Collective Agreement Between

General Motors of Canada Boisbriand and

CAW Local 1163

Begins: 28/Oct/1996

Terminates: 21/Sep/1999

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LOCAL
A G R E E M E N T S
BETWEEN
GENERAL MOTORS OF CANADA LIMITED
BOISBRIAND
QUEBEC
AND
LOCAL NO. 1163, CAW
BOISBRIAND, QUEBEC
DATED OCTOBER 28, 1996

PREFACE

The masculine personal pronouns used throughout these Local Agreements are applicable to all employees, male and female.

 \mbox{All} recently revised and new language is highlighted by underlining.

MEMORANDUM OF LOCAL

SENIORITY AGREEMENT

entered into

this October 28. 1996

BETWEEN

General Motors of Canada Limited, P.O. Box 660, Boisbriand, Quebec Hereinafter referred to as the Company

AND

National Automobile, Aerospace, <u>Transportation</u> and <u>General</u> Workers Union of Canada (CAW • Canada), and its Local No. 1163,
82 Grande Cote, Boisbriand, Quebec. Hereinafter referred to as the Union.

WHEREAS

the parties, together with other parties, entered into an agreement dated this <u>October</u> **28**. **1996** (hereinafter referred to as the "Master Agreement"); and

WHEREAS

the said Master Agreement contemplates that certain matters pertaining to Seniority may be the subject of local agreement, which matters are herewith made the subject of this Local Seniority Agreement.

WITNESSETH:

GENERAL PROVISIONS

(1:01) Seniority rights shall be exercisable in Non-Interchangeable occupational Seniority Groups and General Seniority Groups as set out in the Flow Charts attached hereto.

(1:02) A master seniority record will be kept in the Employment Office and in the Labour Relations Department Office. The Chairman and other bonafide Union Representatives may have access to it at any reasonable time during regular working hours, on production shifts.

TRANSFERS

(1:03) For the purpose of applying this paragraph, all permanent transfers will be effective as of the day of transfer. Provided, however, that on transfers occuring due to the layoff and recall provisions of the Local Seniority Agreement, or pursuant to the terms of Paragraphs 61 and 62 of the Master Agreement and paragraph 1:06 of the Local Agreement, **a** seniority employee will establish his seniority rights in the non-interchangeable group to which he is transferred as of the date he is physically transferred.

(1:04) Employees transferred from the bargaining unit prior to March 1, 1977 will accumulate seniority up to that date, providing service with the Company remains unbroken. Employees transferred March 1, 1977 and subsequent thereto will only exercise the seniority accumulated while in the bargaining unit. Such an employee shall return to the general seniority group.

LAYOFF AND RECALL PROVISIONS TO ANOTHER DEPARTMENT OR LAYOFF FROM THE PLANT AND RECALL TO ANOTHER DEPARTMENT

(1:05)(a)(1) An employee, who is laid off from his Department and is either transferred pursuant to the layoff and recall provisions to another Department or is laid off

from the plant and recalled to work in another Department **may**, **provided** that **he has one** (1) **or** more year seniority, return to the General Seniority Group in his former Department. Such employee shall be returned to his former General Seniority Group, and **his** seniority rights shall be immediately established in the general seniority group to which he is transferred, if no such opening occurs within a period of three (3) months from the date of the employee's initial layoff.

(1:05)(a)(2) For purposes of applying the layoff and recall provisions contained in this agreement, an employee classified Assembly Technician in Quality Assurance (C-9), and Material Handling (A-2), an employee classified G.M.S. in the unskilled Maintenance Department (V-8), shall be considered as part of the general seniority group of his department. Therefore, in the event of a recall in accordance with the provisions of paragraph 1:05(a)(1) of the Local Seniority group of his former department.

(1:05)(a)(3) For purposes of applying paragraph 1:05, Support Technicians assigned to work units as described in the "Work Unit Concept" document attached to this agreement and Support Technicians belonging to the departmental training pool are in distinct non-interchangeable seniority groups.

(1:05)(a)(4) Skilled trades employees laid off from their classification will be laid off as per their seniority within their trade classification and will be recalled to their classification. by trade seniority order, as soon as work becomes available in their classification.

LAYOFF PROVISIONS WITHIN A DEPARTMENT

(1:05)(b) Employees, who prior to the reduction in force exercised seniority rights in Non-Interchangeable Occupational Seniority Groups and who have been recalled to another Non-Interchangeable Occupational Seniority Group in accordance with their flow rights or to the General Seniority Group, shall be entitled in line with their seniority

to fill openings in their previous Non-Interchangeable Occupational Senority Groups according to their flow rights provided such openings occur within a period of three (3) months following the reductions in force.

LAYOFF AND RECALL PROVISIONS IN THE EVENT OF A SHIFT REDUCTION

(1:05)(c) In the event of a shift reduction, recall rights of laid-off employees will be of eighteen (18) months. This eighteen month period commences as of the date of the shift reduction and ends when the eighteen (18) month period will be over.

For the purpose of applying for such lay-off, the following procedure will apply :

Any employee from any laid off shift, his department and/or his classification, either at the beginning or within the eighteen (18) month period will keep his recall right which will extend from the beginning of his layoff and will end when the shift is recalled provided that the recall occurs within the eighteen (18) month period.

Recall rights will have priority to fill the openings for a six (6) month period as from the date of the layoff. Thereafter, transfer r

these openings by seniority with the exception of a recall of a laid-off shift where recall rights will have priority and transfer requests (1.06) will be nut on hold for a thirty (30) day period as from the date of the recall of this shift to fill exist

<u>May 1st. 1997".</u>

(1:05)(d) An employee who has been laid **cff**, according to Paragraph 1:05(b), from a Non-Interchangeable Occupational Seniority Group may first exercise his seniority rights within his classification on another shift, in his department only.

However, he may refuse to be displaced from <u>one</u> shift <u>to</u> <u>mother shift</u>. In such a case, it is understood that an employee who has refused to be displaced from one shift to another within his Non-Interchangeable Occupational Seniority Group will have <u>maintain his</u> recall right to <u>the</u> shift he has been laid <u>off</u> but will have not recall right on <u>another shift as per</u> the provisions of <u>paragraph 1:05(b)</u>, unless the memorandum of understanding pertaining to plant seniority levelling (<u>as per paragraph 1:10</u>) becomes applicable.

An employee having <u>unsufficient</u> seniority at the time of the layoff from a Non-interchangeable Occupational Group to **displace** on the other shift within his Non-interchangeable Occupational Group, will exercise his seniority rights on the **shift** from which he was laid off but will have no recall right on the other **shift** within his Non-interchangeable Occupational group unless an opening occurs in the Noninterchangeable Occupational Group on this shift. **This** opening will be offered to the employee having the most seniority within the <u>employees having applied</u> or to the employee who did not detain sufficient seniority to displace on the other shift during the length of his recall right.

(1:05)(e) An employee who has recall rights in accordance with paragraph 1:05 of the Local Seniority Agreement must have sufficient seniority to be maintained on the day shift before exercising his recall right on that shift.

INTER-DEPARTMENTAL TRANSFERS

(1:06)(a) In accordance with the provisions of paragraph 62(c) of the Master Agreement, the following provisions will apply to transfers outside the department.

1. Transfer application to fill permanent openings or any openings of sixty (60) days or more may be made at the supervisor's office on **forms** provided by the Company.

2. An employee may, at any time, have transfer application form at the supervisor's office. The employee may cancel or

replace **this** form at any time. The supervisor will initial the form, give **a** copy to the employee and forward the other copy to the employment office without delay.

3. An employee transferred or offered **a** transfer in accordance with these provisions may fill another transfer application but will not be eligible according to these provisions for **a** period of three (3) months from the date of such transfer or offered transfer.

4. The Company will try its best to do department transfers before the second Monday following the date this transfer has been accepted <u>but</u>. in all cases at the latest on the third <u>Monday</u>. Problems due to this <u>application</u> will be discussed between the <u>parties</u>.

5. None of these provisions will apply to V-8 Department (Skilled Trades).

6. **An** employee transferred to another department in accordance with this paragraph may, within five (5) days, after showing to the Company that he cannot adjust to his new department, return to his former department to the lowest seniority job.

7. On March 31st of each year, the Company will post **a** bulletin advising employees that on the first of May, all outstanding transfer applications filed before the first of April of the current year will be cancelled and will need to be renewed in order to remain valid.

(1:06)(b) Pursuant to the provisions of paragraph $\delta 2(a)$ of the Master Agreement, the following provisions will apply for transfer inside the department by shift.

 $1.(\underline{a})$ All permanent openings will be posted at everybody's sight at the supervisor's office of the department for a period of two (2) working days as of the opening date.

(b) When an opening to be filled by transfer applications as stated in paragraph 1:06(b), the posting of this opening will occur on the last working day of the week the opening occurred

2.(a) Transfer applications to fill permanent openings or any opening of sixty (60) days or more in the department will be submitted at the supervisor's office on forms provided by the Company.

(b) For an employee on sick leave as per paragraph 1:19 of the Local Agreement. the sixtieth (60th) day will be considered as the last day of the week (posting day).

3. Among applicants for such opening, the transfer will be offered to the employee with the most seniority in the department and his name will be visibly posted at each supervisor's office in the Department.

4. In order to be eligible for these provisions, an employee must be physically part of that department and shift, prior **to** the posting.

4.(a) Employees placed according to paragraph 65 of the Master Agreement can apply as per paragraph 1:06(b) in their department of origin.

5. If no employee in the department applies, applications according to paragraph 1:06(a) will be considered.

6. An employee transferred or offered **a** transfer in accordance with these provisions will not be eligible for another transfer for **a** period of three (3) months from the date of such transfer or such offer to transfer. However, an employee who is transferred, and then displaced from his new job within **a** three (3) month period, shall become eligible for these provisions.

7. None of these provisions shall invalidate the provisions relative to seniority in paragaphs 1:06(a) and 3:12 of the Local Agreement.

(1:06)(c) Any permanent opening in a non-interchangeable occupational group within the Material Handling, Quality-Assurance and Maintenance (non-skilled) departments will be filled in the following order:

(1) By the most senior employee having made application in accordance with the provisions of paragraph 62 of the Master Agreement among the employees of the Department.

(2) Thereafter, the opening created will be posted in accordance with paragraph 1:06(b) of the Local Agreement. The employee having requested a transfer in accordance with the provisions of paragr and having the most seniority amongst employees of the Department will fill the opening.

(3) In the event none of the employees of the department where the permanent opening exists have applied for a transfer, such a permanent opening will be filled by the employee from outside the department having made application in accordance with the procedure established in paragraph (1:06)(a).

(4) Any transfer wanted to Support Technicians (ST), Support Technicians (Bank) (ST(B)) in accordance with paragraph 1:06(b)(2), will establish another primary opening as with paragraph 1:06(b)(1). Thereafter, the opening created will be filled by the employee from outside the department having applied in accordance with the established procedure as set forth in paragraph 1:06(a) of the Local Agreement.

(1:06)(d) It is understood that there will be no fixed on-thejob training period associated with employee moves. The duration of the training will vary with to the task.

LAYOFF AND RECALL PROVISIONS

(1:07) No seniority employee shall be laid **off** while probationary employees are retained at work.

LAYOFF AND RECALL PROVISIONS -TEMPORARY

(1:08) In the event of a reduction in force within a seniority group which does not exceed the balance of a shift and one

(1) working day, employees will be laid off as the jobs to which they are assigned are completed and will be returned to work as such jobs resume operation.

LAYOFF AND RECALL, OTHER THAN COVERED BY THE PROVISIONS OF PARAGRAPH 1:08 OF TEE LOCAL AGREEMENT

(1:09) LAYOFF, RECALL AND RESIGNATION PROVISIONS

(1:09)(a) In the event of a reduction in force, those employees having the least seniority shall be reduced in accordance with the flow charts set forth in this agreement.

Should an employee not have sufficient seniority to remain in **his** department in accordance with such flow charts, he shall exercise his seniority in the general group plant-wide, this being subject to the "Memorandum of Understanding **on** the Levelling of Seniority".

If such employee is laid off from the plant, he will be recalled /in accordance with Paragraph 1:05 of the Local Seniority Agreement.

(1:09)(b)(1) All layoff, recall and resignation provisions apply to Support Technicians (Training pool), except paragraphs 1:09(b)(2), 1:09(c) and 1:09(d).

(1:09)(b)(2) In the event of a reduction in force, an employee classified as Support Technician may displace, seniority permitting, the lowest seniority Support Technician in his Group or his department. Thereafter, he shall:

(1) displace the TS (Training Pool) with the least seniority in accordance with the flowcharts, or,

(2) displace the employee with the least seniority amongst the other non-interchangeable seniority groups in accordance with the flowcharts.

(1:09)(b)(3) In the event of a reduction in force, employees classified as Support Technician (training pool) will displace, seniority permitting, the employee with the least seniority amongst non-interchangeable seniority groups, in accordance with the flowcharts set forth in this agreement.

(1:09)(c) In the event of a reduction in force, an employee classified **as** Assembly Technician - Special may choose to displace the lowest seniority employee classified **as** Assembly Technician - Special of his non-interchangeable occupational seniority group within his Work Unit, his group or his department.

(1:09)(d) In the event of a reduction in force, employees classified as Support Technician α Assembly Technician - Special may, choose to resign from their classification by stating so on an Application for Movement. Such employees shall choose to displace, seniority permitting, the Assembly Technician with the lowest seniority within their Work Unit, or their group or their department. In the case of a layoff in <u>re Services Departments (V8 - non-specialized, A2, C9 and F1)</u>, such employees shall choose to displace the employee with the least seniority inside their Work Unit, or their group or their department.

Otherwise, they shall displace the employee with the least seniority in their former department. Thereafter, they will displace the employee with the least seniority in accordance with the layoff and recall flowcharts set forth in this Agreement and their recall right will be to the last department they would have been physically laid off from.

(1:09)(e) Employees classified as Support Technicians, Support Technicians (Training Pool) or Assembly Technician • Specialized may resign from their classification, by filling a transfer request. Such application will be forwarded to the Manpower Movement Committee meeting of the following week. The Monday after such meeting, employees who have resigne dwill be assigned to a task and displace, seniority permitting, the employee with the lowest seniority in the general seniority group of their department.

(1:09)(f) An employee in Department A-2, C-9, F-1 and V-8 (non-skilled) may resign from his department.

Such employee shall then return to the general seniority group of his former department, seniority permitting.

However, an employee who has exercized the above mentioned option shall not be allowed thereafter to resign again in order to return to the seniority group or the department from which he had previously resigned.

Should he choose to resign again, he shall then return to the general seniority group of the last production department to which he was assigned (ie.: C-1, B-2, B-4 or B-6) or, otherwise, to the plant wide general seniority group if he had not previously been assigned to a production department.

(1:09)(g)(1) In the event of a reduction in force, in accordance with paragraph 1:20 of the Local Agreement, an employee classified as Assembly Technician may choose to displace, seniority permitting, the lowest seniority employee of the Assembly Technician classification, within his Work Unit, his group or his department.

(1:09)(g)(2) In the event of a reduction in force, in accordance with paragraph 1:20 of the Local Agreement, an employee classified as General Maintenance Serviceman may choose to displace, seniority permitting, the lowest seniority employee of the General Maintenance Serviceman classification, within his Work Unit, his group or his department.

(1:09)(h) In the event of a reduction in force on a shift within a department, the lowest seniority employee will be displaced, notwithstanding his classification.

(1:10) When the Company knows in advance the length of time an employee will be laid off, requiring the application of paragraph 1:09, that procedure shall be applied as soon as possible, but no later than the end of the **shift** and one (1) working day after the employee has been laid off **so** far as a Departmental reduction is concerned, and no later than the

end of three (3) working days in the case of a plant-wide reduction.

(1:10)(a) In the event the Company proceeds to the elimination of a or f P cion and Services Departments affected by the layoff will choose by seniority the openings in the Department they are or will be affected.

(1:10)(b) Plant levelling

When a layoff occurs and after the provisions of paragraph 1:10 of the Local Agreement have been applied. Management will review the seniority of laid-off employees out of the plant and that of those at work. In the event employees who remained at work in the plant have less seniority than laid-off employees. Management will recall those employees within ten (10) working days.

 Request transfers in accordance with paragraph 62 of the

 Master Agreement an
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 Agreement will be out on hold during that period.

(1:11) When employees are recalled pursuant to the Plant-Wide seniority provision, other than to displace lower seniority employees, such employees shall be recalled in seniority order and in accordance with the Master Agreement.

MODEL CHANGE AND PLANT RE-ARRANGEMENT

(1:12)(a) Notwithstanding the above layoff and recall provisions, in the event of layoffs resulting from model change and plant re-arrangement, or in the case of material shortages when lines are stripped, employees will be laid off as the job to which they are assigned at the time of the layoff are affected. When, following the completion of the last unit of production off the final assembly line, repair activities require the retention of less than the full complement of employees in any classification in any Foreman's group, such employees shall be selected and will work on their respective

shift, by supervisor's group, pursuant to the provisions of Paragraphs **<u>1:16(a)</u>**, (b), (c), (h) and (i). Employees will be recalled in seniority order by supervisor's section as jobs in the section to which they are assigned resume operation.

(1:12)(b) In the case of model change and plant rearrangement employees not **so** recalled to work will be recalled in the line with their Plant-Wide seniority rights as soon as it is practical for Management to do **so** but in any event within fifteen (15) working days after the first unit of new model production, other than pilot or pre-production models, has been produced off the final assembly line.

The Company shall advise the Union in writing if the model change period *is* to be terminated prior to the expiration of the fifteen (15) working days period referred to above and in such event employees remaining on layoff will be recalled in accordance with Paragraphs (1:09) and (1:11).

(1:12)(c) The provisions of this paragraph shall not apply to repair classifications for a five (5) working day period after the last unit has left the assembly line of the department.

EXTRA HELP

(1:13)(a) An employee who is laid off may be selected to work as extra help to either unskilled, (including Drivers for lift trucks) or skilled classifications during model changeover periods or plant re-arrangement program. To be eligible for selection an employee must apply in writing at the Employment Office on forms supplied by the Company by May 1st of each year specifying the type of work for which he is applying, his qualifications and experience for that type of work and other pertinent information. The Company will then select the necessary number of employees in each classification of work available who are capable of doing the work required on the basis of their seniority. The Company will notify the employees by June 1st at the latest, and these employees, if they so desire, can cancel their application for extra help in writing at the Employment Office within five (5) working days after June 1st. The employees so selected will be assignated to the extra help work for which they are

best suited as they are laid off from their regular departments.

(1:13)(b) In the event of a model change and/or plant rearrangement of a duration not to exceed thirty (30) days, including vacation, paragraph 1:13(a) above shall apply by shift. Management may, after advising the Union, assign extra help employees to a shift other than the shift to which they are normally assigned, should an unforeseen situation arise which would require such change.

(1:13)(c) In the event that an insufficient number of employees file applications to work **as** extra help to either unskilled or skilled classifications during the model changeover period or plant re-arrangement program, manpower requirements will be filled from those employees scheduled from productive departments who are capable of performing the work available. Employees so scheduled to work shall be those employees having the least seniority plant wide.

(1:13)(d) An employee who is assigned to work as extra help to an unskilled classification shall retain and accumulate seniority rights in the seniority group from which he was laid off and to which he shall be returned upon the completion of the temporary assignment subject to the terms of the Local Seniority Agreement. It is understood, therefore, that no employee will be credited with any seniority rights in such unskilled classification either for the purpose of being retained in the classification or **as** a factor for being selected at some subsequent period for this type of work.

INDIVIDUAL VACATION PERIOD

(1:14)(a) During an employee's individual annual vacation period, the provision of this Local Seniority Agreement shall not apply.

(b) Nothwithstanding the provisions of paragraph 1:14(a), in order to allow production employees to work in departments A2, C9 and V8 (non-specialized) for the individual vacation period of an employee during summer

vacation (May 1 to August 31) or to replace an employee assigned to a special temporary project of less than sixty (60) days in the above mentioned departments, the parties agreed to the following:

2. Employees who are classified other than Assembly Technician (AT) wishing to exercise their contractual right under paragraph 1:14(b) of the Local Agreement must resign from their classification if they are chosen to work in accordance with paragraph 1:14(b) of the Local Agreement.

2. A pool of employees by **shift** will be trained to perform the available work each year during the above mentioned period; in the event **an** employee decides to resign from this pool, he will be replaced by another employee who fills an application.

3. In January of each year, employees wishing to be part of the C9 and V8 non-specialized pools must apply in writing on a form supplied by the Company at the Employment Office **and** they will be chosen in seniority order, by shift. **This** pool will be renewed each year.

4. In January of each year, employees wishing to be Dart of the A2 pool can apply in writing on a form supplied by the Company at the Employment Office and will be chosen subsequently by seniority order by shift. As employees are chosen out of this pool, other employees who have applied will be placed into it.

5. Employees will not acquire seniority rights in the above mentioned departments during this period.

6. Upon completion of this temporary assignment, selected employees will return to their former assignments in their respective departments.

7. Any extension of the subject period may be discussed between the parties.

ANNUAL INVENTORY

(1:15)(a) The Company shall inform the Union of the date the inventory is to take place as early as possible. Employees in the Material Control Department will take the annual production material inventory. If additional employees are required to assist the Material Control Department in the taking of such inventory, such employees will be selected in accordance with the provisions of Paragraph 1:15(b) of this Local Seniority Agreement.

(1:15)(b) Requests to work may be submitted or cancelled up to the seventh (7th) working day preceding the date of the inventory. The Company shall choose in seriority order, the required number of employees to work. These employees shall be informed as soon as possible.

Should the number of requests to work on the inventory be insufficient, the necessary personnel shall be chosen from among production departments by inverse seniority order, provided they be capable of performing the work.

An employee wishing to cancel **his** request to work on the inventory shall not cancel **his** rights pursuant to Paragraphs 1:13(a) and (b) of the Local Seniority Agreement.

MISCELLANEOUS PROVISIONS

(1:16) Notwithstanding the provisions of Paragraphs (1:09) and (1:10), in the event of a layoff other than for model change, plant rearrangement or inventory, which layoff is **known** at the time to be of a period of three hundred and sixty-five (365) days or less, the following procedure will apply after the balance of a **shift** plus one (1) working day:

(a) Employees will be laid off in seniority order, commencing with the employee having the least seniority.

(b) Thereafter, if less than a full complement of employees with one (1) year or more of seniority are required to perform the available work, employees in each seniority group by Department who have made application at the Employment Office at least seven (7) working days prior to the layoff to remain at work during any temporary layoff shall be retained in order of seniority provided they can do the available work.

(c) Applications to work must be submitted or cancelled up to seven (7) working days before a temporary layoff or until the employee is transferred to **a** different seniority group and establishes seniority rights therein pursuant to Paragraph 62 of the Master Agreement or Paragraphs (1:05)(**a**) and (**b**) of the Local Seniority Agreement.

(d) In the event employees are required during the temporary layoff in specific seniority group within **a** Department, individual employees who made application but who were not selected at the time the layoff commenced, will be selected in seniority order.

(e) In the event there are insufficient employees within the seniority group in paragraph (d) above, Management will recall employees in line with their inverse seniority to the affected Department.

(f) Provisions of paragraph 1:05 of the Local Agreement will have priority in the event additional requests are required provided that all employees having seniority rights have been recalled to their former department. In the event that an additional number of employees are required, they will be recalled in inverse order in accordance with their plant-wide seniority.

(g) In the event layoff continues for a period in excess of three hundred and sixty-five (365) days, any displacements will be made first on a departmental seniority basis, and second on a plant wide seniority basis, within the time limits set out in Paragraphs (1:09), (1:10) and (1:24). This time limit may be extended by mutual agreement between the parties.

(h) It is understood that the Company will not be liable for any claim for back pay resulting from the application of these inverse seniority provisions. (i) Any problem related **to** the application of this paragraph will be discussed between the Labour Relations Department and the Plant Shop Committee.

(j) The application of this paragraph is subject to mutual agreement.

(1:17) Any employee holding a position within the Union and who no longer holds such a position shall return:

(1) to the same job he held prior to his nomination, unless he used a transfer right according to the provisions of the Local Agreement, in accordance with his seniority.

(2) Failing that, he will use his rights according to the provisions of paragraph 1:19 of the Local Agreement, indented lines 2 and 3.

(3) Failing that, he shall exercise his seniority rights in accordance with the layoff and recall diagrams within the Local Seniority Agreement.

PROMOTIONS

(1:18) For purposes only of applying the provisions of Master Agreement Paragraph 61 and its subsections, each department identified in the flowcharts attached to the Local Seniority Agreement shall be considered as separate departments by shift; therefore, promotions will be granted by shift.

RETURN TO WORK OF AN EMPLOYEE FROM A SICK LEAVE OF ABSENCE FOR 60 DAYS OR MORE

(1:19) When an employee reports to work, after a sick leave of absence of 60 days or more, he will be permitted to exercise his seniority in the following order:

To establish the sixty (60) day period stated in the above paragraph, the employee who returns within the sixty (60) day period and is granted a sick leave of absence for the <u>same</u> medical reason. will see his sixty (60) day period continue to accumulate unless he works five (5) continuous working days on his regular job.

(1) seniority permitting, on his former base job assignment he had before **his** sick leave of absence, or

(2) to an existing opening in his classification within his former Work Unit, or

(3) seniority permitting, he will displace the youngest seniority employee in his classification within his former Work Unit.

(4) If the employee does not have enough seniority to remain within **his** Work Unit, he will exercise his seniority rights in his classification, his group or his department.

(1:20) RULES FOR FILLING OPENINGS WEEN THIS OCCURS AT THE SAME TIME AS A LAY OFF

(a) Notwithstanding the provisions of paragraph 1:21 of the Local Agreement, the parties agreed that when a job becomes open at the same time a layoff occurs within an unit, such job opening will be filled in seniority order by an employee of the unit who applied in writing to his supervisor.

The parties agreed that when an opening occurs at the same time **as** a layoff, this opening will be filled in the following manner:

1. At the work unit level in seniority order among employees who have made a written request to the responsible supervisor.

2. When **an** opening occurs within the supervisor's section, such opening will be filled in seniority order by an employee of the supervisor's section who has applied in writing.

3. When an opening occurs inside a department, such opening will be filled in seniority order by **an** employee of the department where the opening took place, to the one who applied in writing.

The employee transferred or offered a transfer according to the provisions of paragraphs 1, 2 and 3 above will not be eligible for another transfer for **a** period of three (3) months from the date of such transfer or offered transfer.

(b) Notwithstanding the previous provisions which entitles the employee to the unit, the supervisor's section or the department, the parties agreed that the text used in this Local Agreement "will displace the youngest seniority employee" means that the laid off employee will have to fill the opening in his unit or his supervisor's section or his department when an employee fills **an** opening according to the provisions of paragraph <u>1:20(a)</u> taking into account other seniority provisions of the Local Agreement.

