceptable location for this purpose following ratification. It was further agreed that the Company would provide the new office with a printer, fax machine, photocopier, and a lockable filing cabinet.

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**2009 Addendum Agreement to the 2008
Production & Maintenance Agreement**

between

Chrysler Canada Inc.

and the

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)**

**AGREEMENT BETWEEN
CHRYSLER CANADA INC.
AND
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA**

APRIL 24, 2009

The Company and the Union have agreed to the terms set forth in this Agreement (including its attachments). This Agreement shall constitute an Addendum to the 2008 Production and Maintenance Agreement between Chrysler Canada Inc and the National Automobile, Aerospace, Transportation And General Workers Union of Canada (CAW-Canada).

With respect to the terms of the attached Memorandum of Understanding calling for suspensions/eliminations of compensation or benefits, or other amendments to existing contractual provisions, the amendments and/or suspensions/eliminations will last until the expiration of the 2008 Production and Maintenance Agreement or unless otherwise modified or terminated by mutual agreement of the parties.

The parties have agreed that the current 2008 Production and Maintenance Agreement and all attached Supplemental Agreements will be extended one (1) year from the expiration date of September 14, 2011 and shall continue in full force and effect until 11:59 pm on September 17, 2012 when it shall automatically terminate.

This addendum shall become effective at the beginning of the first pay period following receipt of notice of ratification by the Company from the Union as well as the receipt of Financial assistance and acceptance of Chrysler Canada's viability plan from both the Federal and Provincial Governments and shall continue in full force and effect until 11:59 p.m., September 17, 2012.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

**MEMORANDUM OF UNDERSTANDING
RE: TUITION REFUND**

The parties agree to eliminate Section (16.20) Tuition Refund outlined in the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) for courses commencing on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING
RE: HOLIDAYS DESIGNATED**

With the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada – (CAW-Canada), Section (12.1) Holidays Designated shall include:

October 10, 2011	Thanksgiving Day
November 11, 2011	Remembrance Day
December 26, 2011 December 27, 2011 December 28, 2011 December 29, 2011 December 30, 2011 January 2, 2012	Christmas Holiday Period
April 6, 2012	Good Friday
April 9, 2012	Monday after Easter
May 18, 2012	Friday before Victoria Day
May 21, 2012	Victoria Day
June 29, 2012	Canada Day
August 31, 2012	Friday before Labour Day
September 3, 2012	Labour Day

Brampton employees will not observe the November 11, 2011 holiday but instead will observe the October 7, 2011 holiday.

Etobicoke employees will not observe the November 11, 2011 holiday but instead, will observe the August 6, 2012 holiday.

**MEMORANDUM OF UNDERSTANDING
RE: HOLIDAY PAY ELIGIBILITY**

With the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation And General Workers Agreement (CAW – Canada), Section (12.2) (d) Eligibility is amended to include the following dates:

- Saturday, December 24, 2011
- Sunday, December 25, 2011
- Saturday, December 31, 2011
- Sunday, January 1, 2012

**MEMORANDUM OF UNDERSTANDING
RE: CHRISTMAS BONUS**

As part of an effort to offset the cost of retiree health care, the parties agree to eliminate Section (12.17) Christmas Bonus - \$1,700 attached to the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with the date of this agreement.

**MEMORANDUM OF UNDERSTANDING
RE: NEW VEHICLE DISCOUNT PROGRAM**

The parties agree to eliminate Section (10.28) New Vehicle Discount Program in the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and

the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with vehicles purchased on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING
RE: SCHEDULED PAID ABSENCE**

The parties agree to eliminate Section (13.4) Scheduled Paid Absence (SPA), Section (13.5) Administrative Procedures of the SPA Program, Section (13.12) SPA Administration during Layoff and all other references to SPA in the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada).

The elimination of SPA replacements will qualify as a restructuring event (permanent job loss) and will be carried out in accordance with Letter (17.11) – Restructuring – Job and Income Protection and will be subject to the provisions of Letter (17.6) Retirement Allowance Option – Job & Income Protection Plan of the 2008 Production and Maintenance Agreement.

