



# **MASTER AGREEMENT**

**BETWEEN**

**GENERAL MOTORS OF CANADA LIMITED**

**AND THE**

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

**Local No. 199 St. Catharines  
Local No. 222 Oshawa  
Local No. 636 Woodstock  
Local No. 1973 Windsor**

**Dated**

**May 15, 2008**

**(Effective: September 17, 2008)**

**As Modified March 8, 2009**

**And Further Modified May 21, 2009**

**(Effective June 8, 2009) 01974 (09)**

## TABLE OF CONTENTS

	Para. No.	Page No.
<b>I. PURPOSE OF AGREEMENT .....</b>	1	2
<b>II. DEFINITION .....</b>	2	3
<b>III. RECOGNITION .....</b>	3	4
<b>IV. MANAGEMENT .....</b>	4	5
<b>V. STRIKES, STOPPAGES AND LOCKOUTS (Doc. 37).....</b>	5	5
<b>VI. UNION SECURITY AND CHECK-OFF OF DUES AND INITIATION FEES (Doc. 96) .....</b>	6	6
<b>VII. REPRESENTATION</b>		
Zone Committeeperson Ratio .....	7	11
District Committeeperson .....	8	11
Alternate Committeeperson .....	9	11
Plant Zoning .....	10	11
Representation Time (Doc. 30).....	11	12
Reasonable Time .....	12	15
Notifying Management .....	13	15
Shop Committee Schedule .....	14	16
Notice of Designation .....	15	17
Third Step Meetings .....	16	17
Overtime Representation .....	17	17
Employment of Members of the Shop		
Committee Provided for in Para. (11)(a)....	18	18
Special Problems .....	19	19

# TABLE OF CONTENTS

(Continued)

	Para. No.	Page No.
<b>VIII. GRIEVANCE PROCEDURE</b>		
Intent .....	20	20
Step One (Doc. 34,35).....	21	20
Step Two .....	22	21
Step Two – District Committeeperson .....	23	21
Step Three .....	24	21
Step Three Meeting .....	25	22
Policy Grievance .....	26	22
<b>Written Reprimand, Suspension,</b>		
<b>Disciplinary Layoff and Discharge Cases</b>		
Discipline Interview (Doc. 35).....	27	22
Written Statement of Discipline .....	28	23
Assistance to Zone Committeeperson .....	29	23
Suspension/Discharge Grievance .....	30	24
Step Four .....	31	24
Special Procedure -		
Contracting of Work .....	31(i)	26
Plant Visits .....	32	26
<b>Arbitration</b>		
Arbitration (Doc. 37).....	33	27
Arbitration Filing Procedure .....	34	27
Arbitrator Selection .....	35	28
Decision Time Limit .....	36	28
Statements to Arbitrator .....	37	28
Impartial Medical Opinion (Doc. 38).....	38	28
Arbitrator Powers .....	39	29
Limits of Arbitration (Doc. 37).....	40	30
Cost Awards .....	41	30
Cost of Arbitration .....	42	30
Arbitration Hearing Location .....	43	30
<b>General</b>		
Grievance Time Limits .....	44	30
Back Wages Claim .....	45	31
Time Limit Extension .....	46	31
Improper Layoff, Suspension or Discharge.....	47	31
Step Three Meeting Attendance .....	48	31
Prior Grievances .....	49	32

# TABLE OF CONTENTS

(Continued)

	<b>Para. No.</b>	<b>Page No.</b>
<b>IX. SENIORITY</b>		
Intent .....	50	32
Definition .....	51	32
Acquiring Seniority .....	52	33
Probationary Employee .....	53	34
Breaking of Seniority (Doc. 14,41,42,86).....	54	34
Breaking of Seniority at Age 65 .....	55	38
Recall by Seniority .....	56	38
Rehire .....	57	38
Seniority Rights .....	58	38
Seniority List: Acquiring Seniority .....	59	39
Seniority Lists (Doc. 96).....	60	39
Promotions (Doc. 39).....	61	41
Transfers .....	62	41
Layoff: Union Representation (Doc. 29,31)...	63	42
New Seniority Groups .....	64	44
Employee Placements .....	65	44
Employee Capability (Doc. 46).....	66	45
Establishment of New Plants (Doc. 14,16,18,20,24,89).....	67	45
<b>X. LEAVES OF ABSENCE</b>		
Informal Leaves .....	68	47
Formal Leaves (Doc. 71).....	69	47
Union Leaves: Permanent Office .....	70	48
Union Activity Leaves .....	71	48
Public Office Leaves .....	72	48
Union: Leaving the Plant .....	73	49
Sick Leave (Doc. 41).....	74	50
Compensable Sick Leave .....	75	50
Seniority Accumulation .....	76	50
<b>XI. HOURS OF WORK AND OVERTIME</b>		
Definitions .....	77	51
Definition of "Day" .....	78	51
Start of "Day" .....	79	51

# TABLE OF CONTENTS

(Continued)