(1:21) PRIORITY FOR FILLING OPENINGS

Openings in the plant will be filled **by** eligible employees, in the following paragraphs order:

(1) Paragraph 1:05 of the Local Seniority Agreement.

(2) Paragraphs 61 of the Master Agreement, 1:06(b) of the Local Abreement.

(3) Paragraph 1:06(a) of the Local Agreement.

(4) For the purpose of application of paragraphs 1 and 2 above, the seniority will determine the priority provided that paragraph 1:05 can be observed.

(5) For the purpose of application of the above mentioned paragraphs, employees who do not have a permanent job in the plant because of their medical restrictions according to Letter no 2 of the Local Agreement and paragraph 65 of the Master Agreement will have priority in every case, provided they have more seniority than employees affected by paragraphs 1, 2 and 3 above.

(6) Transfer requests will be honoured thirty (30) days after the first unit of new production, other than pilot or pre-production models, has been built and comes off the final line in the C-1 Department by the shift recalled to work.

(7) This period can be extended by mutual agreement, when circumstances are such that employee training is required to insure consistent quality in critical areas.

(1:22)(a) An employee displaced from his base job by a medical placement case, may return to such base job within a five working day period, starting from the date from which he is displaced, should the employee placed in accordance with the provisions of paragraph 65 of the Master Agreement be unable to do the job.

(1:22)(b) An employee displaced from his base job by an employee who return to work after a sick leave, may return to this base job within five (5) working days as of the date he is <u>physically</u> displaced, if the above mentioned employee returns on a sick leave of absence.

SKILLED TRADES - V-8 - SECTION

SKILLED TRADES PROVISIONS

(1:23) None of the foregoing provisions of this local Seniority Agreement shall apply to Skilled Trades employees except Paragraphs (1:01), (1:02), (1:04), 1:05(A)(4) and (1:14)(A).

(1:24) In the event of a reduction in force in excess of the balance of a shift plus one working day affecting Skilled Trades employees, the following procedure shall apply:

(1) Probationary journeymen will be laid \mathbf{dff} from the trade affected.

(2) Journeymen will be removed in line with their seniority from the Skilled Trades affected by the reduction.

SKILLED TRADES - LAYOFF - HIRING FROM OUT-SIDE

(1:25)(a) Any employee whose plant seniority date is the same as his journeyman seniority date and who is laid off from a trade may elect to take a layoff subject to the provisions of Paragraph **54(f)** of the Master Agreement, or he may file an application **at** the Employment Department for work in a classification other than Skilled Trades. Upon receipt of such application the employee will be given preference over a new hire or failing that shall displace a probationary employee working in a non-skilled classification, in which he will establish a date-of-entry seniority date after a thirty (30) day period, or failing that he shall be laid off. Once laid off, his plant seniority shall not be exercisable for purposes of recall to displace an employee with less seniority, but shall be exercisable for purposes of recall to an opening in the plant in a non-skilled classification in the General Seniority Group. In any event, such employee must return at the earliest opportunity to his former Skilled Trade in line with his seniority, as openings occur. Failing to so return, he shall forfeit all claim to this former Skilled Trade and his full seniority shall be established in the seniority group in which he is working.

SKILLED TRADES - LAYOFF - HIRING FROM INSIDE

(1:25)(b) Any employee whose plant seniority date is earlier than his journeyman seniority date and who is laid off from a trade may elect to take a layoff subject to the provisions of Paragraph 54(f) of the Master Agreement, or he may file an application at the Employment Department to exercise his full plant seniority (established pursuant to Paragraph 52 of the Master Agreement) in the General Seniority Group in the plant. Such application must be filed within five (5) working days of the effective date of the employee's layoff. Thereafter, the affected employee will, within five (5) working days following the effective date of layoff from the Skilled Trade or within five (5) working days following treecipt of application, which ever occurs later, exercise his full plant seniority in the General Seniority

Group. Such employee must return at the earliest opportunity to his former Skilled Trade in line with his Skilled Trades seniority, as openings occur. Failing to **so** return he shall forfeit all claim **to his** former Skilled Trade.

TRANSFER NON-SKILLED CLASSIFICATION TO A SKILLED CLASSIFICATION

(1:26)(a) Employees having journeyman status who are transferred from a Non-Skilled Occupational Seniority Group into a Skilled Trade, and who have not previously established seniority in such **Skilled** Trade, will have a date-of-entry seniority status in the skilled Trade as of the date of transfer.

INTER-SKILLED TRADES TRANSFERS

(1:26)(b) An employee transferred from a Skilled Trade to another Skilled Trade will have a date-of-entry seniority status in the Skilled Trade as of the date of his transfer.

SUPPLEMENTAL HELP

(1:27) NotwithstandingLetter no 4 of the Local Agreement, the parties agreed to form a pool of employees having the required skills, abilities, an aptitude to perform a variety of functions, capable of adaptation.

In accordance with paragraph 155 of the Master Agreement, the parties agreed to the following:

None of these provisions will contravene **to** the provisions of paragraphs 159, 168 and its appendixes, and of document 37 of the Master Agreement.

(1) In January of each year, employees may apply, on a form for that purpose, by transferring temporarily to a trade in order to fill those skilled jobs.

(2) Skill tests will be developped jointly by a committee composed of union members and company representatives.

(3) Employees who will meet the criteria will be chosen in the trade, by seniority, on their respective **shift**. The lowest seniority employees will be the first to be laid off.

(4) At the end of their temporary assignment, employees will return as per the provisions of paragraph 1:19 of the Local Agreement.

(5) Employees will be paid in accordance with the provisions of paragraph 157(a) of the Master Agreement.

(6) No employee will acquire any seniority rights in the supplemental help group.

(7) Should any problem arise in regard to this agreement, it will be discussed between Management and the Shop Committee.

(1:28) The company acknowledges the importance of first considering employees of the negotiation unit to become apprentices; however, it is essential to retain the possibility to hire employees from the outside to become an apprentice in the event insufficient number of candidates within the negotiation unit employees meet the selection criteria jointly established by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these Local Agreements to be executed by their duly authorized officers and representatives as the day and year just above written.

FOR

FOR

NATIONAL AUTOMOBILE. AEROSPACE. TRANSPORTA-TION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 1163, BOISBRIAND, QUE. GENERAL MOTORS OF CANADA LIMITED BOISBRIAND, OUE.

Denis Petelle Richard Fournier Daniel Bélanger Guy Pronovost Denis Foucault Jean-Claude Brousseau Michel Thibault Larry Séguin Tony Costa Carolyne Watts Gilles Cadieux L. Pierre Comtois Viviane Raymond

FOR

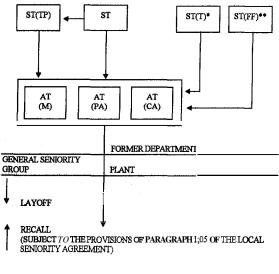
NATIONAL AUTOMOBILE. AEROSPACE. TRANSPORTA-TION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)

Roland Francis

These charts are for layoff and recall purposes only

These charts are for layoff and recall purposes only



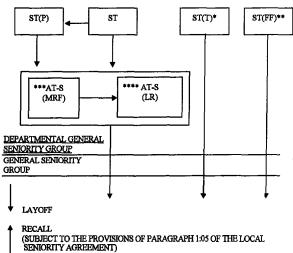


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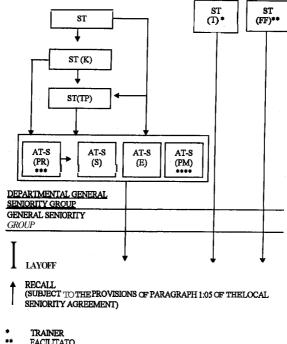
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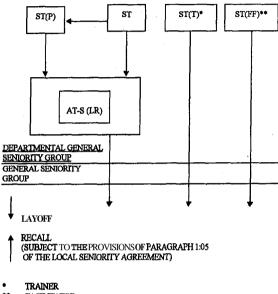
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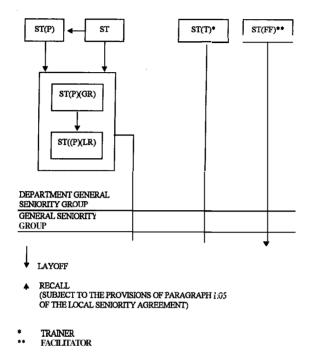
TRIM AND HARDWARE B-6



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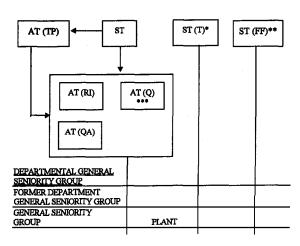
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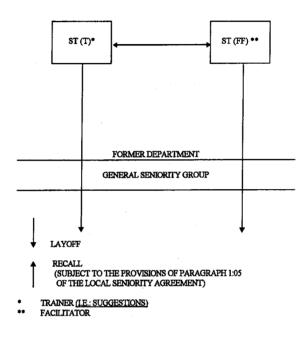
QUALITY C-9



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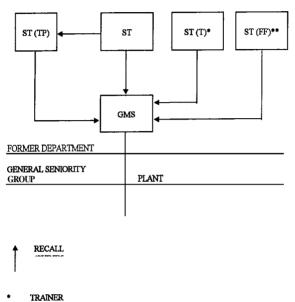




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MAINTENANCE (NON-SKILLED)

V-8

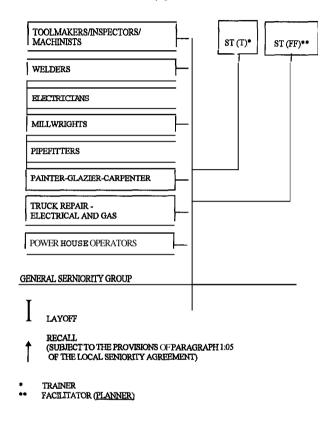


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These charts are for layoff and recall purposes only

WORKS ENGINEERING DEPARTMENT CHART (Stilledtrades classification)

V-8



MEMORANDUM OF LOCAL WAGE AGREEMENT

entered into

this October 28th, 1996

BETWEEN.

General Motors of Canada Limited, **P.O.** Box **660**, Beisbriand, Quebec,

Hereinafter referred to as the Company,

AND

National Automobile. Aerospace. Transportation and General Workers Union of Canada (CAW-Canada) and its Local No. 1163, 82 Grande Côte, Boisbriand, Quebec, Hereinafter referred to as the Union.

WHEREAS

the parties, together with other parties, entered into an agreement dated <u>October 28, 1996</u> (hereinafter referred to as the "Master Agreement"); and

WHEREAS

the said Master Agreement contemplates that certain matters pertaining to Wages may be the subject of local agreement, which matters are herewith made the subject of this Local Wage Agreement.

WITNESSETH:

(2:01)(a) When an employee is temporarily assigned to work in a lower-rated classification other than his own while work within his own classification is available, such employee shall receive the higher of the two (2) established job rates.

(b) When an employee is temporarily assigned to work in a lower-rated classification other than his own when work is not available within his own classification, such employee shall receive the established job rate for the classification in which he is required to work.

(c) Notwithstanding the above, when an employee is temporarily transferred to a lower-rated job classification but he works one (1) hour within his regular job classification, he will be paid the established rate for his classification for all the hours worked on that day.

(d) In the event an employee is temporarily assigned to a higher-rated job classification on any given day, he will be compensated at the higher job rate for all hours worked on that day, providing he works on such higher-rated job classification for one (1) hour or more.

(2:02) When a seniority employee is permanently transferred to another classification he shall receive the Job Rate of the classification to which he is transferred.

(2:03) When an employee is regularly assigned to work in two (2) or more differently rated classifications, he will be paid the highest rate.

(2:04) When a probationary employee is permanently transferred to a higher-rated classification he will receive his present rate or the Hiring Rate of the classification to which he is transferred, whichever is higher.

(2:05) When a seniority employee is permanently transferred pursuant to the layoff and recall provisions of the Lo-

cal Seniority Agreement, he will receive the job rate for the job classification to which he is transferred, effective with the date he accepts such transfer.

(2:06) Attached hereto are the wage rates by job classification **as** agreed upon by the parties, which wage rates exclude the cost of living allowance provided on the <u>October 28th</u>, <u>1996</u> Master Agreement.

(2:07) The wage rates set forth in this agreement shall be effective concurrent with the implementation of the collective agreements.

(2:08) Employees classified as Utilityman • Line Repair • Gas Arc and Mig Welder, Relief • Line Repair • Metal Finish, Relief - Line Repair • Gas Arc and Mig Welder, Specialized Dingmen • Metal Finish and Line Repair • Gas Arc and Mig Welder, under the terms of the Local Wage Agreement dated October 28, 1984, will keep the difference in pay as long as they will perform the same work (red circle). These employees will be reclassified Assembly Technicians • Specialized.

(2:09) Skilled trades - wages

On all skilled trades classifications as established in the wage scale, the range between minimum and maximum rate shall be twenty (20) cents. Increases affecting the skilled trades classifications in those ranges shall be granted in accordance with provisions of the <u>October 28th, 1996</u> Master Agreement.

(2:10) Skilled Support Technicians shall receive a wage rate twenty (20) cents per hour greater than the highest rated multitrade work unit to which they are assigned.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

FOR

FOR

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTA-TION AND GENERAL WORKERSUNION OF CANADA (CAW-CANADA) AND TIS LOCAL 163, BOISRIAND, QUE. GENERAL MOTORS OF CANADA LIMITED BOISBRIAND, QUE.

Denis Petelle Richard Fournier Daniel Bélanger Guy Pronovost Denis Foucault Jean-Claude Brousseau Michel Thibault Larry Séguin Tony Costa Carolyne Watts Gilles Cadieux L. Pierre Comtois Viviane Raymond

FOR

NATIONAL AUTOMOBILE. AEROSPACE. TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA [CAW -CANADA]

Roland Francis

FOR INFORMATION PURPOSES ONLY STE, THERESE PLANT IN BOISBRIAND WAGE RATES BY JOB CLASSIFICATION

	EXHIBIT '	'A''			
	NON-SKILLED CLAS	SIFICATION	S		
		Effective dates			
		10-28-96	09-15-97	09-21-98	
		S	S	S	
Code	Job classification				
AIUZ	Support Technician	22,94	23,40	23,87	
AIOZ	Assembly Technician - Special	22,69	23,14	23,60	
AIAZ	Assembly Technician	22,69	23,14	23,60	Bas
HXAZ	General Maintenance Serviceman	22,17	22,61	23,06	1

	SKILLED TRADES CLAS	SIFICATIO	NS		
		Effective dates			
11		10-28-96	09-15-97	09-21-98	
		\$	\$	\$	
Code	Job classification	27,16	27,70	28,25	
RBSZ	Electricians	27,16	27,70	28,25	
SBSZ	Toolmakers/Inspectors/Machinists	27,06	27,70	28,15	
QMJZ	Power House Operators	26,92	27,70	28,01	
RUSZ	Welders	26,80	27,60	27,89	
RPSZ	Mechanic - Lift truck - Electrical and gaz	26,80	27,46	27,89	
RFSZ	Millwrights - Maintenance	26,80	27,34	27,89	
RISA	Steamfitter	26,80	27,34	27,89	
QZSZ	Painters/Glaziers/Carpenters	26,80	27,34	27,89	

MEMORANDUM OF LOCAL

GENERAL AGREEMENT

entered into

this October 28". 1996

BETWEEN:

General Motors of Canada Limited, **P.O. Box 660**, Boisbriand, Quebec, Hereinafter referred to as the Company,

AND

National Automobile. Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local No. 1163, 82 Grande Côte, Boisbriand, Quebec. Hereinafter referred to as the Union,

WHEREAS

the parties, together with other parties, entered into an agreement dated this October 28.1.1996

(hereinafter referred to as the "Master Agreement"); and

WHEREAS

the said Master Agreement contemplates that certain matters not specifically covered by the terms of the Master Agreement nor by the terms of certain other Local Agreements between the parties hereto may be the subject of local agreement, which matters are herewith made the subject of the Local General Agreement.

WITNESSETH

(3:01) If an employee is injured on the job, he will be paid for the balance of the shift on which he has been sent home or has been sent to an outside hospital or to an outside Doctor by the Medical Department of the Company because of such injury, irrespective of when the injury occured.

As a result of negotiations between the parties with respect to paragraph 3:01 of the Local General Agreement, it was agreed by the company that in a case when an iniured employee had been sent to his supervisor by Medical Department and has subsequently been sent home because no work was available, paragraph 3:01 would be applicable as though the employee had been sent home by Medical Department.

The employee will be paid all overtime hours offered and accepted for the said day.

(3:02) Where lunch periods are established, such periods shall not be considered **as** time worked.

(3:03) Where it has been finally established that an employee has not received his proper pay because of an error of pay or short work week (SWW), he shall be paid the difference in pay between that which he did receive and that which he would have received had such error or improper classification not occured. A day shift employee's pay cheque error in excess of two (2) hours of pay will be adjusted during that shift provided that the pay shortage claim is submitted to his Foreman prior to 11:00 A.M. An evening shift employee's pay cheque error in excess of two (2) hours of pay will be adjusted prior to the expiration of such employee's next shift, provided that the pay shortage claim is submitted to his Foreman before the end of the shift on which he was paid. Pay cheque errors of equal to or less than two (2) hours of pay will be adjusted for the next pay period.

Thursday pay cheques

Pay cheques will be distributed on Thursday afternoon for the day shift and on Thursday night for the night shift. Pay

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never there is a Holiday during the week. Pay cheques are payable on the Friday unless the Friday is a Holiday.

(3:04) Informal leaves of absence may be granted for a period not exceeding thirty (30) consecutive days, upon request by the employee, and when approved by <u>the Department Area Manager</u> in writing. Within five (5) days prior to the expiry of a leave of absence, an employee may request an extension of this leave of absence.

(3:04(a) Sabbatical

Requests for leave of absence of a duration of one **vear** will be discussed between the Chairperson and the Director of **Personnel**, who will have the authority to determine if such leave of absence will be granted. Such leave of absence may be extended for a maximum duration of three (3) months.

Return to work after a sabbatical year

It has been mutually agreed between the parties that the embloyee who returns to work after a sabbatical year, will displace the youngest employee in his classification in his department.

(3:05) All Union Representatives may enter and remain in the plant outside their regular shift hours when agreed to by Management.

(3:06) A Zone committeeman may request his Superintendent or Department Head to call the District Committeeman or the Chairman of the Shop Committee **as** stated in **Para**graph 11(**a**) of the Master Agreement who is at work in the plant at the **first** Step of the Grievance Procedure or in the cases of Suspension or Discharge. The Superintendent or Department Head will call the District Committeeman or the Chairman without undue delay.

(3:07) In the event the services of the District Committeeman or the Chairman of the Shop Committee are requested

by a member of Management during other than the working hours of **his** shift, the District Committeeman or the Chairperson of the Shop Committee, will be paid at the applicable rate for such time as his service may be required by Management.

(3:08) In the event the services of the District Committeeman or failing him the Chairman of the Shop Committee are requested by a Zone Committeeman in his District during other than the working hours of his shift, the District Committeeman or Chairperson of the Shop Committee will be permitted to enter such Zone Committeeman's zone when arrangements have been made with the Plant Labour Rela-Department by the Foreman of the Zone tions Committeeman. The District Committeeman or Chairperson of the Shop Committee will be permitted to use no more than a reasonable period of time in any one plant entry and the time **so** spent in the plant will not be paid for by the Company, except in cases involving Paragraphs (29), (30), (166) and (167) of the Master Agreement, in which event the District Committeeman or Chairperson of the Shop Committee will be compensated as provided for in Paragraph (82) of the Master Agreement.

(3:09) The Company will advise the Shop Committee in advance of any changes in production schedules, and an opportunity will be given to the Shop Committee to discuss all plans in connection with such contemplated changes.

(3:10) In the event a Committeeman is requested **at** a time when both the Zone Committeeman and his alternate are absent from the plant, the District Committeeman or the Chairperson of the Shop Committee will be called to handle the complaint.

(3:11)(a) Pursuant to the provisions of Paragraph (8) of the Master Agreement, the Union has elected to be represented by six (6) District Committeemen whose respective districts for representation purposes shall be subject to adjustment by

the parties, in accordance with the applicable terms of the Master Agreement. Such districts shall be as outlined hereinafter, unless changed, by the parties.

District 1:	All employees working in Departments A2, C9,
	V8 and F1.
District 2:	All employees working in Department B6.
District 3:	All employees working in Department C1
District 4:	All employees working in Departments B2 and
	B4.
District 5:	All employees working throughout the plant.
District 6:	All employees working throughout the plant.

For the purposes of the application of paragraph 17 of the Master Agreement, overtime will be offered to district committee-persons in the following manner :

1- Districts 1, 2, 3 and 4 will represent all day shift employees in their respective district;

2- Districts 5 and 6 will represent all employees working plant wide on night shift #2.

(3:11)(b) In the event the plant population falls below the 2500 figure specified in Paragraph 8 of the Master Agreement, the above provisions of Paragraph 3:11 shall cease to be operable. However, whenever the plant population exceeds the 2500 figure specified in Paragraph 8 of the Master Agreement, it is Paragraph 3:11 of the Local General Agreement that will apply.

FIXED SHIFT AGREEMENT

(3:12)(A) It is mutually agreed that the following provisions and procedures will constitute the Fixed Shift Agreement for all employees working in the certification unit (except for employees working on rotating shifts and on seven (7) day operations).

1. Both signing parties to this Agreement, explicitly agreed that the fixed shift present dispositions must, under

all circumstances, guarantee the efficiency of the operations in the plant.

2. During normal production operations (excluded periods of inventory, model change, plant rearrangement) employees with seniority may make application in writing at the Supervisor's office on forms supplied by Management for movement to another shift. One (1) copy of the application will be given to the employee.

3. During normal operations, seniority employees may make application in writing to the Supervisor's office on forms supplied by their Foreman for movement to another shift on the same job and in the same department and non-interchangeable occupational group on which they are working at the time of application. By "same job" is meant any job in the department and non-interchangeable occupational group within the same classification of work on which employees involved are capable of interchanging.

It is understood for the purpose of application of this agree-ment, employees assigned to departments entailing four (4) shifts, i.e. Maintenance, Sanitation, etc., may designate a first and second choice.

3.(a) When there is one (1) hour or more difference on working schedules of a same shift, a seniority employee may present a written request on the appropriate forms supplied by the supervisor in order to be transferred the other schedule.

4. Shift changes will be made as soon as possible, but in any event, no later than the second Monday following the date the employee becomes eligible for movement in line with the seniority of applicants for change.

5. Employees who are offered or granted moves to a preferred shift in accordance with this Agreement cannot make application for further shift change for a period of three (3) months.

6. If an applicant is transferred to another Department or group, his shift preference application will be

considered valid in his new Department and group for the purpose of applying Paragraph (2) above.

7. If **an** emergency occurs and it is found that certain longer seniority employees are needed on any shift other than on which they are working, it is agreed that such employees will work on a shift on which they are needed **so** long as their service is required or until such time as change of seniority of temporary employees training to perform the work are available for replacement.

However, any extension of the period beyond 30 days shall only be by mutual consent between the Shop Committee and Management. The transferred employees shall then be returned to their former shift and operation they performed.

8. It is recognized that, under certain circumstances such as home conditions or ill health, it may become necessary for an employee to request a temporary change of shift. Such request shall be made in writing to the Supervisor's office on forms supplied by Management, stating the reason for the request and the length of time for which the change is desired. Consideration will be given to the merits of such request, and wherever practicable, deserving applicants will be temporarily transferred for a specific period not to exceed thirty (30) days as follows, by mutual agreement between the Union and the Company:

(a) To any vacancy that may exist in the non-skilled employee's seniority group, or in the skilled employee's seniority group, on the shift desired that the applicant can do.

(b) If no vacancy exists, another employee may voluntarily trade shifts with the applicant for the requested length of time if the exchange is practicable, in accordance with Paragraph 3:12(a)(8).

No hardship moves shall exceed 30 calendar days except by mutual agreement between Management and the Union. When the employee returns to his regular shift, he will take the job he worked on before the transfer.

9. In applying the provisions of this skilled trades employees agreement having dual seniority status, they shall be given shift preference rights in accordance with their seniority status in that skilled trades group, while working in such classification.

10. In exercising shift preference in the skilled trades group, when two (2) or more employees have the same skilled trades seniority, the employees with the longest plant-wide seniority shall be given preference.

The provisions of this Agreement will not apply to Apprentices, nor to employees working on seven day operations.

11. It is understood that where the terms "can do" or "capable" appear in this Agreement, it is intended that the employee will perform the work satisfactorily with no more than the normal instructions given on the job.

12. It is understood that the shift preference provisions contained herein shall not conflict in any way with the Master Agreement or Local Agreements.

13. Notwithstanding the provisions of Paragraphs 5, 7 and 8 of this memorandum of understanding, an employee who is transferred to another shift, in the same classification, for a period of thirty (30) days or less for the purpose of replacing an employee absent from the plant, will go back to the same job he had when he returns to his regular shift.

14. **An** employee who wishes to temporarily change shifts for a reason of accommodation, for a period of five (5) working days or less, may submit a request to his supervisor to this effect. The designated request must have been signed by both voluntary employees desiring such change of shift and must be hand delivered to their respective supervisors. Such moves of accommodation shall be carried out on a voluntary basis in accordance with the following guidelines:

(a) Interchange base jobs with a voluntary employee performing the same base job on the opposite shift.

(b) Interchange base jobs with a voluntary employee from the opposite shift Work Unit, and that both employees can perform.

(c) Fill a job opening within his department which he can perform without training.

15. During the summer vacation period, an employee may transfer in the same department and the same classification on the oposite shift, to replace the employee on vacation by submitting an application to this effect before June 1st of each year. The transfer will be done for only those employees requiring no training.

(3:12)(B) Notwithstanding the above transfer provisions, inter-departmental transfers will be granted to employees wishing to change department for the sole objective of exercising their seniority on the shift of their choice, and this, only if such shift change cannot be made by applying paragraph 3:12 of the Local General Agreement.

For implementation purposes of this seniority levelling provision, the following guidelines and procedure will apply:

(1) The signing parties to this agreement have explicitly agreed that the provisions related to seniority levelling by work shift must at all time insure efficient operations as well as the quality of the product.

(2) Skilled departments and the Power House are specifically excluded from this agreement.

(3) For the purpose of transferring <u>or be maintained</u> to the shift of their choice, employees desiring a transfer from their department to another department can submit a written request on a form provided by their supervisor.