**MEMORANDUM OF UNDERSTANDING
RE: VACATION SCHEDULE**

As a result of the elimination of SPA, the Basic Payment In Lieu of Vacation with Pay Table in Section (13.2) – Payment Schedules will be amended as follows commencing with the June 2009 – May 2010 vacation eligibility year (payable June 2010).

Seniority on June 30 of the Vacation Eligibility Year	Basic Payment in Lieu of Vacation With Pay	Paid Absence Allowance
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

- For employees hired prior to the effective date of this agreement, add (40) hours to reflect the conversion of (1) week of SPA.

**MEMORANDUM OF UNDERSTANDING
RE: COLA ADJUSTMENT**

With the extension of the 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada), the following represents changes to Section (9.2) Cost-of-Living-Allowance (COLA).

Section 9.2(b) shall be replaced with:

Effective with the adjustment scheduled for June 2012, the cost-of-living-allowance shall be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002=100)

Effective at Beginning of First Pay Period Commencing on or After:	Based on Three-Month Average of the Consumer Price Index for:
June 1, 2012	February, March and April, 2012

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.

Section 9.2(c)(2) shall be replaced with:

The amount of the cost-of-living-allowance effective the beginning of the pay period commencing September 22, 2008 and ending June 3, 2012 shall be five cents (5¢) per hour.

Section 9.2(c)(3) shall be replaced with:

Effective June 4, 2012, the cost-of-living-allowance shall be adjusted as follows:

Section 9.2(c)(3)(i) shall be replaced with:

The COLA base is the average of the November, December 2011 and January 2012 Canadian Consumer Price Index (2002=100).

Section 9.2(c)(3)(ii) shall be replaced with:

There will be a one cent (1¢) adjustment for each 0.038 change in the average index from the COLA base until August 31, 2012.

**MEMORANDUM OF UNDERSTANDING
RE: WAGE INCREASES**

The parties agree that the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc and the National Automobile, Aerospace,

Transportation and General Workers Union of Canada (CAW-Canada) to September 17, 2012 includes an extension to Section (9.1) Wage Increases for the entire term of this Agreement.

This memorandum confirms that the regular base rate for each classification covered by the above agreements shall remain the same at the expiration of this agreement between the company and the union.

**MEMORANDUM OF UNDERSTANDING
RE: DEPENDENT CHILDREN SCHOLARSHIP PROGRAM**

The parties agree to reduce the Dependent Children Scholarship to eligible dependent children, provided for in Section (10.26) Dependent Children Scholarship Program from \$1,500 to \$1,300 per year.

This reduction in payment will be effective for courses commencing on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING
RE: SPECIAL CONTINGENCY FUND**

The parties have agreed to reduce expenses associated with the funds covered by the Special Contingency Fund (SCF) covered by the following actions:

- a) Effective September 17, 2009, the Training Fund National Training Committee Section (16.2) shall be restructured to fund a total 28 hours per active employee over the balance of this agreement that will consist of 24 hours of training and 4 hours of administration. Funding from this program shall be reduced proportionately to a total of \$13,747,274 over the remaining three years of the 2008 Production and Maintenance Agreement (P&M).
- b) Effective September 17, 2009, the funding for the

balance of the programs covered under the SCF (including the funds contained in P&M Section (10.21) Memorandum of Understanding Special Contingency Fund, P&M Section (10.23) Wellness, Childcare Facility Subsidy, Legal Services and National Coordinators) shall be reduced on a negotiated timetable and restructuring of the foregoing over the balance of this agreement. The combined savings must equal an average of \$750,000 per year over the remaining three years of the 2008 Agreement.

- c) Within 90 days of the effective date of this agreement, the parties will negotiate a timetable specifying the precise measures that will be implemented to achieve the commitments specified in (b) above.
- d) Should the hours worked by active employees fall significantly below the hours forecasted by the Company (ie. workforce reduction) to be worked during 2009 through 2011, the cost savings target specified in (b) above, will be proportionately reduced.
- e) Within 90 days of the implementation of this agreement, the parties will convene a joint committee to review the legal services plan to address its funding status, structure, benefit coverage, financial sustainability and taxable status, with the goal of implementing measures to reduce the cost of its services,

**MEMORANDUM OF UNDERSTANDING
RE: SOCIAL JUSTICE FUND**

With the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada), the

contribution table in Section (10.18) Social Justice Fund will be amended as follows:

Hours Worked	Payment Date
09/26/11 – 12/25/11	01/31/12
12/26/11 – 03/25/12	04/30/12
03/26/12 – 06/24/12	07/31/12
06/25/12 – 09/23/12	10/31/12

**MEMORANDUM OF UNDERSTANDING
RE: CAW LEADERSHIP TRAINING PROGRAM**

With the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada), the contribution table in Section (16.18) CAW Leadership Training Program will be amended as follows:

Hours Worked	Payment Date
09/26/11 – 12/25/11	01/31/12
12/26/11 – 03/25/12	04/30/12
03/26/12 – 06/24/12	07/31/12
06/25/12 – 09/23/12	10/31/12

**MEMORANDUM OF UNDERSTANDING
RE: \$3,500 PAYMENT**

The parties agree to delete the Unpublished Letter pertaining to the \$3,500 payment (vacation buy-down) included in the 2008 Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with the date of this agreement.

MEMORANDUM OF UNDERSTANDING
RE: RESTRUCTURING EVENTS AND INCENTIVES

The parties have agreed to modifications in Section (17.6) – Retirement Allowance Option – Job and Income Protection Plan due to events outlined in Section (17.11) Restructuring – Job and Income Protection in the 2008 Production and Maintenance Agreement.

This memorandum confirms that previous negotiated language applying to all restructuring events announced or permitted under the 2008 Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) are protected, and those existing agreed terms will continue to apply to those events. For Chrysler Canada these announced or permitted events are:

- The potential closure of the Etobicoke Casting Plant covered by the unpublished letter signed May 15, 2008
- The outsourcing of janitorial services at Windsor Assembly Plant and Etobicoke Casting Plant covered in the Production and Maintenance Agreement dated May 15, 2008
- Return to standard operations (2 shifts) at Windsor Assembly Plant if enacted during the notice period provided under the Employment Standards Act (Form1) dated March 6, 2009 or within the year immediately following the expiry or cancellation of said notice
- Elimination of SPA replacements as specified in the MOU – Scheduled Paid Absence Elimination included in this Addendum

For any future restructuring events, as defined in Section (17.11), that have not already been announced, the retirement allowance under Section (17.6) will consist of a

lump sum payment of \$50,000 for production employees and \$60,000 for skilled trades employees. In addition, a \$20,000 new vehicle voucher will be provided.

**MEMORANDUM OF UNDERSTANDING
RE: NEW ENTRY LEVEL EMPLOYEE**

The parties have agreed that New Entry Level Employees hired on or after the date of this agreement will be subject to the wage, benefit and pension provisions outlined below notwithstanding all other provisions specified in the 2008 Agreements.

Wage Progression

- Hired at 70% of the full base rate of the applicable job classification
- 1st year anniversary date – increase to 75% of the full base rate
- 2nd year anniversary date – increase to 80% of the full base rate
- 3rd year anniversary date – increase to 85% of the full base rate
- 4th year anniversary date – increase to 90% of the full base rate
- 5th year anniversary date – increase to 95% of the full base rate
- 6th year anniversary date – increase to 100% of the full base rate

Cost of Living Allowance (COLA)

- Not eligible for COLA until 3rd year anniversary date

Supplemental Unemployment Benefit (SUB)

- Not eligible for SUB payments until 3rd year anniversary date
- SUB credit unit accrual begins after 1st anniversary date at ¼ credit unit per week worked for the subsequent 18 months, then ½ credit unit per week worked thereafter
- Employees with at least three (3) years of seniority

but less than ten (10) years of seniority shall be eligible to receive SUB benefits for a maximum of 26 weeks at the current 65% of weekly straight-time pay. For up to the next 26 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.

- Employees with at least ten (10) but less than twenty (20) years of seniority shall be eligible to receive SUB benefits for a maximum of 39 weeks at the current 65% of weekly straight-time pay. For up to the next 39 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.
- Employees with twenty (20) or more years of seniority shall be eligible to receive SUB benefits for a maximum of 52 weeks at the current 65% of weekly straight-time pay. For up to the next 52 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.