(4) Employees will exercise such right by seniority order; that is, the employee having the highest seniority will be transferred to the shift of their choice.

(5) Employees exercising their rights under the terms of this agreement will be transferred to the shift of their

choice to the department where is assigned the lowest seniority employee without regard to his classification.

(6) An employee transferred to the shift of his choice in accordance with the provisions of the agreement will establish his seniority within the general seniority group of the department to which he was transferred to.

(7) Whenever an employee is transferred to the shift of his choice in accordance with this agreement, an employee on this shift must be displaced to the other shift. The employee displaced to the other shift will be the lowest seniority employee without regard to classification.

(8) Jobs left vacant in non-interchangeable seniority groups **as** a result of the application of this agreement will be filled in accordance with the provisions of paragraph <u>1:21</u> of the Local Agreement.

(9) Jobs left vacant within a general seniority group may be filled by transfer in accordance with the provisions of the Local Seniority Agreement,

(10) **An** employee transferred or offered a transfer according to these provisions may submit another transfer application but will not be eligible according to these provisions for a three (3) month period from the date of such transfer or offered transfer.

(11) Seniority borderline. It is understood that no employee can remain **on** any shift within any department if an employee of the same department with greater seniority, without regard to his occupational group, wishes to take advantage of these shift transfer provisions.

(12) Shift changes will be completed **as** soon **as** possible, however, in any event, at the latest on the second Monday following such change of shift request.

(13) The committee's objective will be to complete four **(4)** transfers per week. The coordinating committee may discuss guidelines for application of this agreement to cover employees placed under the terms of paragraphs $\delta S(a)$ and (b) of the Master Agreement.

(3:13) MEMORANDUM OF UNDERSTANDING OVERTIME

Introduction

The parties recognize that the Ste. Therese assembly plant in operations of the Company are highly and completely integrated. **An** interruption at one stage of the production process, whether during the regular work day, work week, or overtime or other premium hours, can, and probably will, cause costly interruptions of the process at earlier and/or later stages. This Memorandum represents an accommodation between the needs of the Company and the rights of individual employees to decline overtime work on occasion for a variety of individual and personal reasons.

The parties have earnestly sought, during negotiations resulting in the contract dated today, feasible steps that the Company might take in scheduling overtime work to provide employees **an** opportunity to accept or decline work opportunities during such periods, and have reached the following understanding which shall constitute a supplement to the Local General Agreement between the parties hereto dated today, and except as hereinafter specifically provided, shall be effective simultaneously with such Agreement.

In order to accommodate the scheduling of overtime in a manner compatible with changing production requirements, while preserving the right of employees to decline overtime, the following shall apply:

1. Daily Overtime

Daily hours in excess of ten (10) hours worked per shift Monday through Thursday and Friday hours in excess of eight (8) hours per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding. a) <u>The parties agreed that</u> the Company can solvedule overtime bound department of the company can solvedule the bound of the company of the company can solvedule the compan

For the purpose of application of the above paragraphs, the plant will be divided in three (3) zones:

one zone for Body Shop (B-2).

one zone for Paint Shop (B-4).

a third zone for Trim (B-6) and Chassis (C-1) Departments.

In addition, Management may cancell part of the overtimp forecasted in Trim Department (B6) if the bank has enough cars between the two departments allow the Chassis Department (C1) to attain their forecasted overtime objectives.

b) The parties agreed to offer overtime on a Saturday up to a maximum of one (1) eight (8) hours shift per month, that will be applied as follows,

<u>1- on a voluntary basis understanding that the Com-</u> <u>Pany will make all required efforts to give priority to this</u> potion. failing which, the Company may,

2- schedule the Saturday that has not been filled with option (b)(1.) on a non-voluntary basis.

In addition, it is understood that problems that cannot be foreseen in the administration of the present non scheduled overtime provisions (points and banks) that can affect the efficiency of the operations, could occur during the duration of this agreement: in such cases, the subject will be brought to the Company and Union for resolution

2 This Memorandum of Understanding shall not apply to employees working on what are normally classified as seven (7) day operations The Union may bring to the attention of the Company any overtime problems connected with employees on such operations

3. Notice

With respect to all voluntary hours provided for in this Memorandum of Understanding in a given week, the employee may decline to work such hours if he notifies his supervisor on **a** form to be provided **by** Management before the end of **the shift on the preceding Wednesday provided he has been** notified of the overtime schedules for such week not later than the preceding day. If the employee is not **so** notified, he shall give such notice to his supervisor before the end of the **shift** following the day of such notice, provided that if he is not so notified until the week in which the overtime is scheduled, he shall give such notice by the end of the **shift** in which he receives such notice from Management.

4. Annual Automatic Exemptions

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays shall be ineffective in the Ste. Therese Assembly Plant in Boisbriand (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing and (b) for the week in which it launches, i.e., after the built-out, frames the first unit of a new model, and for four (4) weeks thereafter or until the line reaches scheduled production, whichever is later.

5. Concerted Activity

A. Any right to decline daily overtime or Saturday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime.

B. If employees who are scheduled to work daily overtime in a plant or department or on Saturday fail or refuse to work **as** scheduled in significantly greater numbers than the Company's experience under this Memorandum can reasonable lead it to expect, such evidence should be carefully considered by the Arbitrator in any decision involving the question of whether their failing or refusing *to* work the scheduled hours was collusive, concerted or influenced by other persons.

6. Emergencies

The provisions of this Memorandum of Understanding that limit or restrict the right of Management to require employees to work daily overtime or Saturdays shall be suspended in any plant whose operations are interrupted by emergency situations, such **as** single breakdowns of four hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies. Any breakdown is to be considered justification for suspending the limitations on Management's right to require overtime work for purposes of correcting the breakdown itself; Management's right **to** suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

7. General

A. Nothing in this Memorandum of Understanding shall make ineffective any local past practice or Agreement concerning voluntary overtime that is mutually satisfactory to the Local Union and the Plant Management.

B. It is understood that once each year the bargaining unit shall have the option of suspending this Memorandum of Understanding. The local Union will notify the local Management in writing of any such election not later than March 1, <u>1997</u>, March 1, <u>1998</u> and March 1, <u>1999</u>.

C. Problems which may not be foreseen in the administration of the voluntary overtime concept which may affect the ability to operate efficiently may arise during the course of the **1996** Master Agreement. In such event, the matter will be raised at the Company-Union level for resolution.

SKILLED TRADES - V-8 -SECTION

(3:14)(A) Tip changes - weld gun

The parties agr <u>l</u> val h ilization of its skilled trades employees. The parties also recognized that the optimal utilization of skilled trades employees would improve our competitive position as well as providing long term security for our employees and to our operations.

The Darties agreed that, in Body Shoo, tip changes on manual weld guns and automatic machine-tools operated by a production employee will be performed by production emplo

modified depending on the needs by mutual agreement between the parties). Letter #0001-06 is part of paragraphs 3:14A and 3:14B of the current agreement.

All other tip changes will be performed by a specialized skilled trades employee.

At no times will production employees perform maintenance work, repair on any other Dart of the weld nun, nor on the attached cables or wires and this, subje marcation governing specialized skilled trades employees.

An employee changing tips who is not classified as an electrician is not authorized to use the welding comptrollers (DEP). A special button will be installed on weld guns to reset the steppers.

An employee changing tips on an automatic machine who is not classified as electrician, will use the "panel view" to reset the "steppers" at the station. When the station does not accept the confirmation of the equipment going back to automatic reset mode, the employee will immediately call for an electrician,

The responsibility of the production employee changing tips who is not classified as electrician is strictly limited to the use of the panel view as described above to reset the "steppers" and to confirm the resumption of the automatic mode of the station. Any other action is the responsibility of the skilled trades employees. in accordance with the lines of demarcation.

The parties also agreed that tip changes of all Body Shop equipments could be performed by a specialized skilled trades employee, a production employee or a non-specialized maintenance employee, and this, while respecting all safety rules. This practice will be conditional to the granting of a new product or a flexible body shop at the Ste Therese plant in Boisbriand.

The above mentioned rules concerning employees changing tips who are not classified as electrician will apply in a flexible body shop or when **a** new product will be produced in the Ste. Therese Body Shoo.

(3:14)(B) Red circle - electricians - tip changes

The parties agreed that the ninety-eight (98) employees classified as electricians whose name appears in letter #0001-96 will be recalled to work prior to this agreement becoming effective.

By this, the Company confirms that during the discussions, the oarties agreed that the tip changes could be performed by an employee who is not classified as skilled trades - electrician. As a result of this agreement, the oarties agreed to red circle the ninety-eight (98) employees classified as skilled trades - electricians as of May 13, 1996. This means that tip changes will return to the electricians before a layoff affects one (1) of the ninety-eight (98) employees classified as electricians inside the red circle.

(3:14) C- Apprenticeship program - electricians

The oarties agreed to put into place an apprenticeship program in the electricians skilled trade. A number of six (6) persons will be chosen to be part of this apprenticeship propram for electricians. In addition, the parties agreed that these six (6) persons will be part of the "red circle" for electrians as stated in paragraph 3:14(B). This agreement cited in paragraph A above. will be effective as soon as employees will have begun their apprenticeship and acquire seniority in the electrician's apprenticeship group.

The oarties also agreed that in the event the company would have **layoff(s)** within the apprentice-electricians or cancel the program, the tip changes would return to the electrician skilled trade.

This agreement is part of the current Local Agreement between the parties and will be automatically renewed with the signing of the next general and local agreements.

(3:15) In accordance with paragraph 158 of the Master Agreement, the parties will jointly define, by way of the lines of demarcation committee, the lines of demarcation that will apply in the plant.

IN **WITNESS** WHEREOF, the parties hereto have caused these modified Local Agreements to be executed by their duly authorized officers and representatives as the day and year just above written.

FOR

FOR

NATIONAL AUTOMOBILE,	GENERAL MOTORS OF
AEROSPACE. TRANSPORTA-	CANADA LIMITED
TION AND GENERAL	BOISBRIAND, QUE .
WORKERS UNION OF	
CANADA (CAW-CANADA)	
AND IIS LOCAL 1163	
BOISBRIAND, QUE,	

Denis Petelle Richard Fournier Daniel Bélanger **Guy P**ronovost Denis Foucault Jean-Claude Brousseau Michel Thibault Larry Séguin Tony Costa Carolyne Watts Gilles Cadieux L. Pierre Comtois Viviane Raymond

FOR

NATIONAL	AUTOMOBILE. AEROSPACE.		
TRA	AND GENERAL WORKERS	1	OF
CAN			
(CA)			

Roland Francis

LOCAL AGREEMENT ON FIXED SHIFT

intervened this October 28, 1996

BETWEEN

General Motors of Canada Limited P.O. **Box** 660 Ste. Therese, Quebec (hereinafter referred to **as** "the Company")

AND

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1163 82 Grande Côte Boisbriand, Quebec (hereinafter referred to **as** "the Union")

WHEREAS

the parties, together with other parties, entered into an agreement dated this <u>October 28, 1996</u>, hereinafter referred to as the "Master Agreement"); and

WHEREAS

the said Master Agreement contemplates that certain matters pertaining to alternative work schedule may be the subject of Local Agreement, which matters are herewith made the subject of this Local Agreement on alternative work schedule.

1- The purpose of this Memorandum of Understanding is to amend the Master Agreement between the parties signed on <u>October 28, 1996</u> to permit the implementation of an alternative work schedule for the employees on evening shift at the Ste. Therese Plant in Boisbriand. The parties have agreed to make these changes according to the principles set forth in Document No. <u>116</u> of the Master Agreement dated <u>October 28, 1996</u>.

2- The provisions of this Memorandum of Understanding shall not modify, change or take precedence over any provision of the Master Agreement dated <u>October</u> 28, 1996, between the Company and the Union except for what is specifically provided herein.

WITNESSETH:

This Memorandum of Understanding applies solely to the employees of the evening shift at the Ste. Therese Plant in Bolsbriand. Furthermore, it is understood that certain employees of evening shift shall be required to remain on the existing shift, i.e., eight (8) hours per day, five (5) days per week.

<u>as per</u>

	MON	TUE	WED	THU	<u>_FRI</u>	SAT	<u>SUN</u>	<u>_wk</u>
A	<u>_10</u>	<u> 10</u>	<u> 10</u>	_10	<u>_x</u>	<u>_X</u>	<u>_X</u>	40

(4:02) The parties have agreed that the provisions of this Memorandum do not limit, modify or prejudice Management's exclusive rights to establish shift schedules and determine the working hours according to Paragraph 4 of Section IV of the 1993 Master Agreement, and to determine overtime schedules. It is understood that all previous practices relative to daily overtime, namely unscheduled overtime caused by a shortage of bodies in banks between departments, shall remain applicable.

(4:03) With respect to the alternative work schedule (forty (40) hours per week, ten (10) hours per day, four (4) days per week), the provisions of the 1993 Master Agreement shall apply to evening shift as modified below:

(4:04) Paragraph (82) shall be modified as follows:

"**An** employee who has worked ten (10) hours in his working day at the applicable straight time rate shall be paid at the rate of time and one-half for all additional hours worked on that day."

(4:05) Paragraphe (84) shall be modified as follows:

"When the evening shift is scheduled to commence the work week at straight time on Monday, an employee, except in the case of an employee assigned to the Power House, shall be paid at the rate of time and one-half for the hours during which he has worked on Friday and Saturday provided that such time is not part of the employee's Thursday shift, and for all hours during which he worked on August Civic Holiday provided that such time is not part of the employee's shift on the preceding day."

(4:06) Paragraph (87) shall be modified as follows:

"An employee shall be paid at the rate of double time for all time worked by the employee on the holidays specified in Paragraph (90) and for time worked on a specified holiday in excess <u>eight (8)</u> hours worked on a shift which starts the preceding day and runs over into one of the specified holidays".

"(a) In addition to the amount an employee shall be paid pursuant to Paragraph (\$7), an employee who performs work on the holidays specified in Paragraph (90) shall **also** receive further payment at the employee's regular hourly straight rate for all hours worked in excess of eight (\$) hours on such day(\$)."

(4:07) Paragraph 90 of the Master Agreement shall be modified as follows:

HOLIDAYS

Notwithstanding the provisions of paragraph 4:01, 4:02, 4:03 4:04 and 4:05, employees of the evening shift will work three (3) days of ten (10) hours and will be paid for hours worked plus the holiday when it occurs according to the provisions of paragraph 90 of the Master Agreement.

In order to allow evening shift employees to have the same numbers of holidays as the day shift as specified in paragraph 90 of the Master Agreement, it has been agreed between the parties that as of the ratification of this agreement, the evening shift employees will work six (6) minutes per day, up to the maximum required of consecutive working days at regular rate in order to compensate for additional hours off on **a** holiday.

It is agreed that the annual period will be from September 15 to September 14 of the following year for each contract year.

Referring to the application of this paragraph when the Holiday will be a Friday, the Thursday will be paid according to the provisions of paragraph 4:05. When a Holiday occurs on a Monday. Friday will be paid as per the provisions of paragraph 4:05.

(4:08) Night Shift Premium

Paragraph (108) shall be **applied** as follows:

A night shift premium **on** night shift earnings, including overtime premium pay will be paid to an employee for time worked **on** a shift scheduled to start in accordance with the following chart:

	Scheduled Srift Starting Time	Amount of Stift Premium
(1)	On or after 11:00 am, and before 7h:00 pm.	Five percent
(2)	On or after 7:00 pm, and before 4:45 am.	Ten percent
(3)	On or after 4:45 am, and before 6:00 am.	Ten percent until 7:00 am.

When an employee covered by (1) above is schedules to work more than eleven hours and until or beyond 3:00 am, such employee shall be paid ten percent for the hours worked after 1:00 am.

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the evening **shift** that employee works **on** a particular day."

It has been established that in the event an employee of the evening **shift** works two (2) consecutive Fridays in overtime, the second Friday shall be paid the 10% night premium.

(4:09) Notwithstanding the provisions of this Memorandum of Understandine. paragraph 164 of the Master Agreement will be modified as follows:

(a) An employee reporting for jury duty according to the provisions of paragraph 164(a), will be paid the wages he would have otherwise been paid during normal hours. up to fen (10) hours per day he would have otherwise worked. However, such payment will not exceed fourty (40) hours per week.

(b) Employees eligible for bereavement pay in accordance with the provisions of paragraph 164(b) of the 1996 Master Agreement will be paid the salary they would have otherwise earned during the scheduled hours up to thirty-two (32) hours by admissible bereavement leave. Employees can benefit from taking three (3) ten (10) hour days and one (1) day of two (2) hours as bereavement leave and work the other eight (8) last hours on the fourth day.

(b)(1) Employees can benefit from three (3) ten (10) hour days followed by one (1) day of two (2) hours (or the reverse) due to be eavement and may apply for unused paid absence allowance for the remaining eight (8) hours of the fourth day in accordance with the eligibility rules of the 1996 Master Agreement.

(4:10) For the purpose of administering the vacation pay allow-ance and the paid absence allowance provisions of the Master Agreement for employees on an alternative work schedule, an employee may use his paid absence allowance credit and his vacation pay allowance in accordance with the provisions of the Master Agreement with the understanding that employees will be credited as having used such allowances at the same rate as the amount of scheduled working hours that they do not work. (Example: an employee granted a paid absence allowance for one day shall be deducted ten (10) hours from his credit of paid absence allowance. Thus, an employee granted a paid absence allowance for one-half day shall have five (5) hours deducted from his paid absence allowance credit.)

(a) For the purpose of implementing the 4×10 shift, the 4 hours mentioned in Paragraph 115(a) of the Master Agreement shall be modified to read 5 hours.

(b) For the employee to be paid the second part of the shift as PAA, the employee must work from the beginning of the shift to lunch period. The employee will then have worked **4,8** hours, paid **5,0** hours, and **5**,0 hours PAA will be debited.

(c) For the employee to be paid the first part of the shift as PAA, the employee must work form the end of the lunch period to the end of his work period on the same day. The employee will then have worked 4,7 hours, paid 5,0 hours, and 5,0 hours of PAA will be debited.

(4:11) It is understood that the implementation of the alternative work schedule may impact the administration of GM-CAW Benefit Plan Agreements. Therefore, the parties agree that, if necessary, applicable provisions associated with such benefit plans will be administered in a manner that does not increase the cost to the Company in comparison with the application of such benefit plans provisions to employees who work a regular five (5) day week, eight (8) hour day work schedule. In addition, the same principle shall apply in the administration of Workers' Compensation laws.

(4:12) The provisions of Paragraphs (65)(a) and (65)(b) of the Master Agreement dated <u>October 28, 1996</u> shall not limit the obligation of an employee to work all hours scheduled in the alternative work schedule.

(4:13) The parties to this Memorandum have specifically agreed that if, on account of the alternative work schedule set forth in this agreement, an employee is injured outside of General Motors property, during rests periods or lunch periods, while such employee is paid by the Company, he shall not be deemed to be at his place of work or on his job

as provided under a law governing occupational health and injury.

(4:14) The parties have agreed that any dispute arising from the application of this Memorandum of Understanding shall be discussed between the parties. Issues that arise as a result of implementation of this Memorandum will be discussed at the 3rd Step of the Grievance Procedure. If such issues are not resol ed, they shall be reduced to writing and presented at this Step of the Grievance Procedure. It is understood that the spirit and intent of all contractual interpretations made out of the context of this Memorandum.

(4:15) The parties agreed that the provisions of paragraph 3:13 of the Local General Agreement dated <u>October 28</u>, **1996** will apply according to the following principles for the employees on the evening shift at the time that Management will decide to establish the alternative work schedule:

(a) Evening shift will not be required to work more overtime hours than day shift under the terms of paragraph 3:13 of the Local General Agreement.

(b) The parties will determine by mutual agreement in due time of an overtime schedule for the evening shift in accordance with the principles set forth in paragraph (a) above.

(c) In the event there is no understanding as provided in paragraph (b) above, the provisions of paragraph 3:13 of the Local General Agreement dated <u>September 29, 1993</u> will be applicable for the evening shift as modified below.

Paragraph (3:13)(1) is modified as follows: <u>1)</u> Management can schedule eight (8) hours overtime on a Friday night shift on a mandatory basis.

(d) The parties have agreed that any disagreement on shift no 2 (evening shift) on Monday night, on a mandatory basis. \cdot

(4:16) PERSONAL RELIEF - LETTER Nº 8

The Company confirms the discussion between the parties concerning the above mentioned subject. Letter no $\underline{8}$, entitled "Personal Relief', clearly specifies the duration of employees personal relief during a regular eight (8) hour shift. The following policy will apply as to the relief duration;

(1) For employees assigned to a continuous manual job as well as employees with no control over their work pace, the relief time will be of twenty-three (23) minutes before and after meal.

(2) For employees assigned to operations other than those described above, the relief time will be of twelve (12) minutes before and after meal.

(3) However, the Company acknowledges that with respect to some modified work schedules, many employees who had, on a regular eight (8) hour shift, twelve (12) minutes relief time, will no longer have any control on the hour at which they may take that relief time. Consequently, the Company advises you that for some of the modified work schedules, employees with no control on the hour at which they may take relief or break period, the relief period will be of twenty-three (23) minutes.

(4) In accordance with demand 13 of the October 28. 1996 Local Agreement, the allocation of relief time as established by the Company, will be redistributed at the implementation of a modified schedule. Consequently, we are informing you that employees assigned to modified work schedules with no control on the hour at which they may take relief or break period, will have fifty-seven point five (57.5) minutes of relief (or break) period paid each day. The total 57.5 minutes daily relief (or break) period is calculated in the following manner:

(2 reliefs/day x 23 minutes) x 5 days = 4 days = 230 = 57.5 minutes/day This will not cause any prejudice to the exclusive right of the Company to establish work schedules and determine work hours. However, only the provisions of letter no <u>8 of</u> the October **28**, **1996** Local Agreement will apply if Management decides to end the modified work schedule.

Personal relief on the 4 x 10 shift:

During negotiations concerning the modified work schedule agreement dated October 15, 1990, the parties agreed that breaks on the 4×10 modified work schedule would be of thirteen point five (13.5) minutes.

(4:17) FOR INFORMATION PURPOSES ONLY -APPLICATION OF THE 4 X 10 MODIFIED SCHEDULE

(1) It has been agreed during the discussions concerning the 4×10 schedule (hereinafter referred to as Shift 2A), a shift beginning at a different time, will be set up in Maintenance Department (V-8).

(2) This shift (hereinafter referred to as Shift 2B) will begin on monday on a five (5) days a week basis $(5 \times 8 \text{ hours})$.

(3) This shift **(2B)** will consist of a maximum of fortyeight **(48)** skilled trades jobs and the trades designation will be determined when this shift will be formed.

Moreover, the following job tasks will be added to this shift:

1 toolmaker-inspector

5 general maintenance servicemen (GMS)

2 employees at the expense store (A-2 Department)

1 truck lift driver

(A-2 Department, classified ST)

(4) The parties agreed that the Company may exceed the amount of employees required on the **2B** shift provided that employees volunteer in these said classifications as per paragraph 3:**12** of the Local Agreement.

(5) The provisions of paragraph 3(12) of the Local Agreement will remain into force for the purpose of the application of this agreement.

(6) If the number of employees on 2B shift exceeds requirements, as stipulated in paragraph 3 above, any employee can be transferred to another shift at his request till the number of employ-ees stipulated in paragraph 3 is reached. (Provided that three (3) months had passed by since he uses his right for transfer as per paragraph 3:12 of the Local Agreement).

(7) If the amount of employees on 2B shift exceeds the required amount of employees and one employee requests a transfer on 2A shift, one job on 2B shift will be transferred on 2A shift provided that the employee who made the request has more seniority than the employee who had the job on 2B shift.

(4:18) NIGHT SHIFT - 5 X 8 SCHEDULE EMPLOYEES OF SERVICES DEPARTMENTS (SHIFT 2B)

During the discussions concerning the night shift schedule (4 x IO), the company informed the Union that some service departments employees would be assigned on a 5 day, 8 hours a day shift. This shift is being called the "2B shift". The various issues related to service department employees working 5 days of 8 hours, were resolved **as** follows:

(1) As discussed, a limited amount of employees, such as described below, will be assigned on the 2B shift. The minimum number may, at the discretion of the company, increase above specified numbers in this letter in the event employees volunteer to work on that shift. The company also reserves its right to reduce the amount of employees assigned on 2B shift.

(2) Two employees will be required at the expense store.

(3) One employee for Material will be required and that employee will report to Maintenance Department, with the classification of ST (TP) - Material.

- (4) A machinist will be required.
- (5) Five (5) employees classified GMS will be required.

(6) Forty-eight (48) employees will be required in the classification of skilled trades (maintenance and tooling). The needs for employees in different trades will be established by Management. Management will inform the Union of the distribution of the manpower.

(7) The parties have agreed that in the event the assembly line increases <u>or reduces</u> its speed, the amount of required employees would be revised by the parties.

(4:19) RELIEF PERIOD - SHIFT 2B

The parties agreed to revise the start and the end of the shift which will be from 15h,30 to 23h,30. This new schedule includes a 24 minutes relief paid period in order to allow employees the access to food and beverages services.

(4:20) COMPULSORY OVERTIME ON NIGHT SHIFT(2A)

It is agreed between the parties that the following conditions will apply to the hours specified in the Local Agreement as being compulsory overtime on night shift (2A) following the 4×10 modified schedule agreement:

(1) Contractual obligations will remain unchanged as per paragraph 3:13 of the Local Agreement, but are with drawn by the conditions stated in this letter.

(2) When overtime will be necessary, the Shop Committee will be informed. A joint decision to make such overtime either Friday night or on Saturday (day shift) will be taken.

(3) If Saturday is chosen, night shift employees may inform their supervisor before the end of the shift of the Wednesday preceding tihe week such overtime is scheduled, of their non-availability for such overtime by presenting a form provided by Management.

(4) Management will ask day shift employees to replace evening shift employees who do not want to work that evening.

(5) On the Monday of the week the Saturday is scheduled, Management will tell the Union if the amount of employees is too low and require their assistance, if necessary.

(6) In the event the amount of employees is still too low to operate in normal conditions that Saturday, the Union will be informed the preceding Wednesday.

(7) Should any problem occur during the application of the 4×10 agreement, it will be discussed between the parties.

(4:21) OVERTIME CAUSED BY EMERGENCIES

With respect to paragraph 3:13 (6) of the Local Agreement, it is agreed that in the event where operations are affected by an emergency situation and that production losses must be done in overtime on a Friday night on night shift (2), a minimum of four (4) hours will be scheduled.

Should a problem occur due **to** this situation. a discussion will be held with Union to explore different manners to work this overtime.

IN WITNESS **WHEREOF**, the parties hereto have caused these Local Agreements to be executed by their duly authorized officers and representatives as the day and year just above written.

FOR:

FOR

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTA-TION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 1163 BOISBRIAND, QUE. GENERAL MOTORS OF CANADA LIMITED BOISBRIAND, QUE.

Denis Petelle Richard Fournier Daniel Bélanger Guy Pronovost Denis Foucault Jean-Claude Brousseau Michel Thibault Larry Séguin Tony **Costa** Carolyne Watts Gilles Cadieux L. Pierre Comtois Viviane Raymond

FOR

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)

Roland Francis

LOCAL AGREEMENT CONCERNING THE ALTERNATIVE WORK SCHEDULE FOR THE POWERHOUSE

intervened into this twenty-eight of October 1996

BETWEEN:

General Motors of Canada Limited P.O. Box 660 Boisbriand, Que. (Hereinafter referred to as the Company)

AND

National Automobile. Aerospace. Transportation and General Workers Union of Canada (CAW-Canada) and its local 1163 82 Grande Côte Boisbriand, Que. (Hereinafter referred to as the Union)

WHEREAS

The parties, together with other parties, entered into an agreement dated <u>October 28, 1996</u>. (Hereinafter referred to as the "Master Agreement"); and

WHEREAS

The said Master Agreement contemplates that certain matters related to seniority may be subject to local agreement, those questions are herewith made the subject of this agreement concerning the alternative work schedule for the Power House.

WITNESSETH:

(5:01) The modified schedule will allow the employees assigned to the Power House to work twelve (12) hours per day according to the provisions set forth in this Understanding. The parties have agreed to make these changes according to the principles set forth in Document 107 attached to the Master Agreement dated October 21, 1987, entitled: "Pilot Program - Alternative Work Schedules". The modified schedule of the Power House shall at all times ensure the efficiency of operations at the Ste. Therese Plant. The provisions of this Understanding shall not modify, change or replace any provisions of the Master Agreement entered into between the parties dated October 21, 1987, except for what is stipulated herewith. This Understanding applies solely to the employees assigned to the Power House, i.e. Department V8, of the Ste. Therese Plant.

(5:02)(A) The alternative work schedule for employees classified as Power House Operators (i.e. excluding employees classified as Shift Leaders) shall consist of a forty-four (44) hour week followed by a thirty-six (36) hour work week, according to the following typical schedule:

wк MON TUE WED THU FRI SAT SUN TT 0 8N 12N 0 0 12D 12D 44 1 12D 0 12N 12N 0 0 36 2 0 0 8D 12D 0 0 12N 12N 44 3 4 12N 0 0 12D 12D 0 0 36

Hours of work per day/week

N.B.: "N" =Night, "D" =Day, "O" = OFF

(B) The alternative work schedule for employees classified as Shift Leader shall consist of a forty-eight (48) hour work week followed by a thirty-two (32) hour work week, according to the following typical schedule:

-		110		TOIR DO	I uay/w	CCK .		
wк	MON	TUE	WED	THU	FRI	SAT	SUN	TT
1	8D	0	0	12N	12N	0	0	32
2	0	12D	12D	0	0	12N	12N	48
3	8N	0	0	1 2D	12D	0	0	32
4	0	12N	12N	0	0	12D	12D	48

Hours of work per day/week

(5:03) Paragraph (82) shall be modified as follows:

When the regular work day is twelve (12) hours, an employee who has worked this twelve (12) hour work day at the applicable straight time rate shall be paid at the rate of time and one-half for all further time worked by the employee on that day. When the regular work day is eight (8) hours, an employee who has worked his eight (8) hour work day at the applicable straight time rate shall be paid at the rate of time and one-half for all further time worked by the employee on that day.

(5:04) Paragraph (86) shall be modified as follows:

(a) When the regular work day is twelve **(12)** hours, a power house employee shall be paid at the rate of time and one-half for hours worked in excess of twelve **(12)** hours at straight time in a day. When the regular work day is eight (8) hours, a power house employee shall be paid at the rate of time and one-half for hours worked in excess of eight (8) hours at straight time in a day.

(b)(1) A Power House employee, except in the case of a Shift Leader, shall be paid at the rate of time and one-half for hours worked in excess of forty-four (44) hours at straight time rate during his work week, when such employee's regular work week is of forty-four (44) hours; a **Shift** Leader shall be paid at the rate of time and one-half for hours worked in excess of forty-eight (48) hours worked at straight time during his work week when such employee's regular work week is forty-eight (48) hours.

(b)(2) A Power House employee, except in the case of a Shift Leader, shall be paid at the rate cf time and one-half for hours worked in excess of thirty-six (36) hours at straight time rate during his work week, when such employee's regular work week is of thirty-six (36) hours; a Shift Leader shall be paid at the rate of time and one-half for hours worked in excess of thirty-two (32) hours worked at straight time during his work week when such employee's regular work week is thirty-two (32) hours.

(c) A Power House employee shall be paid at the rate of time and one-half for hours worked during the employee's regular shift's days off during the work week, except for the hours worked on the last day off of the employee's regular shift during the work week;

(d) A Power House employee shall be paid at the rate of double time for hours worked on the last day off of the employee's regular shift during the work week.

(e) Such employee working in necessary continuous seven day operations whose occupations involve work on Saturdays and Sundays shall be paid an additional twenty-five (25) cents per hour for time worked, which shall be included in computing vacation pay allowance, holiday pay, bereavement pay, jury duty pay, overtime and night shift premium.

(f) Such employee will be paid time and one-quarter (1,25 times straight time) for hours worked on Sunday, unless such hours are payable at an overtime premium rate under any other provisions of this Agreement.

(5:05) Paragraph (87) shall be modified as follows:

When the regular work day if of twelve (12) hours, an employee shall be paid at the rate of double time for all hours worked by the employee on the holidays specified in paragraph (90) and for all the hours worked on a specified holiday in excess of twelve (12) hours worked on a shift which starts the preceding day and runs over into one of the specified holidays. When the regular work day is of eight (8)hours, an employee shall be paid at the rate of double time for all hours worked by the employee on the holidays specified in Paragraph 90 and for all the hours worked on a specified holiday in excess of eight (8) hours worked on a shift which starts the preceding day and runs over into one of the specified holidays.

(a) When the regular work day is twelve (12) hours, in addition to the amount an employee shall be paid pursuant to Paragraph 87, an employee who performs work on the holidays specified in Paragraph 90 shall also receive further payment at the employee's regular hourly straight time rate for all hours worked in excess of twelve (12) hours during that day or days. When the regular work day is eight (8) hours, in addition to the amount an employee shall be paid pursuant to Paragraph 87, an employee who performs work on the holidays specified in Paragraph (90) shall also receive further payment at the employee's regular hourly straight time rate for all hours worked in excess of eight (8) hours during that day or days.

(5:06) Paragraph (108) shall be modified as follows:

A night **shift** premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart:

	Scheduled shift starting time	Amount of shift premium
(1)	On or after 11:00 am and before 7:00 pm	Five percent
(2)	On or after 7:00 pm and on or before 4:45 am	Ten percent
(3)	After 4:45 am and before 6:00 am	Ten percent until 7:00 am

When the regular work day is of twelve (12) hours, an employee affected by (1) above shall be required to work

more than thirteen (13) hours and until 6:00 a.m. or after, he shall be paid a shift premium of ten percent for the hours worked after 4:00 a.m. When the regular work day is of eight (3) hours, an employee affected by (1) above shall be required to work more than nine (9) hours and until 2:00 a.m. or after, he shall be paid a shift premium of ten percent for the hours worked after midnight.

For the application of the preceding provisions regarding night shift premium, an employee shall be paid, as the case may be, at the premium of the shift that employee works on a particular day.

(5:07) Notwithstanding the provisions of this Understanding, employees eligible for bereavement pay according to Paragraph (164)(b) of the Master Agreement, shall be paid at the rate that those employees would otherwise have earned during the hours paid at straight time during the four (4) approved bereavement days, up to thirty-two (32) hours per eligible death.

(a) Jury duty pay will be compensated according to the provisions of Paragraph (164)(a) on the basis of the amount of wages the employee otherwise would have earned during straight time hours subject to a maximum of twelve (12) hours per day for the days that such employee would otherwise have worked. However, the amount of wages allowed to a Power House Operator (i.e. excluding Shift Leaders) shall not exceed thirty-six (36) hours or forty-four (44) hours per week according to one or the other alternative. In the case of a Shift Leader, the amount of wages allowed shall not exceed thirty-two (32) hours or forty-eight (48) hours per week according to one or the other alternative as established.

(5:08) For the purpose of administering the provisions of Section XIV (Vacation Pay Allowances) of the Master Agreement for employees assigned to an alternative work schedule, an employee will be able **to** utilize his paid absence allowance credit according to the provisions of the Master Agreement following the understanding that employees shall

be credited as having utilized such allocation according to the number of hours provided for in their schedule which they have not worked. (Example: an employee who benefits from a twelve (12) hour day of paid absence allowance shall have twelve (12) hours deducted from his paid absence allowance credit).

(5:09) APPLICATION OF PARAGRAPH 1:09(H) AT THE POWER HOUSE.

The Company confirms the agreement between the parties to the effect that the provisions of paragraph 1:09(h) of the Local Agreement will apply for the V8 employees.

If any problem occurs due to this application, the question will be discussed between the parties.

(5:10) NEW CLASSIFICATION - 1" OPERATOR - POWER HOUSE - V-8

The Company wishes to inform the Union of its intention to establish a new classification of first operator at the Power House, department V-8. The hourly rate will be **as** per the Master Agreement and he will be subject to automatic annual raises according to the agreements.

IN WITNESS **WHEREOF**, the parties hereto have caused these modified Local Agreements to be executed by their duly authorized officers and representatives as the day and year just above written.

FOR:

FOR

NATIONAL AUTOMOBILE, AEROSPACE. TRANSPORTA-TION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 1163 BOISBRIAND, QUE. GENERAL MOTORS **OF** CANADA LIMITED BOISBRIAND, QUE.

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FOR.

NATIONAL AUTOMOBILE. AEROSPACE. TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)

Roland Francis

DOCUMENTS

DOCUMENT Nº 1

MUTUAL OBJECTIVES AND COMMITMENTS

1. Introduction

The parties to this agreement recognize that the Company, the Union and the employees will benefit from the sustained economic activity of the GM Ste. Therese Assembly operation in Boisbriand. The Company's primary objective is to grow and prosper while ensuring the health and safetv of its employees. Similarly, the Union and the employees, as long as such economic activity can be sustained, will continue to reap the rewards of their contribution, through improved economic status and long term job security, but also as a dignified group and fulfilled individuals.

2. Recognition

This agreement is intended to provide the basis for a working relationship which will allow the Company, the Union and the employees to attain their respective objectives through mutual trust, respect and dignity.

Accordingly, the Company recognizes the role of the Union in improving the quality of life for its members, ensuring their long-term job security and providing a working environment in which people are treated with respect and dignity, and finally, in which they are afforded an opportunity for individual fulfillment.

The Union recognizes the Company's primary objective to grow and prosper by fostering a relationship with the Union and its membership that will maximize its ability to build the highest quality automobile in the world at the lowest possible cost to the consumer.

3. Objectives & Commitments

In view of the above, the parties to this agreement have earnestly sought and developed means which will enable them to achieve their objectives. The basis of this new relationship is based on the parties' commitment to the following:

- Involve all employees in the process of building a quality automobile.
- Encourage all employees to voice their concerns and ideas on matters relating to the product and their work environment.
- Work together.
- Continuously seek new ways of improving our competitive position, our product quality and the quality of life of our employees.

DOCUMENT Nº 2

LIVING AGREEMENT CONCEPT

The Company and the Negotiation Committee have discussed at length difficulties in applying provisions of the current local agreement which impact the plant, the product and the employees.

Accordingly, the Company and the Negotiation Committee to this agreement have endeavoured to respond to these difficulties and have made certain modifications to the existing Local Agreement.

In order to provide for on-going dialogue and problem solving, the Company and the Negotiation Committee commit themselves to the concept of maintaining a Living Agreement wherein either party may request, to bring to the attention of the other party, any provision of the Local Agreement that requires modification to better address the needs of the organization, the Union and the employees on a continuing long term basis.

Should it be determined by the Company and the Negotiation Committee that such modifications are required, the Company and the Negotiation Committee will enter into discussions to resolve the issues on mutually agreeable terms.

DOCUMENT Nº 3

WORK UNIT CONCEPT

Introduction

The parties have discussed at length during these talks of the need to continuously improve the plant's competitiveness in the global market place.

The Work Unit concept is the cornerstone of a new worldclass agreement. Fundamentally, the parties agree that the interests of all concerned will best be achieved **if**:

• Employees are involved in the decisions that affect their working lives.

- People work together to improve <u>health and safety</u>, product quality, productivity and the work environment.

Accordingly, the parties have set forth the following Work Unit guidelines which are intended to promote the involvement and participation of all employees in manufacturing the highest quality vehicle at the lowest possible cost.

Basic Concept

The Work Unit concept involves groups of employees working together on a task in the overall assembly of a vehicle. Work Units will be made up of individuals whose tasks are similar or whose tasks are integrated in the assembly process. The composition of a Work Unit should be planned in order to generate maximum synergism. The Work Unit is responsible for all facets of the process to which it is assigned.

Each Work Unit is made up of several employees who share in the responsibility of completing the tasks, work together in seeking better ways of doing the job, improving product quality and enhancing their work environment, accordingly attendance is important. Each Work Unit will have a Support Technician who will assist the Work Unit in completing the task at hand as well as coordinating its various activities.

Work Unit Responsibilities

A Work Unit is, as a group of employees, responsible for the following:

- Completing assembly cycle.
- Monitoring quality of product.
- Enhancing the work environment.
- Providing assistance and training to other employees within the group.
- Maintaining notes of all meetings.
- Striving for constant improvement in cost, process & quality.
- Knowing other jobs within the Work Unit.
- Ensuring equipment is in proper condition to operate.
- It has been agreed that employees will attend the work unit meetings on a voluntary basis.

Work Unit responsibilities include the concept of checking the Units work as well as marking observed defects. Repair work is performed by the unit thereby facilitating completion of their assembly responsibility.

Good housekeeping within the Work Unit contributes to a pleasant work environment. The unit should work together to maintain good housekeeping within their area.

Duties and Responsibilities of Support Technician

- Includes all the duties and responsibilities of the other Work Unit employees.
- Arrange and facilitate Work Unit meetings.
- Work with technical experts and/or other Support Technicians on problems raised by Work Unit and report back to same.
- Masters all jobs in Work Unit.

- Be familiar with all jobs under the Work Group Coordinator.
- Replace absent Work Unit employees if no ST(TP) is available in his department.
- Replace for emergencies.
- Ensure adequate supplies.
- Train other Work Unit employees.
- Communicate information to Work Unit.
- Cooperate with management to resolve particular problems.
- Periodical y verify the quality of the product as determined by the Company and maintain the necessary documentation to allow the Support Technician (ST) to follow-up on the work done in order to ensure worldclass quality.
- The parties also recognized that it is not the Support Technician's responsibility to supply work unit members with additional relief in addition to the provisions of Letter #8 and paragraphs 4:18 and 4:21 of the Local Agreement.
- Perform other duties assigned by the Work Group Coordinator.

Responsibilities for Work Units and Support Technicians for General Maintenance, Quality-Assurance and Material Handling Work Units will be consistent with the principles set forth above.

Work Unit responsibilities (Skilled Trades)

A Work Unit is, as a group of employees, responsible for the following:

- Completing maintenance work, performing repair and/or construction on system to which a Work Unit is assigned.
- Ensuring the quality of their work.
- Enhancing the work environment.
- Responding diligently to emergencies.
- Providing assistance and training to other employees within the Work Unit.
- Maintaining notes of all meetings.
- Ensuring sound material management and supplies.

- Striving for constant improvement in <u>health and safety</u>, cost, maintenance process, repair construction and quality.
- Providing service to all departments.
- Being familiar with the total system to which the Unit is assigned.
- Verifying completed work and correcting deficiencies.

Duties and Responsibilities of Support Technician **(skilled** trades)

Includes all the duties and responsibilities of the other Work Unit employees within his trade.

Arrange and facilitate Work Unit meetings.

Work with technical experts and/or other Support Technicians on problems raised by the Work Unit and report back to same.

Be familiar with all systems under Work Group Coordinator.

Replace absent Work Unit employees within his trade if no replacement is available.

Replace for emergencies (within his trade).

Ensure adequate supplies.

Provide assistance to Work Unit employees in the performance of their tasks.

Work with technical experts and/or other Support Technician.

It has been agreed that employees will attend the work unit meetings on a voluntary basis.

Communicate information to the Work Unit.

Cooperate with management to resolve particular problems.

Periodically verify the quality of the product as determined by the Company and maintain the necessary documentation to allow the Support Technician (ST) to follow-up on the work done in order to ensure worldclass quality.

Perform other duties assigned by the Work Group Coordinator.

Technician's responsibility to supply work unit members with additional relief in addition to the provisions of Letter #8 and paragraphs 4:18 and 4:21 of the Local Agreement,

Attendance atWork Unit Meetings

It is agreed that employees will attend Work Unit meetings on a voluntary basis. In the event Work Unit meetings are held during overtime hours. or during lunch or break periods. employees will attend on a voluntary basis.

DOCUMENTNº 4

STATEMENT ON QUALITY

The parties agree on the need to maintain an on-going dialogue on the importance of building a World Class Quality product at the Ste. Therese assembly plant in Bolsbriand while providing greater job security for the employees and assuring the Corporation a reasonable return on investment.

The parties recognize that it is in the interest of Management, the Union, the employees and our customers to constantly search for new ways of improving product quality.

In the global market in which we compete, we witness the unrelenting efforts of other manufacturers to increase their market penetration. We see their committeent to Quality. To maintain the competitive position that will provide **us** with long term job security, the parties agree that, ultimately, a defectfree product is our quality objective.

DOCUMENT Nº 5

JOINT COMMITTEE TO EVALUATE AND CONSTANTLY IMPROVE EFFICIENCY OF THE PLANT

Statement of mutual concerns and opportunities

Parties to the local agreements have recognized the importance of having a common understanding of the efficiency of the plant as it is measured locally, nationally and internationally by management of the plant, of the company and by competition. It is agreed that such common understanding is the basis for joint assessment and implementation of plant efficiency improvement opportunities. Local management also recognizes that it is its prime responsibility to provide appropriate information to the union and employees to achieve such common understanding.

For these reasons and with the objective of jointly evaluating and improving the efficiency of the plant, the parties agreed to the following undertakings:

Local union and management leaders meetings

On a periodic and mutually satisfactory frequence, the plant manager and the chairman of the shop committee, together with their immediate associates, and if needed, one member of the shop committee, will meet to review all key elements affecting the overall efficiency of the plant.

Such review shall include:

(a) information with respect to the overall performance of GM Canada with respect to sales and market penetration and status on competition performance;

(b) performance reports of vehicles assembled by the plant (sales, quality, CAMIPS...);

(c) Plant internal efficiency measures data with respect to production, inventory and quality.

(d) Plant Budget performance.

Furthermore, meetings will be held to review special matters of common interest such as new investments, major projects, new technology implementation as described in document 49 of the Master Agreement, "Contracting-out Advance Discussions" as per document 49 of the master agreement.

Such information will be reviewed by the parties **to** determine actions to be taken or implemented to secure concrete and measurable improvements in the efficiency of the plant, taking into consideration the well-being of the workers as well as of the business.

The parties agree that this committee will operate in accordance with the same principles established under the current GM/CAW committee.

DOCUMENT N° 6

JOINT COMMITTEE FOR PEOPLE MOVEMENT

The parties agree that the rules governing the movement of people have been developed within the world-class spirit of this new agreement and reflect our commitment to the following mutual objectives to:

- Create an opportunity for employees to perform work that they prefer.
- Create a work environment in which employees have a voice in matters that affect their working lives.
- Create a work environment characterized by a constant effort to improve cost-competitiveness and product quality.

The parties acknowledge that the Joint Committee on People Movement shall take into consideration the provisions of the Local Agreement whenever people movements are reviewed. If, during meetings of the Joint Committee on People Movement, there are issues involving implementation of exceptions to the provisions of the Local Agreement related to people movements, these issues will be referred to the Shop Committee for discussions purposes between the parties.

Accordingly, the parties have agreed to modify the transfer provision of the Local Agreement and have established the "Joint Committee for People Movement" who will meet weekly to perform the following duties:

1. Administrate the transferring of employees in accordance with applicable provision of the Local Agreement.

2. Ensure fair and consistent application of manpower movement provisions through the centralized application procedure.

3. Plan for anticipated fluctuations in manpower requirements.

It is the intent of the parties to foster a relationship which fairly balances the desires of employees and the requirement to maintain efficiency of operation.

All transfer requests as per paragraphs 1:05. 1:06(A). 1:06(B) and 3:12(B) of the Local Agreement will be put on hold during the Document 61 summer application period.

The parties will agree on the effective date and determine the application period of this paragraph.

The implementation responsibility of this paragraph will be done through the joint committee.

DOCUMENT Nº 7

ALTERNATIVEWORK SCHEDULES, IMPROVED UTILIZATION AND POTENTIAL JOB CREATION

During recent discussions, the parties committed to discuss an Alternative **Work** Schedule which would result in greater facility utilization. It is recognized that an improved facility utilization will contribute significantly towards the common objective of improved world-wide cost competitiveness. **An** objective of creating such increased capacity is to provide for job security and potential job creation.

Accordingly, the parties have agreed to address the issue. A joint Union/Management committee will be established within three (3) months of the ratification of the new agreement. The joint committee will meet regularly to study various alternative schedules. Local management and the local union will each designate three (3) representatives to form this joint committee. In any event, the parties will designate their representatives within two (2) months of the ratification of the agreement.

Finally, the parties recognize that implementation of the committee recommendation will first require Negotiation Committee and Corporation review and approval, and additional demand for the product.

MEMORANDUM ON TRAINING

In their vision of world class quality and cost competitiveness, the parties to this agreement recognize that the Ste. Therese assembly plant in Boisbriand workforce represents the most important resource in achieving world class quality while pursuing improvement of operational effectiveness. Hence, the parties have acknowledged the necessity for both skilled and unskilled employees to continually upgrade their abilities, skills and expand their knowledge base to actively participate in enhancing our competitive position. This statement on training is intended to provide the basis for the development of a comprehensive training program to improve the working skills of our workforce.

The parties agree that such a comprehensive training program can best be developed through a joint process including Union and Management representatives. Accordingly, concurrent with this new agreement, a joint Union/Management committee will be established. This committee will review and analyze the training needs of both skilled and unskilled employees. Emphasis will be placed on the training requirements as derived from the introduction of new technology, the changing organization of work for both skilled and unskilled employees and the training required in view of the restructuring of the workforce into work units. This committee will meet regularly and assess the progress of training activities. The committee will identify difficulties and make recommendations to resolve any deficiencies.

From the Company's standpoint, training is viewed as an investment in its human resource asset. For this reason and to facilitate off-the-job-training of the workforce, the company, during the transition period, will provide a training replacement pool of employees. The replacement pool size will reflect the training needs, and it is anticipated that these needs will vary over time as required.

The parties consider training an on-going activity to provide the workforce with the necessary knowledge, skills and tools to perform their assigned duties. In light of this fact, it is the responsibility of the joint Union/Management committee to oversee that the training programs develop the workforce in order to maintain our plant's leading position in quality, efficiency of operations and fostering a mature working relationhip.

Finally, the parties recognize that our employees have a role to play in achieving our training objectives as well as our plant objectives; employees shall participate in training sessions which are relevant and related to their work.

RULES GOVERNING THE P.A.A. PROGRAM

During the recent negotiations, the parties discussed at length the guidelines to follow for the uniform administration of the paid absence allowance (P.A.A.) program at the Ste. Therese plant in Boisbriand.

Any eligible employee may make use of his paid absence allowance in the following manner:

a) An employee must apply in advance on a form designed for this purpose which he can obtain at his Supervisor's office.

b) 50% of the allocated paid absence allowance will be granted on a long term basis, that is to say that the employee who applies for one (1) day or several consecutive days will receive a reply at the latest one (1) month preceding the day

d) If an unexpected situation occurs, an employee may apply for a P.A.A, within delays other than those stated in paragraphs (a) and (b) above. In such case, the employee will receive a reply as soon as possible.

e) In order to determine which employees will be granted the paid absence when too many employees have applied for the same period and so that it is not always the same employees who will benefit from obtaining a preferential paid absence of Mondays. Fridays (Thursdays for night shift - 4 x 10 regular schedule - or Fridays for the night shift - 5 x 8 schedule), the day preceding or following a Holiday, Management will apply the following procedure to

c) 50% of the allocated number of paid absence allowance will be granted on a short time basis, that is to say that the employee who applies for one (1) day or several consecutive days will receive a reply at the latest seven (7) days preceding the day of the absence,

obtain a fair rotation of preferential days among all employees.

- 1) The number of preferential days of absence the employee already received.
- 2) The number of hours of P.A.A. the employee has already used.
- 3) The employee's seniority,
- 4) In accordance with paragraph 115(a) of the Master Agreement. an eligible employee may use his paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to the employee, provided the employee's absence from work is authorized for sickness and for not less than four (4) continuous hours (when not receiving sickness and accident insurance benefits or workers compensation benefits form the C.S.S.T.).
- f) In the situation of a plant closure or a lavoff. Management will cancel all approved requests and change the absence code to the one of layoff.
- g) On June 30" of each year, employees will be equalized for the purpose of the application of paragraph 3 above.
- h) The Company confirmed that the employees would be advised forty-eight (48) hours in advance of the approval or refusal of their P.A.A. request.
- 1. Employee bank for P.A.A. requests

Management will consider the Union's request while continuing to ensure the efficiency of the operations. As in the past, this question may be subject to discussion to resolve any issues.

DOCUMENTN[®] 10

The parties agreed on the following items:

1- Data Collection

Data collectors will be included in the non-interchangeable occupational seniority group of Assembly Technician in the Quality Assurance department.

2. Incidental Material Handline tasks under Work Unit Responsibility

Material Handling tasks will be performed by the Work Unit, However, it is further understood, that upon ratification of the new agreement, the parties will investigate the matter, based on process requirements related to any new product allocation, and will jointly establish the scope of such incidental Material Handling tasks to be performed within the Work Unit.

3- Production tasks

Following the discussions concerning the production tasks, the parties agreed that certain skilled trades tasks could be done by production or services employees in **order to improve the efficiency of operations**. The tasks intented to be performed by production employees are: - paint with a spray can for lettering purposes;

- Material Handling employees (A-2) will assemble and dismantle roller racks.



JOB ROTATION

Employees will be assigned **to** a particular job. However, employees who choose to rotate jobs with other employees may do so on a voluntary basis.