Short Work Week (SWW)

- Not eligible for short work week payments until 3rd year anniversary date

Retiree Health Care

- Coverage will be subject to the provisions of the 2008 P&M Agreement unless altered by a Health Care Trust (HCT)

Pension

- Any employee hired on or after the effective date of this agreement will contribute one dollar (\$1.00) per hour worked toward the existing defined benefit plan effective January 1, 2010
- Pension credited service is capped at a maximum of 30 years for employees hired on or after the effective date of this agreement

All other contractual rights and benefit entitlement will be consistent with the 2008 Agreement.

**MEMORANDUM OF UNDERSTANDING
RE: WORLD CLASS MANUFACTURING
IMPLEMENTATION**

The Parties recognize the significant need for and the opportunity associated with the implementation of a world-class business model, especially as it relates to Chrysler's manufacturing activities.

The proposed alliance with Fiat will provide Chrysler with access to Fiat's World Class Manufacturing processes and procedures. The Company and the Union understand that its adoption is one key element in the development of a robust and profitable automotive manufacturing company.

Given the high degree of globalization within the automotive industry, a successful business model requires the elimination of ineffective and/or inefficient aspects of our manufacturing processes that are historical residues of past practices. Therefore it is imperative that we accelerate the full implementation of our current Workplace Organization Model (WOM) (Team-based Infrastructure) and simultaneously introduce and implement Fiat's World Class Manufacturing System. This approach will enable us to achieve, with speed and precision, the following objectives:

- a) World class operational efficiencies in all North American facilities,
- b) World class leading edge work practices that will result in further efficiencies, including overtime equalization which will occur within the team, anyone in the zone by low hours, anyone in the department by low hours (skills and abilities continue to apply),
- c) The necessary conditions for continued capital investments in North American manufacturing,
- d) Improved skills in the manufacturing workforce, and
- e) A profitable enterprise with aligned goals.

These objectives will require full implementation and an immediate commitment to be fully operational by December 23, 2009, of the following key measures:

- **Non-Skilled Labour Classifications** - Consistent with WOM and Fiat's World Class Manufacturing, the parties will implement a team based structure which consists of two non-skilled labour classifications identified as Team Leader and Team Member. Consistent with this environment, team rotation will be implemented and future open team positions will be bid accordingly.

The Parties recognize that some progress has been made through the implementation of WOM and Lean Manufacturing at many of our facilities. Consequently, the uniform, complete, and immediate application of the provisions of WOM and Lean Manufacturing are the base requirements as we implement the Fiat World Class Manufacturing System and are prerequisites for both continuing and future investment at each facility

BRAMPTON ASSEMBLY PLANT SKILLED TRADES WORK GROUPS

The Electrical Work Group will consist of the following apprenticeable trades:

- #5666 Electrician

The Mechanical Work Group will consist of the following apprenticeable trades:

- #5550 Tool and Die Maker
- #5641 Millwright

The following apprenticeable trades will be red circled and the work absorbed into the Millwright classification #5641.

- #6285 Welder Tool and Die
- #5733 Carpenter – Painter – Glazier

BRAMPTON - WORLD CLASS MANUFACTURING IMPLEMENTATION SKILLED TRADES WORK GROUPS

Exceptions to the Skilled Trades Work Group Initiative:

Brampton - #5922 Compressor Operator/Stationary
Engineer
#5927 Engineer - Steam

For the remaining skilled trades classifications 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.

MEMORANDUM OF UNDERSTANDING RE: 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 Chrysler 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 Chrysler Canada Ltd.
2. Firms operating within the supplier park will voluntarily recognize the CAW 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 provisions will apply.

3. Supplier park activity is not subject to any of the conditions of the National or Local collective agreements between Chrysler Canada and the CAW (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 the CAW 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 Chrysler Canada-CAW collective agreements. Supplier park employees will have no bumping rights into the operations of other independent companies operating within the supplier park.
6. Chrysler employees on permanent layoff with no prospect of recall may apply for work in the supplier park. No laid-off Chrysler employee is obliged to accept a position in the supplier park, and they retain their full Chrysler recall rights in any event.
7. Chrysler Canada Ltd. and the CAW 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.