Jobs rotation - Ergonomic Committee

The parties agree that in order to allow our Ste. Therese employees to build **a** product of high <u>quality</u> while ensuring their safety. a job rotation mechanism will be necessary for employees assigned to certain jobs.

The following rules will apply to implement job rotation:

1. A recognized analysis method will be used to identify job stations with ergonomic problem. As a result of a recommendation based on the use of this analytical method (Work station help to the ergonomic analysis - Ste Therese plant), from the Ergonomic Committee, the employee assigned to work station identified as having an ergonomic problem, will rotate. This rotation will take place when no reasonable, temporary or permanent solution is identified in terms of cost and efficiency. The rotation will be done with other jobs that do not have similar ergonomic problems in the same section starting with the youngest employee at the time this rotation is implemented.

2. Employees who will be assigned to a job where rotation is mandatory because of an ergonomic problem. will be paid the rate of Support Technician (Bank) (ST(B)). When the ergonomic problem is corrected at the job station and that rotation is no longer mandatory, employees will be paid the rate of the classification of their job.

3. When rotation is established as a temporary measure, **a** timing calendar will be established between the parties to implement permanent measures. A regular review of this calendar will be conducted by the Ergonomic Committee and appropriate responsible persons. Any abusive delay can be

brought to Management and will result in stopping the rotation.

<u>4-</u> Any problem resulting from the application of this agreement will be discussed between the parties.

SERVICES ON THE NIGHT SHIFT

DOCTOR

The parties agreed that the Company will ensure the presence of a doctor for **a** period of four (4) hours on the second shift.

BENEFITS OFFICE:

(1) The Company has agreed to assign a benefit office attendant until 8:00 p.m. every evening in the same office **as** the day shift.

(2) A trained attendant will be assigned to the evening shift in order to answer various questions.

(3) Information requests brought to the attention of the Payroll office will be answered at the latest the next day.

(4) Periodic meetings will be held with Union representatives from the evening shift in order to reassess Benefits services.

PAYROLL OFFICE:

1. The necessary manpower will be assigned to the evening shift in order to meet the work volume.

2. A trained attendant will be assigned to the evening shift in order to answer various questions.

3. Supervisors shall receive a training in order to ensure that they fulfill their responsibility as it relates to Payroll.

4. **An** improved follow-up shall be done with supervisors before the "closing" date in order to avoid pay errors.

5. Supervisors will follow-up daily recaps in their work units in order to ensure that corrections are done without delay.

6. Information requests must be submitted to the Payroll office by supervisors, or operation managers in order to avoir duplicity of requests.

7. Information requests brought to the attention of the Payroll office will be answered at the latest the next day.

8. Periodic meetings will be held with Union representatives from the evening shift in order to reassess Payroll service.

9. Audits will be performed on badge readers in order to ensure that they function properly.

MISCELLANEOUS

(1) **DISTRIBUTION OF SUMMARIES**

The benefits summaries will be distributed annually, with a week interval between each department. Representation requests related to these will be forwarded to place other than the one usually used.

(2) NURSES

A nurse will be on duty, twenty-four (24) hours per day, Monday through Friday.

A nurse will be on duty, on overtime, in the plant Medical Center when more than 100 General Motors employees are at work.

INCIDENTAL TASKS -NON-SKILLED GENERAL MAINTENANCE

General Maintenance and cleanliness of the facility belong exclusively to General Maintenance Department V8 (nonskilled).

Current maintenance and cleaning practices shall be maintained, except for the provisions herein.

The parties recognize that in order to achieve a pleasant work environment, certain tasks which traditionally belong to General Maintenance Department may now be performed by Assembly Technicians.

Therefore, the normal sweeping of individual work areas in which Assembly Technicians are normally assigned, may be done by Work Unit Technicians in the way determined by these Technicians.

The normal cleaning of a work area in which **a** skilled trade performs his work may be performed by his Work Unit in such way determined by this Work Unit.

Any problem resulting from the application of this document may be raised for discussion between the parties.

HEALTH AND SAFETY - STE-THERESE PLANT

The parties established a mutual objective of maintaining and improving a healthy and safe work environment in accordance with the spirit of Document 73 of the Master Agreement and the Quebec Occupational Health and Safety Act.

In order to meet this objective, the parties, in accordance with the provisions of section V of Document 73 of the Master Agreement, agreed to make certain changes in the current structure which supports occupational Health and Safety acti-vities.

In accordance with the above:

1. The Union Health and Safety representation shall be **as** follows:

Position	Responsible	Hour	Shift
		5	
Health & Safety	As per Document 73 of	<u>40</u>	<u>DAY</u>
Representative	the Master Agreement		<u> 30 hrs - dav</u>
			<u>10 hrs - night</u>
			production
Prevention	Jointly administer the	<u>40</u>	DAY
Representative	Prevention Program		<u> 30 hrs - dav</u>
	and Paragraph 65 of		<u>10 hrs - night</u>
	the Master Agreement		production
Assistant	Replacement for:		DAY
Health & Safety	8 hours or more of one		<u> 30 hrs - day</u>
Prevention,	of the Health & Safety		<u>10 hrs - night</u>
<u>Ergonomy</u>	or Ergonomics		production
<u>Representative</u>	<u>Representatives</u>		
			presentative as
per Document 73 of the Master Agreement.			

HEALTH & SAFETY COMMITTEE

2. The Union representation on the Health and Safety joint committee to comply with the Quebec Occupational Health and Safety Act shall be as follows:

- The Chairperson of the Shop Committee;

- A day shift District Committeeman;
- An evening shift District Committeeman;
- The Health and Safety representative, as per Document 73 of the Master Agreement;
- The Health and Safety representative, <u>responsible of</u>
 <u>Prevention;</u>
- the Ergonomics representative.

At the latest, on April 1st 1988, the parties will agree by mutual understanding, on a structure which will describe the roles of Union Health and Safety representatives at the Ste-Therese facility in Boisbriand as well as the overall frame work in which these Union representatives will operate.

The local parties also agree that the principles and guidelines set forth herein may, in the future, be discussed and modified by mutual agreement in order to reflect operational, administrative, technological or other changes which may be undertaken at the Ste-Therese plant in Boisbriand.

<u></u>				
Responsible	Hours	<u>Shift</u>		
Ergonomic Program	<u>40</u>	DAY		
		<u> 30 hrs - day</u>		
		<u> 10 hrs - night</u>		
		production		
N.B.: The assistant is included in the Health & Safety union				
representation structure.				
	Ergonomic Program	Ergonomic Program 40 tant is included in the Health &		

ERGONOMIC COMMITTEE

<u>UNION REPRESENTATION COMMITTEES</u> <u>STE. THERESE PLANT</u>

SUBSTANCE ABUSE COMMITTEE

Position	<u>Responsible</u>	hours	<u>shift</u>			
Substance abuse	Substance abuse	<u>40</u>	<u>day</u>			
Representative	program					
Assistant Substance	Substance abuse	<u>40</u>	<u>night</u>			
abuse Representative program						
N.B.: In the event of	f the lay-off of the se	cond pro	duction			
shift, both the Subs	tance Abuse Represe	<u>ntative a</u>	nd the			
Assistant-Representative will be assigned to the day shift for						
40 hours per week each.						
N.B.: The recognized forty (40) hours in this document for						
the substance abuse representative come from the four (4)						
hours a week allowed to each of the ten (10) assistant-						
committeepersons, distributed in equal numbers on both						
production shifts, to investigate work accidents, as per a						
schedule to be determined by the parties.						

BENEFITS COMMITTEE

Position	Responsible	hours	shift
President. SUB	SUB Program	40	Day
Committee			
Assistant. SUB	SUB Program		<u>Day</u>
Committee	_		-
Representative,	SUB Program and	40	Night
benefits - night,	Insurances		
Vice-president			
Assistant. benefits -	SUB Program and		Night
<u>nïght</u>	Insurances		
Representative -	Pension Program	40 ·	_Dav
Pensions	Pension Program		Day
Assistant - Pensions	Presusiances Prognam	<u>40</u>	Day
Representative -			•
nsurances			
Assistant -	(nsurances Program		Day
nsurances	mouranovo i rogram		

EMPLOYEE COUNSELLING COMMITTEE

Position	Responsible	hours	<u>shift</u>
Employee	Employee	Refer to	Day
counselling	counselling	<u>Document</u>	
<u>representative</u>	program	<u>100</u>	
Assistant,	Employee	of the	<u>Day</u>
Employee [Variable]	counselling	<u>Master</u>	
counselling	program	Agreement	I
Representative	<u> </u>		

DOCUMENTN° 16

CAFETERIA

During the 1990 negotiations, the parties discussed at length of the cafeterias in the plant. During these discussions, the conversations focussed on the various problems that were encountered during the life of the agreement relative to the food served, the hours of operation, the use of vending machines and the prices charged.

It is recognized that the cafeteria committee is **an** effective means of bringing problems to the attention of all the interested parties. Therefore, it *is* agreed that because of the effectiveness of this committee, the committee should continue **to** function.

The parties further agreed that shortly following the ratification of this agreement, the Purchasing Department of General Motors will go out for tenders to choose a ceterer or many caterers. The tender document will be reviewed with the cafeteria committee for its input prior to the document going out. In addition, the cafeteria committee will be informed of the responses from the tender process. At this point, the committee may wish to provide the Purchasing Department its recommendations. It is understood that the Purchasing Department has complete and sole responsibility in choosing the tender or tenders.

Cafeteria facilities:

(a) With regard to the cafeteria and lunch room facilities at the Boisbriand Plant, it is the policy of the Company to make such facilities available to employees during the periods when employees are entitled to relief subject to the letter dealing with relief during the established lunch periods, and for reasonable periods prior to the regular starting times of the principal shifts. In the event of a change of conditions which would necessitate a change in the policy the matter will be discussed with the Shop Committee in advance.

available to service the cafeteria at all times. between

Monday and Friday when one of the regular three (3) existing shi e at work.

(c) The parties discussed at length a number of issues related to the quality of food and the service of the cafeterias. The Company and the caterer are committed to make efforts in order to improve the quality of service and of the food. With this in mind, the parties have agreed to formalize the existing committee which includes members of management, the union and the caterer.

(d) The <u>Company</u> will maintain its actual practices and number of cup-type soft drink and coffee-tea machines. Their location in different areas of the plant will be determined by the <u>Chairman</u> of the Shoo <u>Committee</u> and the <u>Labour</u> Relations Department <u>Supervisor</u>.

(f) Metal utensils will be available in the cafeteria and bod will be served in porcelain dishes.

PROTECTED AREA

During the discussions between the parties, the Union brought up the fact that several employees are absent from work because no job in the plant meets their medical restrictions and their seniority. The Union also brought up the fact that the parties could agree on a method to apply the collective agreements and create an area for employees governed by paragraphs 65(a) and (b).

After several discussions, the Company advised the Union it was ready to implement the protected area concept for employees governed by paragraphs 65(a) and (b) of the Master Agreement. However, the rules must be established between the parties before the implementation of this protected area. The joint committee will have the responsibility to define the jobs that will be assigned to employees transferred to the protected area. The amount of employees who will be in this protected area will depend on the amount of identified jobs within the plant's available jobs. This joint committee will be formed thirty (30) days after the signature of this agreement with the mandate to establish the main parameters for the implementation of this protected area no later than August 5, 1996.

The Negotiation Committee and Labour Relations representatives will approve the implementation parameters and modifications to the Local Agreement to allow this protected area to function.

TEMPORARY ASSIGNMENT PROGRAM

INTRODUCTION

The goal of this <u>Temporary Work Assignment Program is to</u> encourage the reintegration of a worker with temporary residual capacities as a consequence of a work-related accident or industrial disease.

<u>Consequently</u>, a <u>temporary</u> assignation must be offered to <u>employees</u> whose iniury/sickness does not involve an absence from work and to employees would benefit of a progressive return to work following an absence from work.

Elaborated jointly by GM and CAW. it respects the limits foreseen in the Law on the work accidents and professional sickness which Article 179 reads as follows:

An Act Respecting Industrial Accidents and Occupational Diseases: Article 179

Temporary Assignment of Work

The employer of a worker who has suffered an employment iniury may temporarily assign work to him until he is again able to carry on his employment or until he becomes able to carry on a suitable employment, even if this iniury has not consolidated, if the physician in charge of the worker believes that,

- 1) the worker is reasonable fit to perform the work:
- the work. despite the worker's injury, does not endanger his health. safety or physical well-being, or
- 3) the work is beneficial to the worker's rehabilitation.

L In all cases, the temporary work must be productive. The work must be approved by the worker's treating physician in writing and not exceed three weeks unless there is a mutual understanding. 2. In all cases, an employee will not be placed in temporary work assignation by himself on a permanent job, with the exception of a mutual agreement between the parties.

3. Since the treating <u>physician</u> authorization is <u>requested</u> for all new assigned tasks, the supervisor will assign the worker on an only task for the duration of the assignment. If the task comes to an end before the termination of the temporary assignment, the <u>employee</u> will be reassigned on another task while respecting the worker's limitations,

<u>4.</u> The worker may perform the temporary work on a time basi (partial days or weeks). It could also be combined with a treatment plan. At that moment, the worker will be paid for hours lost during treatments as he would have been at work, in reference with the established Payroll procedure.

STANDARDS

General Motors will use all available means to provide <u>Sproductive work for all its workers temporarily limited by</u> the consequences of a work-related injury or disease, as long as this work is not detrimental to the worker's rehabilitation.

DEFINITIONS

An Act respecting Industrial Accidents and Occupational Diseases

Industrial Accident;

Means a sudden or unforeseen event, attributable to any muse, which happens to a person, arising out of or in the course of his work and resulting to an employment injury to him.

Employment Injury: Means an injury or disease arising out of or in the course of

recurrence, relapse or aggravation.

Occupational Disease:

Means a disease contracted out of or in the course of work and characteristic of that work or directly related to the risks peculiar to that work.

CRITERIA OF ADMISSIBILITY

In order for a worker to be eligible for a temporary work assignment, the following criteria must be met:

- 1. The worker must have suffered a work-related iniury or industrial disease.
- 2. <u>The functional limitations must be prescribed by the treating physician of the worker.</u>
- 3. The temporary work assignment will not exceed three weeks unless there is a mutual understanding.
- 4. The worker consults his treating physician for written approval to perform temporan, work.
- 5. <u>The temporary work will be offered within the Ste.</u> <u>Therese Plant.</u>
- **6.** No temporary work assignment will be granted if we are aware in advance that the consolidation will be for twenty-one (21) days or more.
- 7. Also. the productive return to work of an injured employee is in the Management interest to maintain its productivity, control its costs and maintain its employees state of mind.

TEE PROCEDURE

Case 1A: The worker is not absent. no claim (CRN) is completed, temporary work is approved by treating physician.

A work-related injury occurs,
- The worker reports the injury to the supervisor, obtains a
medical card duly filled-out and proceeds to Health Services.
(immediately)
L
The worker prepares to consult his treating physician.
 The nurse explains the program to the worker.
• The nurse gives to the worker a Treating physician
authorization form (ST31).
• The worker returns to the Human Resources responsible
person for the Temporary Work Job Description form and to
obtain a pass coded 17. (maximum 1 hour delay)
- The worker returns to the nurse for the Aurhorization
Form for the treating physician to fill out and sign.
(immediately)
• The worker brings two forms to his treating physician.
(immediately)

The worker returns to the Health Service with his documents.

→	↓	↓
Return to	Temporary	Absence from
<u>regular work</u>	<u>Assignment</u> L	<u>work</u> NRC
	•	7,000

- Notice to GM of a work-related injury (ST35). The nurse fills the other required forms.

The worker begins the temporary work assignment.

The nurse follows-up on the worker's condition until the file is closed. The nurse notifies the Human Resources responsible person of any work-related problems.

The worker consults with his physician again, if required. - The worker brings the medical certificate to Health Services.

immediate1,

	\downarrow
1	End TWA (AST)
↓	t
Return to	NRC
<u>regular duty</u>	If limitations. > 3 weeks

* (RRN) Claim for reimbursement notice. CSST.

Case 1B: The worker is not absent. no claim (NRC) is completed, temporary work is not approved by treating physician.

Treating physician does not approve of this particular temporary work assignment.

The nurse and the Department responsible person will look for another temporary work assignment which respects the worker's functional limitations. (1 hour maximum delay)
If no work is available in the original department, the nurse will undertake the same steps with other departments.

- The nurse sends the job description to the treating physician for written approval. (immediately)

No other temporary work assignment can be found. • The worker returns home for a maximum period of two

days while pursuing the job search,

• If an other temporary work assignment cannot be found within 2 days, the worker will fill out a claim for reimbursement (NRC)

- If a job is found and approved by the treating physician, the Health Service will assume the responsibility of the search job period payment according to the established procedure by Payroll Department.

Case 1C: The worker is not absent. no claim (NRC) is completed, the worker is declared unfit for any temporary work by treating physician.

Treating physician	declares	worker	unfit	for	any
temporary work assis	nment.				
• The worker returns t	o Health S	ervices to	bring h	<u>nis me</u>	dical
certificate for an absence from work and fills out a claim for					
reimbursement(NRC).					
	1				

The worker is absent from work.

• The worker remains off work until he can return to a temporary assignm

placement case according to paragraph 65 of the collective agreement or to regular duty.

Case 2: The worker refuses to perform the temporary work.

Taken from An Act respecting Occupational Health and Safety (chapter S-2.1: articles 37 to 37.3 (appendix D))

The worker refuser to perform the temporary work assigned.

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The Health and Safety Committee examiner the situation.

 The Health & Safety Committee approves the temporary work assignment and the worker agrees to **do** the <u>iob.</u>

- The Health & Safety Committee representatives do not come to an agreement, the CLSC designated physician is consulted to make a decision according to the orevention program.

- The worker still refuses to do the job that has been approved by the parties: he may apply for review thereof by a review office.

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The worker applied for review by the review office.

• He completes a NRC and is absent from work until the review office decision or his return to his regular iob

The worker does not agree with the review office decision

he may apply for review by the Appeal Commission.

The worker is in SPA,

If an employee is in temporary work assignment during his SPA week. his SPA week will be reassigned later in the same year.

The parties agreed that the fourteen (14) first **days** will begin at the end of the temporary work assignment, so the worker is not penalized while waiting the CSST decision,

DOCUMENTN° 19

SKILLED TRADES UTILIZATION

1. The purpose of this Memorandum is to provide the basis of understanding for the operating of skilled trades activities at the Ste. Therese assembly plant in Boisbriand. Certain provisions of this document are intended to be flexible in order to permit the parties, as they move forward, to adjust certain practices in accordance with the needs of the Company and its skilled employees, within the spirit set-out herein.

The principles set out in this document stem from the parties' commitment to a philosophy of working jointly in \mathbf{a} search for means of improving product quality and operation efficiency while enhancing the skills of all employees.

2. The parties agree that under normal conditions, skilled work will be assigned to employees within the classification that such work is commonly recognized to fall **as** outlined in the general job description to be jointly developed between the parties, and which becomes **a** part of this document by reference. However, it is understood that such assignments will include the right to access and perform incidental work including related welding that falls within the knowledge and abilities of the tradesman while working in **a** safe manner.

3. The parties recognize the advent of **a** highly automated facility using "state-of-the-art" technology with any future product allocation. In order for this equipment to operate with maximum up time and to its designed specifications, the role of the skilled tradesman becomes more vital than ever. It is the intent of the parties to approach this automated facility through dedication to **a** system, while assuring necessary flexibility. The same approach will apply to existing equipment, where tradesmen have acquired, with time, individual proficiency skills.

Accordingly, the parties agree to assign skilled tradesmen by Skilled Work Units to the various systems. These Skilled Work Units will be made up of the required trades to maintain the system and each tradesman will receive extensive training to enhance his ability to fully maintain the system, A Support Technician, also a tradesman, will be assigned to each Skilled Work Unit.

4. The parties discussed the implementation of **a** Support Technician - Bank (ST(TP)) classification in the V8 Department - specialized. The Company advised the Union that the Skilled Trades employees who are considered replacements will have the rate of Support Technician - Bank.

5. Welders - Incidental work

No employee classified "Welders" will be laid off as a direct result of other skilled employees performing incidental welding tasks.

6- Toolmakers-inspectors, machinists

The parties agreed to the following items:

Machinists will be paid the salary rate of employees classified Toolmakers-Inspectors.

Machinists will be reclassified Toolmakers-Inspectors and will have priority **to** work on machine tools. Moreover, their seniority as machinist will be adjusted in their new skilled trade classification: Toolmaker-Inspector.

Machinists reclassified Toolmakers-Inspectors will be into red-circled. However, the employee red-circled who requests a transfer pursutant to paragraph 3:12 of the Local Agreement, and is granted, will no longer be red-circled.

No employee classified Toolmaker-Inspector or Machinist will be laid off directly related to the amalgamation of these two (2) skilled trades classifications.

All Tookmakers-Inspectors can work on machine tools.

The Company will give the necessary training to Toolmakers-Inspectors in order to work on machine tools, where required.

7. Painter and Glazier - maintenance, Carpenter

The parties agreed to the following items:

Painters and Glaziers - Maintenance will be paid the salary rate of employees classified Carpenters.

Painters and Glaziers - Maintenance and Carpenters will be reclassified Painters-Glaziers-Carpenters.

The Company will give the Painters-Glaziers and Carpenters the necessary training to perform the work in the new classification of Painter-Glaziers-Carpenter.

The Company will assign Painters-Glaziers-Carpenters on day shift when there is work to be done on day shift.

The following tasks will be performed, in addition to the existing lines of demarcation for Painter-Glaziers Maintenance and Carpenters, by the new classification of Painter-Glazier-Carpenter :

- a) Wallpaper hanging and floor tiles installation in the plant except the AdministrativeBuilding;
- b) Relocalization of wooden platforms;
- c) Minor cement repair;
- d) Installation of mineral wool insulation on a wooden wall;
- e) Construction or demolition of a wall made of wood or dry wall;
- 1 The parties agreed that all paint jobs, except for that of supervisors' desk trave, buttpails, parts racks as well as the shelves supporting them, and non-motorized tool trucks, would be paid at the Painter & Glazier rate, either

as Extra Help or as Supplemental Help, whichever the case. As for the exceptions mentioned above, these jobs will be paid at the G.M.S. rate.

All jobs involving some kind of preparation, such as the gleaning of the walls prior to painting, will be paid at the rate of Extra Help or Supplemental Help. Painter & Glazier. All sanding jobs and steam cleaning of load bars and lift-trucks, however, will be paid at the G.M.S. rate, and at the applicable rate,

- **g)** Any painting in the plant with the exception of cars and car parts.
- h) No employee classified Painter and Glazier and Carpenter will be laid off directly related to the amalgamation of these two (2) skilled trades classifications.
- i) The parties agreed to establish **a** system for the application of the annual vacation, of Document 59 of the Master Agreement and the overtime.
- **j)** The parties agreed that in the event of **a** lay-off due to lack of work in this new trade, the layoff will be performed on the basis of the classifications of the employees in place **as** of January **13**, **1992**.
- **k)** Any new employee hired after January 13, 1992 in the classification of Painter-Glazier-Carpenter will be laid off according to the Master and Local Agreements.

In the event of **a** layoff in this classification due to **a** lack of work in painting, the parties agreed that the employees classified **as** carpenters before the amalgamation will not perform tasks that were classified painter-glazier maintenance during the length of the layoff.

In addition, in the event of a layoff due to a lack of work in the trade of carpenter, employees who were classified painter-glazier maintenance before the amalgamation will not perform tasks that were carpenters', during the length of the layoff.

For the purposes of applying these provisions, the list of the employees by classification, before the amalgamation, is contained in letter no 0037 dated December 6, 1991.

COMPANY LETTERS AND STATEMENTS

AND WORKING CONDITIONS

(The following letters and statements and working conditions which were furnished to the CAW are not a part of the Local Agreement but have been included in *this* booklet for information purposes).

LETTER Nº 1

UNSCHEDULED OVERTIME (0.1. 0.2 AND 0.3 ETC.)

It is Management's intention to minimize unscheduled overtime involving complete production Departments. To achieve this objective, such overtime will be restricted to situations in which the banks of jobs between Departments **are seri**ously depleted. Banks will be as follows;

Body Shoo - conveyor 217 - less than thirteen (13) bodies.

- A maximum of 0.2 hour of unforeseen overtime can be scheduled.
- Body Shop Department (B2) will not schedule overtime when the production forecast for the shift is met.
- Body Shop Department (B2) will not schedule overtime on the last working day. on shift 2A. 4 x 10.

Paint Shoo - between B4 and B6 - less than twenty-one (21) vehicles.

Trim Department • between B6 and C1 • less than fifteen (15) bodies.

In addition, for C1 Department employees, the parties agree that Management can schedule required overtime one (1) day in advance in order to meet its production objectives. The parties recognize that unforeseen overtime may be scheduled **on** secondary feeder conveyors or on sub-assembly conveyors in order to ensure the continuity of operations or because of a delay on such systems caused by a breakdown. This agreement shall be subject to further discussions between the parties before the implementation of any new model or variation of line speed.

It is agreed that the statement 'less than (number) bodies in the bank of iobs between two departments" means that the amount of accumulated (or stopped) bodies before the stopping point only; in addition, the buffer system will function with an entire complement of transit bodies. Finally, it is agreed that in some cases, when a Department works overtime, the Department supplying it may be required to

work to avoid seriously depleted banks between the two departments.

- A bank of three (3) vehicles will be maintained in conveyor 502B to ensure the continuity of operations. The bank will be divided as follows: one (1) body at the Stop, plus two (2) stopped bodies.
- A maximum of 0.1 hour of unforeseen overtime can be scheduled when the bank will be of one (1) body in STOP, plus one (1) stopped body.
- Chassis Department (C1) cannot work unforeseen overtime on the last working day, on shift 2A. 4 x 10.

LETTER Nº 2

PLACEMENT CASES

The following procedure has been discussed between the parties and agreed upon in regards to the 65(a) and (b) placement cases.

In order to accomplish these objectives, the following guidelines will apply:

1. In order to fulfill the requirements of 65(a) and (b) placement cases, a physical disability will be established when the following documents have been presented in advance:

a. A record of **a** complete medical examination pertaining to the problem involved.

b. Radiological reports as supporting evidence will be supplied whenever available and/or when X-rays have been taken.

c. All laboratory reports are to be presented as proof of proper and thorough investigation regarding any proposed medical disability.

d. A simple statement of fact from an attending physician without the above-mentioned corroborative document will not be acceptable as evidence of 65(a) or (b).

2. All disabled employee who are considered as 65(a) and 65(b) placement cases will be considered **as** one group for placement purposes.

3. An employee placed on **a** job pursuant to the provisions of paragraph 65 of the Master Agreement, may work in accordance with paragraph 159 of the Master Agreement provided that the employee is capable of performing the work and that the available work is within the employee's restrictions.

4A. An employee placed in accordance with this procedure must have seniority and enough seniority to hold in the seniority group he is in. An employee with more seniority who is also placed in accordance with paragraphs 65(a) or (b) will not displace the 65 with less seniority.

4B. All placement cases will be assigned within the superintendent's group through each department representative on **a** job the employee can do in his department. If he cannot be placed in his department, he will be placed through the general superintendent's office in another department on a job he can do provided his seniority allows it.

4C.(1) Pursuant to the provisions of paragraph 65(a) and (b) of the Master Agreement, when a suitable job has been found and an employee has been **so** placed and which satisfies the Plant Doctor's placement recommendations, the Company will notify the Union in writing. Such written notification will be sent to the Chairman of the Shop Committee and, in the case of paragraph 65(b), will serve to fulfill the intent of the language "by agreement between Management and the Shop Committee". This agreement will be considered automatic unless the Company is advised in writing to the contrary within a reasonable period of time by the Chairman of the Shop Committee.

4C.(2) Pursuant to the provisions of paragraph 65(a) and (b) of the Master Agreement, when the Company is unable, after exploring all possibilities, of finding a suitable job for an employee which satisfies the Plant Doctor's placement recommendations, the Union will be notified in writing. Such written notification will be sent to the Chairman of the Shop Committee in order to request the assistance of the Union in finding the employee suitable work.

5. All employees placed on a job in accordance with this procedure, will be medically examined periodically by the plant Medical Center in order to verify the necessity of continuing such employees on a job pursuant to paragraph 65(a) and (b) of the Master Agreement.

Employees on the evening shift shall be examined on their respective shift, unless there are special circumstances.

6A. In the event that the medical re-examination result, as specified in paragraph 1 above, determines that the employee no longer requires a placement pursuant to paragraphs 65(a) and (b), such employee will return to the **job** he held prior to being placed according to the provisions of paragraph <u>1:19</u> of the Local Agreement, unless he exercised his transfer rights in accordance with the provisions of paragraph 1:06(a) **and (b)** of the Local Agreement, if his seniority allows him to do **so**, and in accordance with paragraph 65(d) of the Master Agreement.

<u>6B.</u> At the start of the F car, employees who will have chosen their job or exercised their transfer rights according to the provisions of paragraph 1:06(b) of the Local Agreement will remain on that job.

7. The application of this procedure pursuant to 65(a) and 65(b) placement cases, above mentioned, may be cancelled by either party by written notice thirty (30) days prior the termination of this procedure.

LETTER N° 3

RULES FOR ADMINISTRATION OF PARAGRAPH 159 OF THE MASTER AGREEMENT CONCERNING EQUALIZATION OF OVERTIME WORK

(1) Any period of time an employee functions for more than fifteen (15) consecutive days as Chairman, District Committeeman, Safety Committeeman, S & A Committeeman, Insurance Representative, President, First Vice-President, Secretary-Treasurer, Zone or Alternate Committeeman, overtime hours worked or offered will not be credited or shown on the equalization record.

When the Union representatives mentioned above cease to function **as** such, they will be credited on the equalization record with the average hours of the equalization group to which they are assigned.

If such employee serves for fifteen (15) days or less, he will be credited the hours he would have otherwise worked.

(2) Hours shown on the equalization records shall be credited **as** follows:

(a) One hour at time and one half (1-1/2) (1) = 1.5 hour credited.
(b) One hour at double time

(1) = 2.0 hours credited.

(3) Equalization records will be maintained on an up-todate basis. (It is desirable that overtime worked or declined be posted daily and the accumulative total daily). The equalization records will be main-tained in a book and this book will be kept at the Foreman's desk **so** that employees may review this record.

(a) The equalization record shall show the classification or classifications that constitute a Foreman's group for equalization record purposes. Employees in each group shall be listed by seniority order. Daily and accumulated overtime hours shall be shown as provided in paragraph 2 above.

(b) Employees who perform work in their equalization groups shall be credited for such hours as per the terms of paragraph 2.

ABSENT EMPLOYEES:

(4) Absent employees (vacation included) for a period of thirty (30) days or less who would otherwise have had the opportunity to work **as** per the equalization book shall be credited in accordance with the terms of paragraph 2.

(a) Employees absent for more than thirty (30) days (vacation included) shall not be credited but shall be reinstated in their equalization group with the average number of hours.

CHANGE OF EQUALIZATION GROUP

(5) In the event an employee is assigned to another equalization group for a period of fifteen (15) consecutive days or less, such employee, upon his return to his former equalization group, shall be reinstated with the average number of hours.

(6)(a) Employees who are not at work and who are advised, ac-cording to the order of the equalization book, to show up for work on the same day but who cannot do **so**, shall not be credited.

(b) Employees who are not at work but who otherwise would have had the opportunity to work in accordance with the equalization register and who are advised at their home to show up for work the following day(s) shall be credited according to the terms of paragraph 2.

(c) Employees who refuse to work overtime shall be credited as if they had worked.

(d) Employees with seniority who are transferred to another equalization group will be immediately credited with

the average hours of the equalization group they have been transferred to.

(e) A recently hired employee shall be credited with the highest number of hours of the equalization group he has been assigned to. In the event he is transferred to another group within thirty (30) days following his hiring, he will be credited with highest hours of the equalization group he is reassigned to.

(f) Support Technicians (Bank) replacing an absent employee will take the place and rank of the absent employee in the overtime equalization book with the exception of Support Technicians (Bank) of A2. C9 and V-8 Departments.

(g) Support Technicians (Bark) replacing an absent employee the last working day of the week will take the place and rank of the absent employee in the week end equalization overtime book if such employee has not requested to do overtime the said weekend.

(7) As of January 1st of each year, the overtime equalization records will be changed and the employee in a group with the lowest hours credited to him will start off at zero. The employee with the highest number of hours credited to him will start with the number of hours he has over the lowest member of his group.

Example:

"A" has seventy-five (75) hours as of January 1st and "B" has one hundred (100) hours as of January 1st.

On January 1st, "A" will start off with zero (0) hours and "B" will start off with twenty-five (25) hours.

(8) Employees who are selected to work as extra help to the unskilled and skilled classifications in accordance with the provisions of Paragraph (1:13) of the Local Seniority Agreement, the following procedure will be followed with regard to equalization of overtime:

(a) The display and equalization of overtime among employees who are assigned to the maintenance extra help will be governed by Paragraphs 2 and 4. However, their right to overtime shall be secondary to the rights of the regular maintenance employees in the same classification.

(9) When plant wide overtime hours are scheduled on a shift, all employees assigned to this shift will be offered these overtime hours.

LETTER Nº 4

RULES FOR ADMINISTRATION OF OVERTIME GENERAL MAINTENANCE SERVICEMEN

It has been mutually agreed between the <u>parties</u> that <u>General</u> <u>Maintenance Servicemen (GMS)</u> and <u>support Technicians</u> <u>(ST-B)</u> will be part of the same overtime equalization group by shift and that overtime will be equitably distributed.

It has also been **ag**reed that **Support** Technicians (ST) will be **part** of **an** overtime equalization group by shift and that overtime will be ea.

However, in the event there is not enough personnel to fill the overtime needs in the <u>Support Technicians (ST) group</u>. Management may ask <u>Support Technicians (bank) (ST-B)</u> having the least amount of overtime hours.

Then, in the event there is no Support Technician (bank) (ST-B) available to supplement the Support Technicians (ST). Management may ask the employee with the least amount of overtime hours within the employees classified General Maintenance Servicemen(GMS).

To this end, the Maintenance clerk will keep a central overtime register by shift.

In the event additional personnel would be required, the established mechanisms to supplement will be applied.

LETTER Nº 5

RULES FOR ADMINISTRATION OF OVERTIME -DEPARTMENTA2

The parties agreed to clarify letter N° 5 of the Local Agreement concerning overtime in Assembly Technician (AT), Support Technician (ST) and Support Technician (Bank) (ST(B)) classifications:

1. Employees classified Support Technician (ST) will be **in a group** for equalization purposes by supervisor's section in A-2 Department.

2- Employees classified Support Technician (bank) (ST(B)) and Assembly Technician (AT) will be in a group for equalization purposes by supervisor's section in A-2 Department.

However, if inside a supervisor's group, there is not a sufficient amount of Assembly Technicians (Material) (AT(M)) or Support Technicians (bank) (ST(B)) to do the overtime, this supervisor's group will be supplemented, when possible, by the Assembly Technician Material) (AT(M)) or the Support Technician (bank) (ST(B)) having accumulated the least overtime hours within the equalization lists of the other supervisor's groups on his shift.

3. Overtime offered or done in Maintenance <u>Department</u> (V8) by an employee classified Assembly Technician (Material) (AT(M)) will be offered to the employee with the least accumulated overtime hours in the departmental overtime book within those employees classified Assembly Technician (AT) and Support Technician (bank) (ST(B)) of t

4- However, when there is only one production shift at work, all overtime hours worked or offered on all shifts will be credited to the employee's equalization group overtime book.

5- Any problem resulting from the application of this letter will be discussed between the Labour Relations Department and the Plant Shop Committee,

LETTER N° 6

REGULATION FOR THE APPLICATION OF OVERTIME IN BODY SHOP

The parties agreed that the following rules will apply in the Paint Shop for the equalization of overtime,

1. <u>Employees classified Assembly Technicians - Specia-</u> lized - Metal Finishers (AT-S(FR)) will be in a group for the purpose of equalization in the department.

2. <u>Employees classified Assembly Technicians - Specia-</u> lized - Line Repair (AT-S(LR)) will be in a group for the purpose of equalization in the department.

3. When necessary to supplement the groups mentioned in 1 and 2 above, employees from Body Shoo qualified to perform the work must notify their supervisor, then their names will be written in an overtime book for the purpose of equalization,

4. Employees classified Assembly Technicians will be in an overtime book in each supervisor's section for the purpose of equalization.

4.(a) When necessary to <u>supplement</u> the groups men-tioned in 4 above. Assembly Technicians. Assembly Technicians and **Support** Technicians (Training Pool) will notify their supervisor, then their names will be written in an overtime book for the purpose of <u>equalization</u>.

5. Body Shop employees classified Support Technician (ST) working permanently in Chassis (C1) Department will be supplemented by Support Technicians(ST) of Body Shop sections 4 and 5 having employees classified AT-S(MRF) or AT-S (LR) in their unit. The Support Technician (ST) wishing to work will notify of their availability at the Supervisor's office, section #6 in Body Shoo (32101). Any problem resulting from the application of this agreement will be discussed between the parties.

ULATI()R THE APPLICATION OF OVERI IN DEPARTMENT B-4

The parties agreed that the following rules will apply in the Paint Shoo for the equitable distribution of overtime.

<u>1.</u> <u>Employees classified Kiosk Support</u> Technicians (ST(K)) will be in a group for the purpose of equalization in the department.

1.(a) Support Technicians in the Paint Shoo who are part of a ST(K) work unit will have priority to subplement the group mentioned in 1 above. on an equitable distribution basis.

2. <u>Employees classified Assembly Technicians - Specia-</u> lized - paint repair (<u>AT-S(PR)</u>) will be in a group for the **purpose of** equalization in the department.

2.(a) Support Technicians of Paint Shop who are part of a ST-TP(PR) work unit will have priority to supplement the group mentioned in 2 above. on an equitable distribution basis.

3. <u>Employees classified Specialized Assembly Technicians - painters (AT-S(P)) will be in a group for the purpose of equalization in the department.</u>

3.(a) Support Technicians of Paint Shoo who are part of a ST-TP(P) work unit will have priority to supplement the group mentioned in 3 above, on an equitable distribution basis.

4. <u>Employees classified Suppart Technicians will be one</u> equalization group for the purposes of overtime equalization in each supervisor's section.

4.(a) Paint Shop Support Technicians and Support Tech-

groups mentioned in 4 above, on an equitable distribution basis.

5. In the event insufficient employees volunteered in writing to supplement above mentioned groups in paragraphs 1. 2. 3 and 4. Assembly Technicians and Technicians (Training Pool) must notify their supervisor, so that their names will be written in an overtime book for the purpose of overtime equalization.

6. The employee classified Support Technician (ST) working permanently in Final Finish. section #6. will supplemented by Support Technicians (ST) of sections 1. 3. 4 of Paint Shop (32102) having employees classified AT-S (PR) in their unit. The Support Technician (ST) wishing to work will notify of his availability at the supervisor's office in section 4.

RULES FOR TEE APPLICATION OF OVERTIME IN B6 DEPARTMENT

Notwithstanding the provisions of availability in sections 1 and 6. the following procedure shall apply for the distribution of overtime for those employees classified Line Repair (LR) in Trim Department (B6).

1. Overtime during lunch and break periods will be done by employees classified Line Repair (LR), that are part of a group called SWAT.

2- Notwithstanding paragraph 1 above. all overtime hours will be fairly distributed to all employees classified as Line **Repair** (LR) in the Trim Department (B6), that are part of the same equalization book.

3- In order to facilitate the administration of overtime of employees classified Line Repair (LR), such employees will express in writing. on a form to this effect maintained in section 5 (buy-off), of their availability to work overtime. on Monday of each week for the current week up to the following Monday inclusively. Employees who did not indicate their availability, will be nevertheless credited the amount of hours having refused to work overtime offered during the said week.

4- <u>A training period for employees classified as Line</u> <u>Repair (LR) will be in effect until July 1994 to allow them to</u> <u>learn critical operations.</u>

5- Employees classified as Support Technicians (ST) who are part of the SWATT, electrical repair, water test, line repair work units will have priority to do overtime in their classification.

6. A departmental overtime book will be kept up.to.date in section #5 (buy-off) for employees classified as Line Repair (LR) to keep record of overtime hours.

Support Technicians (ST) and Support Technicians (Bank) (ST(B)) of the Trim Department (B6) will have priority to supplement the Line Repair classification (LR) provided they have made themselves available to work as Assembly Technicians - specialized (LR). These employees must submit their name on a list at the Human Resources office at the latest on Tuesday, at noon. for overtime during the week, that is to say from Wednesday to the following Tuesday inclusively.

EGULATION F R T OVERTIME IN HE HATCH ASSEMBLY SECTION (#1) AND THE PREPARATION OF WINDSHIELDS SECTION (#6)

1. All employees classified Assembly Technicians (AT) of sections 1 and 6 will be part of an overtime book specific to urethane repair in their respective sections.

2. The availability sheet in the supervisor's office will be used to inform the supervisor which employees wish to work during the given period.

3- Employees wishing to work overtime during such period, will indic

supervisor's office at the latest Tuesday, at noon, for the overtime during the week, which is from Wednesday to the following Tuesday. As of Tuesday afternoon, employees

putting their name in. to work overtime will indicate their availability .o work overtime for the following week.

4- The **supervisor** will ask only those employees whose names **appear** on the availability sheet.

5- The Company will provide the necessary training so that the employee can perform the job. When an employee puts his name on the availability list for the first time and his training is not completed, the Company will be given another two (2) week period to complete the required training.

6. When employees have completed their training their name will be put on the availability list attached to the overtime book.

7- In order to maintain an equitable distribution of overtime, employees who could have been offered overtime but **did** not work overtime because they did not indicate their availability, will be nevertheless credited with the amount of hours they could have worked,

8 For the purposes of this agreement, all hours worked **or** offered to work, which are the hours the employee could have worked had he been available, will be credited in the overtime **book**.

9- When it becomes necessary to supplement these groups, employees classified AT(S)(LR) will be asked,

10- Hours will be credited as described in letter #3 of the Local Agreement.

11. Employees classified as SUDDort Technicians (ST) and **Support** Technicians (bank) (ST(B)) of the Trim Department, employees of section #1 (Hatch assembly) and employees of section #6 (Preparation of windshields) may supplement employees classified as Line Repair (LR) of the Trim Department (B6) for the urethane repair in the Chassis Department (C1).

Support Technicians <u>(ST)</u> and <u>Support</u> Technicians (bank) **(ST(B))** must provide their availability to the Department Facilitator at the latest on Tuesday, at noon, for

overtime for the week. On Tuesday afternoon, employees submitting their names for overtime will indicate their availability to work overtime for the following week.

Employees of the hatch assembly section #1, and preparation of windshields section wishing to work overtime during the said period, must indicate their availability on a sheet at the supervisor's office at the latest on Tuesday, at ngon, for the overtime of the week, i.e. Wednesday to the following Tuesday. From Tuesday afternoon onwards, employees submitting their names in, to work overtime must indicate their availability to work overtime for the following week.

The Company will use the same existing availability list to supplement of Line Repair in the Chassis Department (C1). in section #1 (Hatch assembly) and section #6 (Preparation of windshields).

EG TION FOR APPLICATION OF ERTIME IN ARTMENT_C1

The parties age r ll repairs made on wheels after the D.V.T. (includina GEN AUTO) on overtime, will be done by employees classified AT-S (MRF) from the Chassis (C-1) department excluding previously made agreement concerning urethane and vinyle. It is understood that Trim Department employees will do only those repairs strictly from the Trim Department.

It is under f applying Letter N° 6. the AT-S (GR)'s shall be supplemented in the following manner:

priority to supplement in Repair. such overtime being

overtime, they must advise their supervisor of their availability in the first five (5) hours of their shift if they wish to work overtime.

2. The ST and ST-TP from Department C-1 will have priority in second to supplement repair, as long as they have noticed of their availability as AT-S(GR). These employees must put their name on the list on their supervisor's office at the latest on Monday, at noon, for the weekly overtime,

The ST and ST-TP who have advised of their availability as driver, will be in a designated area and overtime will be eauitably distributed with AT from **Department C-1**.

3. **Employees** in Department C-1 who wish to work overtime in the Repair section must advise their supervisor of their availability in the first five (5) working hours of their shift. The Company will ask employees one after the other by supervisor's section.

LETTER Nº 7

EMPLOYEE ON SICK LEAVE

It was agreed by the parties that paragraph 1:03 of the Local Agreement will apply when the transfer is to replace an employee on an approved sick leave of sixty (60) days or more. At the end of the first thirty (30) days, the Company will advise the Union in writing. **An** extension of the above time limit can be negotiated between the parties concerning any particular leave of absence raised **by** either parties for discussion.

LETTER Nº 8

PERSONAL RELIEF

In order that the production lines will not be shut down for the purpose of providing personal relief for employees, the Company will provide relief men on operations where the Company determines that this is necessary to maintain the operations on a continuous basis. On certain other operations employees will be permitted to take relief **so** as not to interfere with production in a manner to be determined by Management. It is understood that the relief provided for in this letter will not be abused, nor will it be applicable during a reasonable period of time after a shift starts or for designated periods before and after lunch and before the shift ends.

The relief time in the plant on operations on which the employees manual operations are continuous and which cannot be left unattended and for which the Company provided relief men and on certain other operations that the Company determines are likewise of such nature as to give the employees no control over their work pace, shall be twenty-three (23) minutes before lunch and twenty-three (23) minutes after lunch on a regular eight (8) hour shift, making a total of forty-six (46) minutes.

This specific relief time for employees shall be provided over a period of six and one-half (61/2) hours during a regular eight (8) hour shift.

The relief time on operations other than those described above shall be twelve (12) minutes before lunch and twelve (12) minutes after lunch on a regular eight (8) hour shift, making **a** total of twenty-four (24) minutes.

Upon the resumption of plant operations, an employee who is on a job assignment upon which the twenty-four (24) minutes relief time applies, as provided above, will be permitted to take such relief at those times and under those arrangements approved by his immediate supervisor.

Scheduled Shift Hours	Length of Relief for Second Half of Shift	
	46 minute operations	24 minute operations
8.0	23.0 min.	12 min.
8.5	23.0 min.	12 min.
8.6	28.8 min.	15 min.
9.5	28.8 min.	15 min.
9.6	34.6 min.	18 min.
10.5	34.6 min.	18 min.

The following will apply for those operations where the employees get twenty-four (24) and forty-six (46) minutes respectively during an eight (8) hour shift.

LETTER Nº <u>9</u>

BORROWING OF EMPLOYEES

The borrowing of people by one Department from another Department is necessary from time to time. Nevertheless, the Company agrees that a consistent pattern of such moves on a continuous basis may be taken as evidence that the borrowing Department is in need of additional employees on **a** permanent basis. In instances where the Union can demonstrate such a pattern, the matter may be taken up by the District Committeeman directly with Labour Relations with the intention that permanent transfers be made to fill the openings and eliminate, as much as possible, the continual borrowing of manpower.

LETTER Nº <u>10</u>

APPLICATION OF PARAGRAPH 1:08 AND 1:12 OF THE LOCAL AGREEMENT

A) APPLICATION **OF** PARAGRAPH 1:08 OF **THE** LOCAL AGREEMENT

It is understood by the parties that certain classifications must remain at work to perform repair or to replace missing parts on cars (shortage), in the event of a layoff according to the provisions **af** the above mentioned paragraphs.

1. In the Chassis Department, all General Repair - AT-S (GR)'s who shall perform the repair work of their department.

1.(a) In order to avoid abuses, employees classified AT-S (GR) in the repair group, will perform their initial task (light repair).

2. In the Paint Department, Paint Repair - AT-S (**PR**)'s shall per-form repair work in their department.

3. Repair in Body Shop shall be performed by all Metal Repairs **as** well **as** Dingmen who shall be required to perform Body Shop repair.

4. In Department **32103**, the AT-**S** (GR)'s (as well as other employees covered by previous agreements, eg.: urethane, vinyl), who shall remain at work to perform repair work of their department.

5. The AT-S (LR)'s shall remain at work to work up the lines of their complete department.

5.(a) The quantity of TMS (LR) of Department 32103 required to work the assembly line up of the Chassis

department will be equal to the number of employees that are offered overtime to work the assembly line up in the Chassis Department.

5.(b) Support Technicians (ST) and Support Technicians (bank) (ST-B) of department 32211 who will make themselves **a**vailable to supplement the said week, may be required to remain at work to augment the quantity of repairman in the event the company has to apply paragraph 1:08 of the Local Agreement,

6. The parties also agreed that if qualified employees make themselves available to work during a layoff, they will be kept at work to replace employees of a group forced to remain at work and who would prefer to be laidoff.

7. If less than a full complement of employees is required to work, after paragraph 6 above has been applied, the group among whom overtime is equitably distributed will remain at work, commencing with the employee with the lowest seniority.

Training:

A) Moreover, the parties agreed that, in the event the task of **an** employee needs further training on the product, such employee shall remain at work to receive this training. In order **to** avoid abuses, this paragraph will apply to critical tasks only.

B) In the event an employee is required to participate to any training session resulting from the provisions of the collective agreements or from the provisions of a law, such employee shall remain ut work to fulfill this obligation. The said sessions will be planned in advance and a schedule will be previously established between the parties. The parties agreed that in the event several courses had to be given, these courses would be grouped together in order to give a full day course from the start of the employees shift. The Union will be informed of the training sessions schedule.

It is also agreed between the parties that the interpretation this paragraph 1:0S excludes reassignment unless the employee needs training for tasks other than the ones he is

usually assigned to **exluding** what has been agreed in paragraphs A and B above.

B) APPLICATION OF PARAGRAPH 1:12 OF THE LOCAL AGREEMENT

It is understood by the parties that certain classifications must remain at work to perform repair or to replace missing parts during acceleration periods. Repair work shall be performed by:

Repair work shall be performed by:

1. In the Chassis Department, all General Repair - AT-S (GR)'s who shall perform the repair work of their department.

2. In the Paint Department, Paint Repair - AT-S (PR)'s shall perform repair work in their department.

3. Repair in Body Shop shall be performed by all Metal Repairs as well **as** Dingmen who shall be required to perform Body Shop repair.

4. In Department **32103**, the **AT-S** (GR)'s (as well **as** other employees covered by previous agreements, eg.: urethane, vinyl), who shall remain at work to perform repair work of their department.

5. The AT-S (LR)'s shall remain at work to work up the lines of their complete department.

required to work the assembly line up of the Chassis Department in order to perform the repairs of their department will be equal to the number of employees that are offered overtime to work the assembly line up in the Chassis Department.

^{5.(}a) Th

LETTER Nº 11

DRIVER A-2 - 3rd SHIFT

The parties agreed that the Department A-2 Management will assign a driver to Department V-8 to serve the 3'' shift, when there is work available.

LETTER Nº <u>12</u>

APPLICATION OF DOCUMENT 61 OF THE MASTER AGREEMENT RE: LETTER DATED FEBRUARY 22, 1989

1(a) During the **1993** local negotiations, the parties discussed at length of the application of Document **61** of the Master Agreement, it was agreed to continue the usual practice when applying Document **61** of the Master Agreement for the summer period.

1(b) The parties agreed to define the percentage that will be granted before the end of the application period of the first quarter as described in Document **61** of the Master Agreement.

2(a) In addition, the <u>Company states that it will do its best</u> to fulfil the requests of employees.

2(b) The parties agreed to give two (2) application periods as per Document **61** of the Master Agreement.

Employees can apply for additional vacation time from January 1st of the current year to March 31 to cover the period of July 1st to November 30 of that same year.

<u>In addition, employees can apply from September 1st</u> up to one week after the individual SPA weeks announcement for the period of December 1st to June 30 of the following year, as per Document 61 of the Master Agreement.

3. <u>However, the Company wishes to advise the Union</u> that no additional person will be hired to cover from December 1th to June 30 of the following year.

LETTER Nº 13

EMPLOYEE DISPLACED FROM A SHIFT

The parties discussed at length the situation where employees have been displaced from a shift and were told at the last moment. The Company recognizes that this can cause some problems to the employee. The Company will **advise**, five (5) days in advance the employee of a shift change, with the exception of an emergency case. The union will be advised of this exception by the department concerned.

LETTER Nº <u>14</u>

UNDERSTANDING REGARDING PROTECTIVE CLOTHING

A) CLOTHING **PROVIDED** BY THE COMPANY:

This understanding does not affect employees afssigned to abnormally dirty tasks. In these cases, the Company will continue to bear the costs **of** safety clothing, **as** it did in the past and the cleaning of such coveralls will be the responsibility of the employee.

- I. The Company will provide, once a year, to each seniority employee in the plant, <u>at his individual</u> <u>elibigility date as long as he is recognized at work</u> <u>whether there is a lay off announcement or not</u>, the employee's choice of either:
 - three (3) coveralls, or three (3) sets of pants/shirts, or three (3) sets of jeans/ T-shirts, or three (3) shop coats except for the following employees:
- B2 Assembly Technicians (AT), Assembly Technicians (Specialized) (AT-S), Support Technicians (ST) and Sup-port Technicians training pool (ST-TP) of the Body Shop (B2) are entitled, upon the employee's choice. to five (5) shirts and three (3) pairs of pants or three (3) ieans and five (5) T-shirts or, three (3) coveralls.