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, Chrysler Canada may identify or establish another independent company to perform this work.
12. Chrysler Canada Inc. 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 CAW-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 Chrysler Canada Inc. and both the National CAW and the CAW Local Union.

**MEMORANDUM OF UNDERSTANDING
RE: 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. and Brampton Special Provisions Letter 18.11 – Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S., the parties agree that the amount of relief time made available to employees assigned to vehicle and engine line assembly operations 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.

**MEMORANDUM OF UNDERSTANDING
RE: RELIEF TIME IMPLEMENTATION**

It was agreed that the local parties would be provided adequate time after ratification to implement the forty (40) minute relief pattern, as outlined in the Memorandum of Understanding Re: Relief Time, signed April 23, 2009.

**MEMORANDUM OF UNDERSTANDING
RE: SUPPLEMENTAL AGREEMENT TEMPORARY PART-
TIME EMPLOYEES**

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. The daily number of TPT's that may be utilized under this expanded concept will be

limited to 150 at Windsor Assembly Plant and 150 at the Brampton Assembly Plant.

**MEMORANDUM OF UNDERSTANDING
RE: TEMPORARY PART-TIME (TPT) EMPLOYEES -
OVERTIME PREMIUM PAY**

Notwithstanding Section 18.4 – Supplemental Agreement Temporary Part-Time Employees, the parties agree that TPT employees hired on or after the effective date of this agreement will be paid overtime premium only after forty (40) hours have been worked in any scheduled work week.

This understanding does not apply to full time employees exercising their right to become a TPT employee.

**MEMORANDUM OF UNDERSTANDING
RE: CORE TEAM – BRAMPTON ASSEMBLY PLANT**

In light of the current economic challenges, the Company must continue to reduce costs to secure its long term viability.

As a result, in accordance with Section 18.4 CQAW Core Team in the Brampton Assembly Plant Local Agreement, the Company is providing written notification advising the Local Union of its intent to disband the Core Team. While the Agreement stipulates the team is to be disbanded within ten (10) days following receipt of notice, current launch activities may delay such timing. The Company will reduce the Core Team positions consistent with Launch requirements, however, timing is not anticipated to last beyond September 30, 2009.

It is understood that business conditions may result in the need to repopulate the Core Team on a temporary basis. In that event the Company and the Union will meet to establish temporary postings.

**MEMORANDUM OF UNDERSTANDING
RE: DISCRETIONARY MANPOWER REDUCTIONS –
BRAMPTON ASSEMBLY PLANT**

The Company is providing notification that the following 12 discretionary positions will be eliminated as we work to secure the long-term viability of Chrysler. These positions will be eliminated no later than the date identified below. Local Management will advise the Local Union Leadership of the individuals affected and provide placement opportunity consistent with the seniority provisions as outlined in the P&M Agreement.

Position:

- (1) Communications Coordinator June 30, 2009
- (1) Union Awareness Coordinator Sept. 31, 2009
- (4) Union Awareness Trainers Sept. 31, 2009
- (1) MQAS Representative June 30, 2009
- (5) TMS Coordinators June 30, 2009

Additionally, the following non-discretionary positions will work production and only function as required:

- Woman's Advocate Representative
- Third Shift Committeeperson

It is understood that business conditions may result in the need to repopulate the discretionary positions. In that event the Company and the Union will meet to establish temporary postings.

**MEMORANDUM OF UNDERSTANDING
RE: MATERIAL HANDLERS - NET LINE SPEED AND
BRAMPTON BLOCK TIMES**

The current economic environment has led the Company to review all existing practices, in an effort to ensure its long term viability.

To that end, this letter will serve as formal notification that the Company and Union have agreed to a meeting within (120) days to work toward improving the current practice of using gross line speed and Brampton block times when establishing indirect labour work assignments.

The Plant HR Manager and Local Plant Chair will schedule the meeting with the appropriate personnel, including Plant and Corporate Industrial Engineers and the Local Time Study Representative. Improvements are to be implemented within (60) days following the meeting.