Metal Finishers, employees assigned **to** grinding **and** <u>MIG</u> operations who will have a right to eleven (11) coveralls <u>washed and supplied by the company</u>.

Metal Finishers and Wire Wheel Grinders who perform grinding operations on lead and/or solder will have their coveralls upkept and laundered by the Company.

The company will furnish the repairmen in Body Shop (B2) working in Chassis (C1) and to subassembly employees, sections 1 and 2 of the Body Shop, one (1) vest with or without sleeves every two (2) years.

The Company will supply to Maintenance employees two (2) additional coveralls, in addition to the existing agreements.

B4 - Assembly Technicians (AT), Assembly Technicians (Specialized) (AT-S), Support Technicians (ST) and Support Technicians - training pool (ST-TP) of the Paint Shop (B4) are entitled <u>upon the employee's</u> <u>choice</u> to <u>five (5)</u> shirts and <u>three (3)</u> pairs of pants, <u>or three (3) jeans and five (5)</u> T-shirts or. three (3) <u>coveralls.</u>

> Employees permanently assigned to the Clean Room and Paint **Mix** Room on day shift who will be supplied nine (9) coveralls and seven (7) to those permanently assigned to the Clean Room on night shift <u>supplied</u> and washed by the <u>Company</u>.

> The Company will maintain an inventory of the authorized coveralls for the Support Technicians (ST-TP) assigned to replace permanent employees (ST(K) in the Clean Room.

The Company will supply to Maintenance employees two (2) additional coveralls, in addition to the existing agreements.

All Clean Room employees (including general maintenance servicemen (GMS)) with the exception of employees on the tag-rag, can purchase a number of socks up to an amount of twenty-four dollars (24\$) a year.

All employees working in the Prime booth will be entitled to ten (10) T-shirts and two (2) paris of ieans a year.

B6 The Assembly Technicians (specialized) (AT-S) (Repair), Support Technicians (ST), Support Technicians - Training Pool (ST-TP) of the Trim Department (B6) are entitled upon the employee's choice to five (5) shirts and three (3) pairs of pants. or three (3) leans and five (5) T-shirts or. three (3) coveralls.

Employees who work permanently on the primer booth operation, in the underbody deadener spray booth <u>(black primer)</u> employees classified as <u>SWATT</u> and those assigned to the installation of windshields, ten (10) shirts and pants as per the two followinn options:

a) to the company's supplier (ISECO), cleaned by the employee; b) to the company's supplier (LAVERDURE).

gleaned by the company,

ST or ST-TP temporarily assigned to replace permanent employees in the deadener booth will be supplied coveralls (white paper) similar to those supplied to painters.

The Trim Department (B6) will have available <u>eight</u> (8) winter coats <u>and two (2) rain coats with rain hats</u> by shift, for employees working on the urethane repair stations in Chassis (C1).

Employees working permanently on the operation called Water Test and Repair employees (SWATT) in **Trim Department on the main line may choose one** (1) vest with or without sleeves or five (5) flannel shirts every two (2) years.

The Company will supply to Maintenance employees two (2) additional coveralls, in addition to the existing agreements.

C1 - The Assembly Technicians (AT), Assembly Technicians (specialized) (AT-S) (Repair), Support Technicians (ST), Assembly Technicians - Training Pool (AT-TP) from the Chassis Department (C1) are

entitled, upon the employee's choice to five (5) shirts and three (3) pairs of pants, or three (3) jeans and five (5) T-shirts or. three (3) coveralls,

The Company will maintain a limited quantity of foulweather gear available for employees tem-porarily assigned to outdoor operations during very cold or rainy weather, such **as**:

- seven (7) rain coats
- seven (7) rain hats
- seven (7) parkas with hoods
- <u>seven (7) pairs of</u> rubber footwear.

The Company will supply Support Technicians (Bank) (ST(B)), drivers and repairmen in the Repair section vests with or without sleeves every two (2) years.

The Company will supply to Maintenance employees two (2) additional coveralls, in addition to the existing agreements.

A2 - The <u>Assembly Technician (AT)(M)</u>. Support Technicians (ST), Support Technicians • Training Pool (ST-TP) of the Material Department (A2) are entitled <u>upon the employee's choice</u> to five (5) shirts and <u>three (3)</u> pairs of pants, or three (3) ieans and five (5) T-shirts or. three (3) coveralls.

Material Department (A-2) will have available one (1) winter coat per shift for the Material employee working on the gas powered lift truck, outdoors.

A "neoprene" apron and gloves or similar clothing will be supplied to employees working within the 'battery serviceman" classification.

C9 - The Support Technicians (ST), Support Technicians - Training Pool (ST-TP) of the Quality Department (C9) are entitled upon the employee's choice to five (5) shirts and three (3) pairs of pants, or three (3) jeans and five (5) T-shirts or. three (3) coveralls.

- Employees entitled to special agreements may choose four (4) coveralls or four (4) shop coats.
- he Company will supply shop coats to all employees classified as 'Roll Tests'.

SKILLED TRADES SECTION - V8

Employees of V8 Department may choose to have seven (7) shirts and seven (7) pairs of pants or seven (7) coveralls instead of the coveralls supplied and washed by the company.

Skilled trades employees may choose among the three (3) following options:

a) Seven 17) washed coveralls and renunciation to have an additional coverall when an operation is very dirty.

b) Washed coveralls or pants/shirts sets. not washed. for a maximum total of seven (7) and renunciation to one (1) additional coverall when an operation is very dirty.

c) Five (5) washed coveralls and one (1) additional coverall when an operation is very dirty.

In addition, employees will not be allowed to modify their choice for a one (1) year period.

T - RAL

The Company will place a number of coveralls in the crib area of V-8 which will be available to all Maintenance employees who are required to work in abnormally dirty jobs.

ralls will

request if they are required to work on abnormally dirty jobs. These should be conveniently placed accessible to the employees of the Power House.

MISCELLANEOUS

ALL DEPARTMENTS - PROTECTIVE CLOTHING - OUTDOORS

The Company will continue its present practice of having available a limited supply of foul-weather gear in the form of raincoats, rain hats and parkas with hoods, for employees who are assigned to outdoor operations on temporary assignment without prior notice during very cold and/or rainy weather. The Company also will have available rubber footwear for the use of those employees who will be supplied with the above-mentioned protective clothing.

PROTECTIVE CLOTHING - GENERAL

The Company intends to continue the distribution of protective clothing to employees based on the current practices. The parties have agreed not to withdraw any current practices. However, the <u>Company</u> reserves the right to withdraw the distribution of protective clothing on operations where the conditions of the operation which necessitated said provision of protective clothing originally. no longer exist because of changes in facilities. processes or methods. Conversely, during the life of the agreement, the Company will continue the practice of reviewing the need for additional distribution of protective clothing on operations which are added rearranged, etc., where the safety and/or health hazards require protective clothing for the employee.

The Company will maintain enough aprons, gloves, **muffs** or hats in its inventory in accordance with the Health & Safety Standards.

Replacing damaged clothing:

Where it has been established that an employee is entitled to reimbursement for damaged clothing, every effort will be **made** as to provide reimbursement on the next pay,

B) ALLOWANCE FOR THE PURCHASE OF PROTECTIVE CLOTHING

- 1. The Company will supply for drivers of the Chassis Department, Body and Paint Shop Repairmen who work permanently in the yard the following:
 - a) an amount up to <u>two hundred</u> dollars <u>200</u>\$) for winter clothes and,
 - b) an amount up <u>one hundred and fifty dollars (150\$)</u> for **a** rain coat.

It is to be noted that the employee will be reimbursed the exact amount written on his receipt. If the said amount exceeds the limits above mentioned, the employee will be required to pay the difference.

This allowance will be for a mimimum two (2) year period.

C) UNDERSTANDING CONCERNING TEE CLEANING OF PROTECTIVE CLOTHING

- The employee will be responsible for the maintenance and cleaning of any protective clothing supplied by the Company with the exception of the preceding.
- **2.** The Company will be responsible for the cleaning of coveralls of skilled trades employees assigned to specialized maintenance.

LETTER Nº 15

UNDERSTANDING CONCERNING SAFETY FOOTWEAR

 Once a year, for the duration of the agreement, the Company will pay each seniority employee, <u>at the</u> individual eligible date of each employee so long as he is working, whether there is a lay-off announcement or not, up to a maximum of <u>elghty-five</u> dollars (85\$) to buy appropriate safety footwear.

> Once a year, the Company will supply two (2) pairs of boots, basic model for the winter and basic model for summer, to Chassis Department drivers working in the yard.

> Employees working as ST(TP) and AT(S)(GR) and AT(S)(LR) may choose a basic model or model #17 once a year.

In addition, the Company will supply one (1) pair of boots, basic model, once a year to the Trim Department employees (B6) assigned to the following operations:

- Water leak verification;
- Urethane application;
- Carpet installation in the car;
- Line Repairs,
- glass install,
- urethane primer application.
- (ST) and (ST-B) employees.

Trim Department employees (B6) working on granulated platforms are entitled to one (1) pair of boots, basic model, code 23.

- **2.** Employees who decide to use this program shall wear such safety footwear in the plant.
- **3. This** agreement does not apply **to** employees assigned to jobs that already require safety boots or shoes for recognized health and safety reasons.

In such cases, the Company will pay the entire cost of such safety boots according to the Plant health and safety standards, in accordance with the Law.

- **4.** Safety footwear are not mandatory for personnel occasionally circulating hazardous areas such as Bosy Shop and Tooling and Maintenance Departments.
- **5.** Personnel having to enter occasionally in an area where electrostatic footwear are mandatory must wear antistatic straps if they do not wear such shoes.
- **6**. Safety footwear are mandatory in areas declared "construction site" during major rearrangement.

SPECIFIC OPERATIONS

1. Employees working permanently in the B4 Clean Room will be entitled to two (2) pairs of boots a year.

> If they work with clear or prime, they will get at least a basic model, the second pair being, at their choice, shoes or boots.

- 2. Permanent **B4** Final Finishers will be entitled to two (2) pairs of boots a year will be entitled to two (2) pairs of boots a year, basic model for winter (17) and summer.
- 3. **B4** employees assigned to pre-cleaning operations will be entitled to one pair of safety boots a year, basic model.
- 4. The Company will have overshoes available to employees working in the snow on the roof during winter.

SKILLED TRADES SECTION - V-8

LETTER Nº <u>16</u>

RULES GOVERNING APPLICATION OF PARAGRAPH 159 OF THE MASTER AGREEMENT -TRADES OVERTIME

It is understood that the following procedure shall not contradict the provisions of paragraph 159 of the Master Agreement.

Three zones will be established for the equalization of overtime hours:

<u>Body Shop;</u>

- Paint Shop:

• Trim. Chassis and Maintenance departments.

<u>I</u> <u>APPLICATION GUIDELINES</u>

1. Equalization records shall be maintained daily. (It is desirable that the overtime worked or refused be posted daily and the accumulated total also be posted daily). Equalization records shall be maintained in a register by shift for each zone (Body Shoo. Paint Shoo. Trim/Chassis/Maintenance), by skilled trades. so that employees may consult it.

2. The overtime equalization record shall indicate the classifications which make up the equalization group. The employees in each equalization group shall be recorded by skilled trades seniority order.

3.(a) Each skilled trade shall constitute an overtime equalization group on each shift. in their zones, within V-8 Department. All hours worked or offered shall be credited,

(b) <u>Specialized Support Technicians shall be in the</u> equalization group of their trade on their shift, their zone,

(c) Employees who are not at work and who are advised. according to the order of the equalization register to show

up at work on the same day and who are unable to do so shall not be credited.

(d) When overtime average hours of a zone is seventy (70) overtime hours over the overtime average hours of a same skilled trade. of one or the other zones on the same shift, the Company will use the the followinn rules:

When the compared average hours is over seventy (70) hours between two zones of the same skille dtrades, on the same shift, these employees will be offered overtime as follows:

Order to be followed to offer overtime	
1	the lowest zone
2	the hightest zone
3	the lowest zone
4	the lowest zone
5	the highest zone
6	the lowest zone

The 8, 11, 14, 17 and following will come from the highest zone.

from the lowest zone,

(e) When overtime hours become available in a zone and that available employees are not sufficient to meet the manpower requirements, this zone will be supplemented by employees of the same shift having the least overtime hours in the overtime book of the other zones.

Skilled trades employees overtime hours will be distributed into each skilled trades classification by zone, by shift However, if in a move, the nomber of available employees is not sufficient to perform the overtime work, this overtime zone will be supplemented by skilled trades having accumulated the least overtime hours in the equalization books of the other zones on that shift

However, **emp**loyees who are not at work but who otherwise would have had an opportunity to work in accordance with

the overtime register and who were advised at home to **show** up for work on the following **day(s)** shall be credited in accordance with paragraph 4.

4. Hours shall be recorded in the equalization record as follows:

- (a) One (1) hour at time and one half (1 1/21 (1) = One point five (1.5) hour credited
- (b) One (1) hour at double time (1) = Two (2) hours credited

EMPLOYEES ABSENT

5. <u>Employees absent (vacation included) for a period of thirty (30) days or less who otherwise would have had an **opportunity** to work, in accordance with the overtime register, shall be credited according to the terms of paragraph 4 above.</u>

6. Employees absent for a period of thirty (30) days or more shall not be credited but shall be reinstated to their equalization group with the average number of hours of this **group**.

EMPLOYEES TRANSFERED FROM A ZONE OR A SHIFT

7. <u>Employees who are transferred from a zone or a shift</u> shall immediately be credited the average number of hours in the equalization group.

8.(a) In the event an employee is assigned to another zone or shift for a period of ninety (90) consecutive days or less, and, thereafter, returns to his former equalization group, such employee shall be credited for all hours he would have had an opportunity to work on his usual shift.

(b) In the event an employee is assigned to another zone or shift for a period of ninety (90) consecutive days or more.

such employee, upon returning to his former equalization group, shall be reinstated with the average number of hours of this group.

(c) In the event an employee is transferred as per **paragrap** s(a) and (b) above, he will be credited the average hours of the group he is transferred in.

NEW EMPLOYEE

9. <u>A new hired employee shall be credited the highest</u> ization group to which he is assigned. If the employee is transferred to another group before a thirty (330) day period after his hiring, he will be credited the highest amount of the equalization group he is reassigned.

10. As of January 1st of each year, the overtime equatization records will be changed and the employee in a group with the lowest hours credited to him will start off at zero. The employee with the highest number of hours credited to him will start with the number of hours he has over the lowest member of his group.

EXCEPTION: NEW TECHNOLOGY

11.(a) As agreed during recent negotiations, exceptions to the above rules are granted as they relate to maintenance work to be performed on systems which require employees to have adequate training and knowledge..

In such cases, the Company shall comply with the overtime record, but may call upon an employee who is trained and familiar with the system on which overtime maintenance work is required, without consideration for the register.

In such cases, the difference between the lowest employee in the equalization group and the employee required to perform such work shall not be more than fourty (40) hours.

(b) In order to avoid any abuse. Management shall record weekly the 1st of employees who perform ten (10) hours or more of overtime in accordance with the provisions set out in paragraph 11(a) above, during the previous week. This list shall also state the reasons which gave rise to such overtime.

12. All conventional maintenance work shall be recorded **in accordance** with the rules set out in this agreement with the exceptions of the rules set out in paragraph 11 above.

13. Any disagreement in the **application** of paragraphs 11 and 12 of this agreement may be raised for discussion **between the parties in orde**r that a **solution** be found,

II <u>AVAILABILITY</u>

(a) **The weekly availability** is defined as being from **Wednesday** to Tuesday of the following week.

(b) Employees desirous of working overtime hours during the week shall indicate their availability at the latest Tuesday of the preceeding week. Employees in SPA, vacation, sickness or work accident, during the availability inscription period shall indicate their availability on Monday and/or when they come back to work.

(c) <u>Sheets of availability shall be posted from Wednesday</u> to Tuesday of the following week in each department at places as stated by mutual agreement between the parties.

(d) On Thursday of each week, the Company will post the availability list as gathered for the following week.

(e) Concerning the weekend overtime (Friday, Saturday, Sunday and Holidays! available employees who will be required to work will be advised starting Tuesday of the said week.

<u>Employees</u> desirous of working overtime hours during weekends with a Holidav shall indicate their availability thirty (30) days in advance on a specific form

(f) Weekend and Holidays overtime

Any employee will be able to cancel his overtime availability, in all or part for the following weekend at the latest during the first part of their Monday shift of the said week.

Regular week overtime

work overtime hours for a specific day of the week shall do it during the first part of that day shift.

(h) <u>Employees desirous of working the Christmas</u> Holidays shall indicate their availability sixty (60) days in advance on a specific form.

Employees desirous to cancel their availability to work the Christmas Holidays shall do it at least three (3) weeks before the said period.

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		<u>31-</u> REMOVES 8-14 POSTS 15-21	Ŀ	2. CIE POSTE AVAIL- ABILITY S-14	Ŀ.	£:
51	E CANCELS 11-12 SHIFT #1_#38_93 CANCELS 10-13 SHIFT #2A	2: REMOVES 13-21 POSTS 22-28 CHE OFFERS OVER: TIME FOR 18-12	<u>8-</u>	2 <u>- CIE POSTS</u> AVAILABILITY 15- 21	<u>10-</u>	<u>11</u> .
12-	13: CANCELS 18-19 SHIFT #1, #2B, #3: CANCELS 17-19 SHIFT #2A	14: REMOVES 22-28 POSTS 29-5 CIE OFFERS OVER- TIME FOR 17-19	13.	14: CIE PORTS AVAILABILITY 22: 28	17.	18-
18:	29: CANCELS 23-26 SHIFT #1.#3B, 82: CANCELS 24-26 SHIFT #24	21. REMOVER 22-5 POSTS 6-12 CIE OPPERS OVER. TIME FOR 24-26	<u>22-</u>	23- CIE POSTS AVAILABILITY 29-5	24:	25-
<u> 26-</u>	27 <u>-</u> <u>CANCELS 2-3</u> SHIFT #1. #2B. #3; <u>CANCELS 1-3</u> SHIFT #2A	28- REMOVES 6-12 POSTS 13-19 CIE OFFERS OVER- TIME FOR 1-3	22:	24 CIE POSTS AVAILABILITY 6-12	J:	*
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<u>3.</u> <u>Overtime register.</u>

(a) Overtime will be totalized once a week, on Monday.

(b) In order to maintain equitable distribution of overtime, employees who have an opportunity to work, but who did not work because they did not indicate their availability, shall be credited the number of hours they could have worked.

(c) For purposes of <u>applying</u> this agreement, all hours worked or offered lie, the hours the <u>employee</u> could have worked if he had been available) shall be credited in the overtime register, including hours worked or offered on another shift.

(d) Any problem resulting from the application of this agreement may be raised for discussion between the parties.

MECHANISM TO SUPPLEMENTANOTHER SHIFT IN MAINTENANCE DEPARTMENT (V-8) (SKILLED TRADES)

The parties agreed to the following mechanism of supplementation:

- 1) In order to be eligible to supplement, the employee shall be available on his shift.
- 2) From Monday to Thursday and Friday day shift:
 - a) To supplement as of the beginning of shift 2Å, priority is given to shift #1. then shift #3.
 - b) To supplement shift 2A as of 19h30. priority is given to shift #3.
 - c) To supplement shifts 2A and 3 from 23h36 to the end of shift 2A. priority is given to shift 2B.
 - d) To supplement shift 2B. priority is given to shift #1. then to shift 2A.
 - e) To supplement shift #1 up to noon. priority is given to shift #3, then to shift 2B.

- 1) To supplement shift #1 as of 12h00, priority is given to shift 2B.
- g) To supplement shift #3 from the beginning of shift 2A, priority is given to shift 2A, then to shift 2B, if present in the plant.
- 3) Friday evening and night:
 - g) To supplement shift 2B. priority is to shift 2A, then shift #1.
 - b) To supplement shift #3, priority is given to shift 2B, then to shift 2A.

4) Saturdays, Sundays and Holidays:

- & On Saturdays, priority on shift #2 is given to shift 2B.
- b) On Sundays and Holidays, prority on shift #2 is given to the lowest average between shifts 2A and 2B.
- c) To supplement shift #2. priority is given to the other shift #2, then shift #1.
- <u>d)</u> To supplement shift #3, priority is given to shift 2B, then shift 2A.
- e) To supplement shift #1, priority is given to shift #3, then shift 2B.
- 5) Employees who have not been offerred overtime hours on their shift will have priority over those who have been offerred overtime hours on their shift to supplement employees on another shift,
- 6) a) The <u>Company</u> will try to maintain in as much as possible, equitable distribution of overtime between employees of a same shift who are asked to supplement another shift.

- b) Notwithstanding letter #6, paragraph 11(a) of the Local Agreement, the mechanism to supplement pother shift will be applied for any conventional maintenance work (skilled trades).
- c) Any problem resulting from the application of this agreement may be raised for discussion between the parties.

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For information purposes only: For weekend overtime, the hours will be **as** follow: **Shift #2A**: 17h30 to 03h30 Shift #2B: 15h36 to 23h36.

DEMAND Nº 1

LEAVE OF ABSENCE - NEGOTIATING COMMITTEE

The Company, **after** having received the list of the members of the Union negotiating committee, will grant to those bargaining unit employees, who would otherwise be at work, leaves of absences for the purpose of negotiating and this, without any loss of benefits, and in accordance with the provisions of the Master Agreement.

DEMAND N° 2

CAFETERIA CLEANING

The Company has agreed that the cleaning of the cafeterias will be completed by members of the bargaining unit, including the washroom in front of the main cafeteria.

DEMAND N° 3

OUTSIDE DRIVER

This job will be populated with one person or more per production shift.

DEMAND N° 4

REASSIGNMENTS

It is not the Company's policy to reassign employees to less desirable work assignments as a means of corrective discipline.

DEMAND N° 5

REMOVED DISCIPLINE

When a **ST-103** is removed from **an** employee's record, the employee will, without undue delay, be given the copy of the **ST-103**, the conduct record will be updated without delay.

DEMAND Nº 6

FOR LAYOFF AND RECALL PURPOSES EMPLOYEES WITH SAME SENIORITY DATE

Management declared it would introduce a numerical system to establish the seniority of an employee inside the plant instead of the alphabetical system. This procedure will be established by the manpower movement committee and will be put in place at the latest six (6) months after the signature of the present agreement. Should the parties not reach a mutual agreement, demand #6 of the 1993 Local Agreement will apply.

Under no circumstances will an employee see his plant seniority increase or diminish due to the implementation of this procedure.

All employees on the plant alphabetical seniority list dated September 14. **1996.** will be assigned by the Company, agreed upon between the parties, a numerical identification number beginning by the oldest on the posted plant seniority

lovee with number 00001 will be the one with the most seniority on the seniority list provided by Employment office.

NEW EMPLOYEES

In the event the Company hires more than one employee on the same day, the last three (3) digits of the social insurance number will determine the seniority order. (Ex: 001 will have priority over 050)

DEMAND Nº 7

STARTING CONVEYORS

The Company recognizes that it is a Management responsibility to **start** and stop the assembly conveyors.

DEMAND Nº 8

SUSPENSIONSAND DISCHARGES

Management will not issue suspensions or discharges during the last hour of the shift. It is understood, however, that exceptions to this procedure could be necessary where the nature of the misconduct requires immediate disciplinary action.

DEMAND N° 9

"POLICY GRIEVANCES"

A "policy grievance", as specified in Paragraph 26 of the Master Agreement, provides for one grievance to apply through-out the plant for **an** alleged violation of a specified provision. Such grievance may request and provide for monetary claims for many affected employees throughout the plant and thereby avoid the necessity of many individual employees filing grievances.

It is understood that disciplinary situations are not covered by this statement.

DEMAND Nº 10

RESULTS OF MEDICAL TESTS

Upon written request by an employee, the Director of the Plant Medical Center will give that employee, α the doctor chosen by the latter, a copy of the medical record, including results of medical tests and analysis.

1. Employees who want a copy of their medical record should address themselves **to** the Medical Center.

2. When employees ask for their medical record, they must sign **a** release **form so** that the Company and its representatives will be exempt form any responsibility that may ensue following the delivery of the said information.

3. It is agreed between the parties that the doctor's perscal notes attached to the employee's record and cardex will not be part of the given informations, neither will the results of medical exams of the S & A program. The employee will make that request to the Insurance Company.

Any problem occurring during the application of this letter will be the subject of discussions between the parties.

DEMAND Nº 11

DESIGNATED AREAS • DISCUSSION OF DISCIPLINE

The Labour Relations Department and the Chairman of the Shop Committee will establish areas for the purpose of Committeemen who wish to discuss ST-103, suspensions or discharges with the affected employee prior to his leaving the plant.

Any misuse shall be reported to the president of the plant shop committee and to the Labour Relations Department.

DEMAND Nº 12

EXTRA HELP

When the Company requires extra help employees in addition to those selected by June 5th of any year, the following procedure will apply:

The Company will continue to make its selection in accordance with Paragraph 1:13(a) of the Local Seniority

Agreement from the applications **on** hand. Employees who have made other vacation plans will be excused from working **as** extra help.

In addition, employees who have already been laid **off** or who have gone **on** vacation when it is determined that their services are required for extra help will be sent a registered recall notice but will not have their seniority broken pursuant to Paragraph 54(d) of the Master Agreement if they do not respond to such registered call.

DEMAND Nº 13

RELIEF PATTERN

This letter is intented to inform the Union that Management is willing to modify the shift relief pattern in accordance with a Union proposal made during 1987 negotiations. This proposal is intended to redistribute the relief allocation established by the Corporation and the Canadian Division. Under this proposal, the Company will experience **no** loss of production and will in no way increase the relief period established by the Corporation and the Canadian Division. The objective of this agreement is **to** redistribute the relief time in such a way that a portion of such relief is taken at the end of production, before the lunch break, and a portion of such relief is taken before production resumes, after the lunch break.

DEMAND Nº 14

UNION TRAINING

During **1987** negotiations, the Union raised the possibility of organizing and conducting Union training sessions for plant employees. The Union supports training sessions organized and conducted by plant management, however, the Union stated that employees could benefit, in the same way, from information programs or training sessions organized by the Union. The objective of such training sessions would ultimately be to improve the good working relations between

the parties because they would expose employees to the broader picture of their role and responsibilities in the organization. Furthermore, the Union stated that such training sessions could be useful for salaried employees as well.

Consequently, Management stated that it supported such an approach. It is agreed that the content and duration of such training sessions must be approved in advance by Management. Further, the parties recognize that this program is governed and restricted by training budgetary constraints, **as** well as by other training needs.

COMMITMENTS AND INFORMATION

BOOKLET

FOR GENERAL MOTORS OF CANADA LIMITED

STE. THERESE EMPLOYEES

AT BOISBRIAND

PREFACE

Since the Ste. Therese plant opened its doors, at Boisbriand, in 1965, the parties have agreed to a number of principles which have led to numerous statements of policy, which are intented to provide a proper and equitable administration of operations and of the workforce. It was agreed to publish these statements of policy in order to inform the interested parties and provide a consistent approach to managing various situations which arise at more or less regular intervals.

Further, it is understood that certain statements of policy may be added, other may be deleted or modified in order to reflect the changing needs of the parties as well as the always changing context of the automobile industry. These changes shall be made, in a spirit α mutual trust, and within the framework of on-going discussions between the parties, and at the most appropriate time.

STATEMENT#<u>1</u> MAXIMUM SPEED

The parties agreed that the speed of any vehicle circulating in the plant would not exceed **<u>eight (8)</u>** kilometers per hour, in accordance with Company policy.

STATEMENT#2 YELLOW LINES IN PLANT AND PARKING LOTS

Management agrees thatyellow lines in the plant and parking lots shall normally be painted by Company employees. However, it is understood that in the event **a** major work, it shall be assigned to outside contractor.

STATEMENT#3 ABSENTEE REPLACEMENTRELIEF MEN

The number of TS's (training pool) required to cover normal absenteeism in their respective departments will be determined quarterly and will be based **on** a percentage figure derived from hte same quarter in the previous available year. This practice will apply only to the departments which presently have TS's (training pool).

STATEMENT#<u>4</u> JOB ASSIGNMENTS AT START-UP

The Company stated that it would not recall. after **a** model change, a Support Technician first, for the purpose of replacing the Assembly Technician normally assigned to **a** repetitive task of normal production.

STATEMENT#<u>5</u> PARKINGLOT EXITS

In order to improve the flow of traffic exiting from the Company parking lots, the parties have agreed to modify the shift starting times for various departments in order to displace the shift ending times for these departments by increments of 6 minutes.

Anyother modifications will be discussed pursuant to paragraph 89 of the Master Agreement.

STATEMENT#<u>6</u> EMERGENCY RELIEF

The Company recognizes that there are occasions when an employee **may** require emergency relief and, in such cases, the <u>Supervisor</u> will take whatever steps are necessary to provide such relief.

Abuses of such procedures will be subject to control.

STATEMENT#<u>7</u> AUTOMATIC TELLER

During the 1990 negotiations, the parties discussed the installation of an automatic teller. After these discussions, the parties recognized that two (2) conditions must be filled in order to install an automatic teller for withdrawals operations. The installation of an automatic teller is allowed only through an Interac member or a similar network and at no cost to the Company.

STATEMENT#<u>8</u> SCHEDULES

It is understood between the parties that, by mutual understanding, they may bring about changes to work schedules to each of the **shifts**, in accordance with their respective needs.

STATEMENT#<u>9</u> VENTILATION - FINAL FINISH

The Union recognizes that an improvement has been experienced due to the present limited circulation of cars. However, should any problem occurs, it will be brought to Management's attention.

STATEMENT#<u>10</u> OVENS AND REFRIGERATORS

The Company **will** maintain the existing practice concerning micro-wave ovens and refrigerators for the employees' use in the plant, according to the needs as determined by the Union and Management as per Document **118** of the Master Agreement. The location of such equipment shall be determined by the parties at a further date.

STATEMENT#<u>11</u> FITNESS

The Company will **will maintain its existing practice concern**ing preferential membership rates for plant employees **who wish to become members of a Physical Fitness Center.**

STATEMENT#<u>12</u> SANITARY SEAT COVERS FOR WASHROOMS

The parties discussed the installation of sanitary seat cover distributors for washrooms. The Company shall install such distributors into the washrooms of the plant.

STATEMENT#<u>13</u> LONG DISTANCE CHARGES

The Company shall pay long distance charges when employees phone to report their absence at the phone number designated for this purpose.

STATEMENT #<u>14</u> MEDICAL TESTS

- For Metal Finishers:

 Regular blood tests, and urine tests as required by the Provincial Government.
- For Sprayers and other employees working with firme-producingmaterials: -pulmonary tests subject to the approval of the Plant Medical Director.

STATEMENT#<u>15</u> NOTICE - LAYOFF

The Company will give the Union advance notice on an upcoming layoff.

STATEMENT#<u>16</u> ADDITIONAL PLANT EXIT

The North and **South** gates will be open at starting and ending times for the first and second **shifts**, on days when the plant is in **full** operation. The gates will be open at the following times:

> DAY SHIFT In: <u>5:15 to 7:40 a.m.</u> Out: <u>3:00 to 4:21 p.m.</u>

> **NIGHT** SHIFT In: <u>2:45 to 5:15 p.m.</u> Out: 3:15 to 4:09 a.m.

In addition, the North and South gates will be open during the meal periods. Appropriate adjustments will be made when the entire plant is scheduled to work overtime, or when the entire plant stops working before the normal ending time.

The Company will maintain its actual practice at plant exit in Body Shop and Paint Shop (**B2-B4**).

STATEMENT#<u>17</u> NEWSPAPER DISTRIBUTION

At the three (3) main entrances to the Plant, the Company will arrange for the installation of three (3) newspaper dispensers. These dispensers will contain two (2) French dailies (morning and evening editions) and one (1) English daily.

STATEMENT#<u>18</u> LOCKERS

The Company will furnish to each employee working in the lead grinding booth one locker for their work clothes and one locker for their personal clothes.

STATEMENT#<u>19</u> CLEANING OF GRILLS - PAINT SHOP BOOTH

During the current negotiations the Union mentioned that certain problems pertaining to the cleaning of grills existed in Paint Shop booths. Management will maintain these grills clean. If there are problems as to the quality of the cleaning, it may be brought to the Labour Relations Department's attention.

STATEMENT#<u>20</u> BASKETS

For the protection of employees working on the assembly line, the Company will take the necessary steps in order not to pile baskets of material higher than the existing air lines and this, for the row of baskets immediately adjacent to these employees.

With new solid structure safety rack system the structure may exceed the air lines.

Should conditions change, the Company will review the situation with the Union.

STATEMENT#<u>21</u> FIRE DRILL

The Company will conduct its fire-drill in plant wide during normal weather conditions, that is, between the months of May and October, once a year.

STATEMENT#<u>22</u> EMERGENCY LIGHTS UNDER CONVEYORS

The Company will install emergency lights where employees work under the mainline conveyors.

STATEMENT#<u>23</u> NO SMOKING AREA

A "NO-SMOKING" area with sign will be provided in each cafeteria. The area will be determined by the Chairman of the Negotiating Committee and the Labour Relations Department in accordance with paragraph 163 of the Master Agreement.

STATEMENT#<u>24</u> SENIORITY LIST

After the 1993 negotiations, the Company will give the Union a seniority list in numerical order, by seniority date (the most senior employee being at the top of the list).

The first of these lists will include skilled trades - specialized employees by their respective trade and the second one will include employees of production departments. These lists will be posted for public view and updated every three (3) months.

STATEMENT#<u>25</u> THIRD STEP MINUTES

The Company states that in the future, the cover sheet **at** Third Step Minutes and Fourth Step Minutes will be on G.M. letterhead and will identify Company representatives present and Union representatives present **as** welt **as** grievance numbers or appeal case numbers in parenthesis and the Paragraph or Demand number which will be identified by a "C" for Contract or "**D**" for Demand.

In addition, these minutes will faithfully reflect the discussions of the grievances filed.

Additionally, future agreement letters addressed to the members of the Shop Committee vill be numbered.

Moreover, members of the Shop Committee will receive a Fopy of letters sent to the Chairman according to a provision of the collective agreement.

In addition, the Company will send a copy of the letters re-

Committeeman.

STATEMENT#<u>26</u> FRENCH AND ENGLISH AGREEMENTS

The present agreement will be printed in two books separately; one in the French language, and one in the English language.

STATEMENT#<u>27</u> POGO PUMPS - NOISE

(a) The Company acknowledges that the "Pogo Pumps" currently used in the plant are a source **of** objectionable noise and will be muffled.

(b) The Company and the Union agree that the reduction of noise levels is a mutual objective. For this purpose and



specifically in respect to banks of pogo pumps and paint container pumps, we have resolved **to** partially **enclose these** banks of pumps with appropriate sound deadening materials.

STATEMENT#<u>28</u> ZIP GUNS

There is presently one booth in Department 32101 (B-2) and one booth in Department 32211 (C-1) for repair purposes including "Zip Guns". For this reason, Management will add additional sound insulation. Furthermore, "Zip **Guns"** shall be used in the booth only.

STATEMENT#<u>29</u> DEICING BOOTH

The existing deicing booth will be modified and equipped in order to deice vehicles which are parked in the yard and this, prior to their entry into the plant repair facilities. Moreover, a dryer will be installed to dry the top, sides and underneath of the car.

Should any problem occur with the deicing booth, it will be brought to the attention of Labour Relations Department.

STATEMENT #<u>30</u> CONVEYOR SPEED CONTROLS

Speed controls on main line conveyors and any auxiliary conveyor where employees work will be locked if requested by the Union.

In addition, the Company will advise the Union of any change of the speed of conveyors and the date this change will be done. A Union representative may be oresent when the Company will change the speed of its conveyors.

STATEMENT#<u>31</u> PERSONAL MESSAGES

All personal messages received will be relayed to the **em**ployees involved without undue delay. Should there be **an** abuse of this practice, the specific cases will be reviewed with the Union and may cause this service to be discontinued for the employee involved.

STATEMENT #<u>32</u> COLD AIR ENTRY

The parties have reviewed the problem of cold air entry at the receiving tracks. **As a** result, the Company and the **Un**-ion have agreed to the installation of wind shrouds **as** well as a quick-drop curtain.

STATEMENT#<u>33</u> VENTILATION • GAS LINE

A vent has been installed on the gas filler hose which has considerably reduced gas spills. Furthermore, the Company will clean, at least three (3) times a week, the troughs under the grating. The Company will also install ducts in the pit sidewalls to improve the evacuation.

In addition, when there are two (2) production shifts, the Maintenance Department will revise the schedule with the Health & Safety Committee, if needed.

STATEMENT#<u>34</u> PARKING AREAS - DISABLED EMPLOYEES

The Company will <u>keep a minimum of fifty (50)</u> parking spaces, <u>according to the needs</u>, to be divided equally between the North parking lot, the South parking lot, and the existing area, for use by disabled employees as determined by the Labour Relations Department and the Chairman of the Shop Committee and one night shift District Committeeman.

In addition, the Company will supply orange coloured identification to employees permanently placed in accordance with paragraphs 65 (a) or (b). Identification of different colours will be given to employees who will be temporarily placed in accordance with paragraphs 65(a) or (b).

STATEMENT#<u>35</u> DEPARTMENTA-2 • TRUCK RECEIVING AREAS

The Works Engineering Department will ensure that all heating equipment and overhead doors will be properly maintained. The Material Control Department will ensure that the opening and closing of outside transport doors will be regulated to maintain minimum "open" time. The existing canvas curtains will be replaced by roll-up steel doors.

STATEMENT#<u>36</u> SAFETY GLASSES WITH ADDITIONAL PROTECTION

The Company will continue its practice to provide employees assigned to a luminous and uncomfortable environment adequate visual protection. Employees classified as Gas, Arc and Mig Welder, or stationed immediately adjacent to these job assignments, are part of that group. These needs will be treated individually taking into account the employee's eyesight and the work environment.

In addition, an employee working in a place known for its particular brightness will be allowed to one or more filters adapted to his eyesight and work environment.

STATEMENT#<u>37</u> PARKING LOTS BATTERY SERVICE & EMERGENCY TOWING

<u>Management will make available through Plant Security suit-</u> able eauipment for battery recharging and tire inflating. which employees **may** obtain and return.

In addition, the company will maintain its present practice to make available two (2) sets of equipment for battery recharging at the south gate (C1).

The Company intends to continue the current practice of having available through the Plant Security Department **six (6)** sets of battery equipment to assist employees in the starting of their cars, and a vehicle to provide battery jumper cable starting service for employees when the temperature reaches minus 17 degrees Celcius (-17C). A second vehicle will be used for this purpose when the temperature reaches minus 20 degrees Celcius (-20C).

Due to the fact that the Boisbriand Plant is located in a high snowfall area, the Company will make arrangements to provide a towing service within the confines of the Company parking lot. This service will be provided at no cost to the employee. The service will be made available during snowfalls, when employees become stuck in the snow due to the fact the parking lot has not been cleared of snow.

The Company will have no responsibility for damage **to** employees' vehicles under this policy.

STATEMENT #<u>38</u> PAINT SHOP - CAUSTIC TANK

The Company intends to continue the present practice of assigning more than one employee to work in the caustic tank room when work in the caustic tank is required.

STATEMENT#<u>39</u> MISCELLANEOUS

- **1.** "SBS-30" soap will be supplied in liberal quantities where required.
- 2. Roadways, widewalks and parking lots will be sanded or salted when necessary.

- **3.** Parking lots will be patrolled on principal **shifts** at irregular intervals which Management will determine based upon circumstances and need.
- 4. Thefts, losses, and damages inside the building will be handled in accordance with existing Company policy.

STATEMENT#<u>40</u> FORM AVAILABILITY - MEDICAL CENTRE

The Company will make Compensation forms, Dental Claim and Drug Prescription claim forms, **as** well **as** Sickness & Accident and C.S.S.T. claim forms, available for evening shift employees through the Medical Centre.

STATEMENT#<u>41</u> STOOLS AND CHAIRS

A proper chair and table or **a** stool will be supplied to each employee assigned to **a** stationary operation.

STATEMENT#<u>42</u> RUBBER MATS

The providing of rubber mats in numerous areas of the plant is not acceptable to the Company. However, mats will be provided in areas where operators are required to stand at a stationary operation and where the Superintendent and the Committeeman mutually agree they should be installed. It is also agreed that rubber mats are not to be installed in areas that would create **a** hazard. In order to reach this goal, a 5000 feet maximum will be available.

STATEMENT#<u>43</u> LOST TOOLS - PLANT EMPLOYEES

Employees are expected to exercise a reasonable care of tools issued to them. Employees who exercise such reason-

able care will not be held financially responsible for the loss of such tool.

STATEMENT#<u>44</u> PAY FOR LATE EMPLOYEES

The Company will continue its past practice of paying **a** late employee from the beginning of the shift **as** long as the employee arrives up to three (3) minutes from the beginning of the shift. This will not restrict the Company's right to take corrective action against employees for tardy arrival at place of work.

STATEMENT#<u>45</u> BEGINNING AND ENDING OF SHIFTS

Employees will not be required to get out or put away their tool(s) or equipment stored with their tools, prior to being paid at the beginning of the shift or subsequent to being paid at the end of the shift. Employees must, however, be on the job and properly dressed to do their job at the beginning of the shift.

STATEMENT#<u>46</u> EMPLOYEE DOSSIER

An employee asking to review his conduct record in his department will be entitled to do **so** without **any** undue delay. Furthermore, **an** employee wishing to review his record at the Employment Office will be entitled to do **so** by appointment.

STATEMENT#<u>47</u> REASSIGNMENT OF EMPLOYEES

It is not the Company's policy to select higher seniority employees for the purpose of loaning out from one Foreman's group to another.

STATEMENT #<u>48</u> FACE SHIELDS - SPOT WELDERS

Manual Spotwelders will be supplied with a mica face shield provided that the existing conditions **remain** the same and that this may be possible without it interfering with the manufacturing of the product.

STATEMENT #<u>49</u> TRAIN SHUNTS

The Company will make every possible effort to do train shunts between shifts, based upon the prevailing conditions.

STATEMENT #<u>50</u> VENTILATION - REPAIR SECTIONS

During Negotiations, the Company advised the Union that it would examine the ventilation system in the Mechanical Repair and General Repair sections.

STATEMENT#<u>51</u> GENERAL REPAIRMEN - YARD

The Company will assign one General Repairman per truck in the yard to do the work related to this classification.

STATEMENT#<u>52</u> RADIO ANTENNAS

The parties discussed at length the installation of radio antennas. The Company has advised the Union that the actual service of radio antennas in departments (B-2) (B-6) (C-1) will **be** maintained.

STATEMENT#<u>53</u> CLEAN ROOM (B-4)

Painters, Support Technicians and Support Technicians (Bank), Assembly Technicians (Primer) and Support Technicians (Kiosk) in the Clean Room.

Employees classified as above assigned to the day shift will receive an additional premium of point five (.5) of an hour per day at the regular rate to work a total of two point five (2.5) hours **a** week, in order to allow these employees to clean their equipment.

Those employees classified as above assigned to the night will receive the an additional premium of point five (.5) of an hour per day at regular rate for a four (4) day period. If the employee is absent from work, the Company will hold back point six (.6) of **an** hour for each day this employee is absent from work, and if absent the entire week, **no** premium will be paid.

In the event the present conditions should change, the Company reserves its right to withdraw this agreement.

STATEMENT#<u>54</u> EMPLOYEES OF TEE DEADENER BOOTH B6 DEPARTMENT

Employees working in the B6 Deadener Booth will receive an additional premium for each day worked, as follows:

- 1- Employees will punch six (6) minutes before the beginning of his shift in order to receive point one (.1) overtime.
- **2-** Employees will receive point one (.1) at a regular rate to cover the lunch period.
- **3-** Employees will punch six (6) minutes after the end of his shift to receive point one (.1) overtime.

Employees assigned to the night shift and working in the B6 Deadener Booth will receive the same premium for a four (4) day period.

If the employee is absent from work, the point five (.5) of an hour per day will not be paid.

In the event the current conditions change, the Company reserves its right to withdraw this agreement.

SKILLED TRADES SECTION - V-8

STATEMENT#<u>55</u> LINES OF DEMARCATION

The Engineering Department shall distribute a copy of lines of demarcations to each skilled employee and will schedule the lines of demarcations meetings. The minutes of these meetings will be distributed to the parties involved in order to avoid any misunderstanding, by the Labour Relations Department.

The Labour Relations Department will ensure that the Lines of Demarcation are respected.

STATEMENT#<u>56</u> JOB SHEETS - SKILLED TRADES AND PRODUCTIONEMPLOYEES

When Skilled Trades and production employees are given job sheets or any related document by <u>the Company</u> in connection with their job assignments, such job sheets or any related document will be in the French language.

All data mentioned in <u>paragraph</u> 167 of the Master Agreement will be **supp**lied to the Union in the French language.

STATEMENT #<u>57</u> WELDER'S SHIELD FOR WELDING OPERATIONS

The Company will have available in each maintenance crib and in Department V-5 a portable Welder's shield to be used by Maintenance Welders and Salvage Repair Operators when performing welding operations during the first and second shift operations. However, if welding operations are necessary during other periods of time in the plant in a congested area, the supervisor of the employees so involved will instruct them to use a portable Welder's shield. Moreover, the breakdown trucks will be equipped with such shields.

FOR INFORMATION PURPOSES ONLY

LIST OF CLASSIFICATIONS

ST	= Support Technician
AT	= Assembly Technician
AT-S	= Assembly Technician - Special
GMS	= General Maintenance Serviceman

LIST OF NON-INTERCHANGEABLEGROUPS:

TRAINING:

ST (T)	= Training
ST (FF)	=Facilitator

BODY SHOP:

ATS (MFR)	= Metal finish repair
ATS (LR)	= Line Repair
ST (T)	= Training
ST (FF)	=Facilitator

PAINT SHOP:

ATS (PR)	=Paint repair
ATS (P)	= Paint
ATS (E)	= Elpo
ST(T)	= Training
ST (FF)	=Facilitator

TRIM AND HARDWARE :

ATS (R)	=Repair
ATS (LR)	=Line repair
ST (T)	= Training
ST (FF)	= Facilitator



QUALITY ASSURANCE:

- = Receiving Inspection = Quality Audit AT (RI)
- AT (QÁ)
- AT(Q)= Quality = Training ST (T)
- ST (FF) = Facilitator

MATERIAL HANDLING:

= Material AT (M) =Battery attendant = Crib attendant AT (BÁ) AT (CA) = Training ST (T) ST (FF) = Facilitator

1998				
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25 26 27 28 29 30 31	12232423202728	22 23 24 25 26 27 28	26 27 28 29 30	
MAY MAI	JUNE JUIN	JULY JUILL.	AUG. AOÛI	
SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	<u>SMTWTFS</u> DLMMJVS	
1 2	1 2 3 4 5 6	1234	1	
3 4 5 6 7 8 9	7 8 9 10 11 12 13	567891011	2345678	
10 11 12 13 14 15 16 17 18 19 20 21 22 23	14 15 16 17 18 19 20 21 22 23 24 25 26 27	12 13 14 15 16 17 18	9 10 11 12 13 14 15 16 17 18 19 20 21 22	
24 25 26 27 28 29 30	28 29 30	19 20 21 22 23 24 25 26 27 28 29 30 31	23 24 25 26 27 28 29	
31			30 31	
SEPT. SEPT.	OCT. OCT.	NOV. NOV.	DEC. DEC	
SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	
1 2 3 4 5	1 2 3	1234567	12345	
6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12	
13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 I5 16 17 18 19	
20 21 22 23 24 25 26	18 19 20 21 22 23 24 25 26 27 28 29 30 31	22 23 24 25 26 27 28	20 21 22 23 24 25 26 27 28 29 30 31	
27 28 29 30	25 26 27 28 29 30 31	29 30	27 28 29 30 31	
	19	99		
JAN. JAN.	FEB. FÉV.	MAR. MAR.	APR. AVR	
SMTWTFS DLMMJVS	SMTWTFS DLMNJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	
1 2	123456	123456	1 2 3	
3 4 5 6 7 8 9 10 11 12 13 14 15 16	7 8 9 10 11 12 13	7 8 9 10 11 12 13	4 5 6 7 8 9 10	
17 18 19 20 21 22 23	14 15 16 17 18 19 20 21 22 23 24 25 26 27	14 I5 16 17 18 19 20 21 22 23 24 25 26 27	11 12 13 14 15 16 17 18 19 20 21 22 23 24	
24 25 26 27 28 29 30	28	28 29 30 31	25 26 27 28 29 30	
31				
MAY MAI SMTWTFS	JUNE JUIN SMTWTFS	JULY JUILL.	AUG. AOÜT	
DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	
1	1 2 3 4 5	123	1234567	
2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14	
9 10 11 12 13 14 15 16 17 18 19 20 21 22	13 14 15 16 17 18 19 20 21 22 23 24 25 26	11 12 13 14 15 16 17 18 19 20 21 22 23 24	15 16 17 18 19 20 21 22 23 24 25 26 27 28	
23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31	29 30 31	
30 31				
SEPT. SEPT.	CCT. OCT.	NOV. NOV.	DEC. DEC.	
			SMTWTFS DLMMJVS	
1 2 3 4	1 2	123456	1234	
5 6 7 8 9 10 11 12 13 14 15 16 17 18	3 4 5 6 7 8 9 10 11 12 13 14 15 16	7 8 9 10 11 12 13	5 6 7 8 9 10 11	
19 20 21 22 23 24 25		14 15 16 17 18 19 20	12 13 14 15 16 17 18	
1 1 2 2 2 2 2 2 2 2 2 2 2 2 3 2 4 2 3 1	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	
19 20 21 22 23 24 25 26 27 28 29 30	17 18 19 20 21 22 23 24 25 26 27 28 29 30 30	21 22 23 24 25 26 27 28 29 30	19 20 21 22 23 24 25 26 27 28 29 30 31	

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<i>μ</i>	20	00	
JAN. JAN.	FEB. FÉV.	MAR. MAR.	APR. AVR.
SMTWTFS	SMTWTFS	S <u>M</u> TWTFS	<u>SMTWTFS</u>
<u>DLMMJVS</u>	DLMMJVS	DLMMJVS_	DLMMJVS
1 2345678	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11	2345678
9 10 11 12 13 14 15	13 14 15 16 17 18 19	12 13 14 15 16 17 18	9 10 11 12 13 14 15
16 17 18 19 20 21 22	20 21 22 23 24 25 26	19 20 21 22 23 24 25	16 17 18 19 20 21 22
23 24 25 26 27 28 29 30 31	27 28 29	26 27 28 29 30 31	23 24 25 26 27 28 29
MAY MAI	JUNE JUIN	JULY JUILL.	AUG. AOÛT
SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
DLMMJVS	DLMMJVS	DLMMJVS	DLMMJVS
1 2 3 4 5 6	123	1	1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8 9 10 11 12 13 14 15	6 7 8 9 10 11 12
14 15 16 17 18 19 20 21 22 23 24 25 26 27	11 12 13 14 15 16 17 18 19 20 21 22 23 24	9 10 11 12 13 14 15 16 17 18 19 20 21 22	U 14 15 16 17 18 19 20 21 22 23 24 25 26
28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30 31
	<u> </u>	30 31	
SEPT. SEPT.	OCT. OCT.	NOV. NOV.	DEC. DEC.
<u>smtwrfs</u> Dlmmjvs	<u>SMTWTFS</u> DLMMJVS	<u>SMTWTF</u> DLMMJVS	<u>SMTWTFS</u> DLMMJVS
			1 2
12 34567 89	1 2 3 4 5 6 7 8 9 10 11 12 13 14	1234 567891011	3 4 5 6 7 8 9
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 2 9 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30 31
	20	01	
JAN. JAN.	FEB. FÉV.	MAR. MAR.	APR. AVR.
<u>SMTWTFS</u> DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	<u>SMTWTFS</u> DLMMJVS
	<u>DLMMJVS</u> 123		
123456 78910111213	45678910	123 45678910	1 2 3 4 5 6 7 8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28	25 26 27 28 29 30 31	29 30
MAY MAI	JUNE JUIN	JULY JUILL.	AUG. AOÛT
SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS	SMTWTFS DLMMJVS
<u>DLM</u> JVS 12345	<u>ріммју</u> 12	<u>D_LMMJV</u> S 1234567	
6789101112	3456789	1 2 3 4 5 6 7 8 9 10 11 12 13 14	1234 567891011
13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30 31
SEPT. SEPT.	ост. ост.	NOV. NOV.	DEC. DEC.
SMTWTF8	SMTWTFS	SMTWTFS	SMTWTF S
DLMMJVS	DLMMJVS	DLMMJVS	DLMMJVS
1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8 9 10 11 12 13	123	1
9 10 11 12 13 14 15	14 15 16 17 18 19 20	4 5 6 7 8 9 10 11 12 13 14 15 16 17	2 3 4 5 6 7 8 9 10 11 12 13 14 15
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22
23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29
			30 31