	Para. No.	Page No.
<b>XI. HOURS OF WORK AND OVERTIME</b> (Continued)		
Start of Work Week .....	80	51
Straight Time .....	81	51
Overtime after 8 Straight Time Hours .....	82	52
Shift Change .....	83	52
Saturday/Civic Holiday Overtime .....	84	52
Sunday Overtime .....	85	52
Power House Employees .....	86	52
Overtime During Holidays .....	87	53
Pyramiding .....	88	53
Changing Established Shift Hours .....	89	53
 <b>XII. HOLIDAY PAY</b>		
Holidays (Doc. 64,65,72).....	90	54
Holiday Pay Eligibility (Doc. 62,64,67,69,72).....	91	58
Lay Off and Sick Leave Eligibility (Doc. 62).....	92	59
Model Change Layoff Eligibility .....	93	60
Holidays Falling During Vacation .....	94	60
Holidays Just After Vacation .....	95	61
Failing to Report for Work .....	96	61
 <b>XIII. WAGES</b>		
Local Wage Agreements (Doc. 95).....	97	62
New Classifications .....	98	64
General Wage Increases (Doc. 85).....	99	65
Addition to Hourly Rate .....	100	65
<b>Cost of Living Allowance</b>		
Consumer Price Index (Doc. 10).....	101	65
C.O.L.A. Payment .....	102	65
C.O.L.A. Adjustment Times (Doc. 10).....	103	66
C.O.L.A. Calculation (Doc. 10).....	104	66
C.P.I. Not Published .....	105	66
C.P.I. Revisions .....	106	66
C.P.I. Form and Availability .....	107	67
Night Shift Premium .....	108	67
Call In Pay (Doc. 47).....	109	68

# TABLE OF CONTENTS

(Continued)

	Para. No.	Page No.
<b>XIV. VACATION PAY ALLOWANCES</b>		
Vacation Pay Eligibility .....	110	68
Vacation Pay Eligibility Date .....	111	68
Compliance With Law .....	112	68
Definition of "Minimum Hours" (Doc. 63)....	113	68
Vacation Pay Entitlement .....	114	69
Vacation Pay Calculation (Doc. 60,63,68)....	115	71
Failure to Work Minimum Hours .....	116	72
Discharged Employee .....	117	72
Broken Seniority .....	118	72
Definition of a Week .....	119	73
 <b>XV. SKILLED TRADES</b>		
Apprentice Program Intent .....	120	74
Apprentice Exclusions .....	121	74
Master Skilled Trades Committee (Doc. 48)..	122	74
Training Schedules (Doc. 48).....	123	75
Local Apprentice Committee .....	124	76
Attending Shop Committee Meetings .....	125	76
Local Apprentice Committee Meetings .....	126	76
Duties of Local Apprentice Committees (Doc. 48).....	127	77
Apprentice Grievances .....	128	79
Apprentice Training Schedule Problems.....	129	80
Apprentice Eligibility Requirements .....	130	80
Apprentice Openings .....	131	80
Credit for Previous Experience .....	132	81
Term of Apprenticeship (Doc. 48).....	133	81
Apprentice Classifications .....	134	81
Apprentice: Direct Hire Seniority .....	135	81
Apprentice: Transfer Seniority .....	136	81
Apprentice: Seniority upon Graduation (Doc. 48).....	137	82
Apprentice: Reduction In Force (Doc. 48)....	138	84
Apprentice Recall .....	139	85
Ratio of Apprentices to Journeymen / Journeywomen .....	140	85
Apprentice Work Week and Overtime .....	141	85

# TABLE OF CONTENTS

(Continued)

	<b>Para. No.</b>	<b>Page No.</b>
<b>XV. SKILLED TRADES (Continued)</b>		
Apprentice Credit for Overtime .....	142	86
Apprentice Tool Allowance .....	143	86
Apprentice Indenture .....	144	87
Related Training (Doc. 48).....	145	87
Related Training Pay (Doc. 48).....	146	87
Related Training Determination (Doc. 48)....	147	87
Related Training Tuition & Fees (Doc. 48)....	148	87
Progress Reports .....	149	87
Certification of Completion .....	150	88
Apprentice Wage Rate Schedule .....	151	88
Classification as Journeymen / Journeywomen .....	152	89
Definition of Journeymen / Journeywomen .....	153	89
Deleted – 2002 Negotiations .....	154	89
Supplemental Skilled Trades (Doc. 48).....	155	89
Displacement of Temporary Skilled Trades (Doc. 48).....	156	90
Extra Help Skilled Trades .....	157	90
Lines of Demarcation .....	158	91
 <b>XVI. GENERAL PROVISIONS</b>		
Overtime Equalization (Doc. 25,26).....	159	93
Bulletin Boards .....	160	93
Union Activity During Working Time .....	161	93
Physical Examinations .....	162	93
Smoking Rules .....	163	93
Jury Duty / Bereavement (Doc. 57,70,89)....	164	94
Supervisors Working (Doc. 33).....	165	96
Production Standards (Doc. 37).....	166	96
Production Standards Dispute (Doc. 37, 91-94)	167	97
Outside Contractors .....	168	101
Economic Demands .....	169	101
Certification .....	170	101
Prior Effect .....	171	101
Conflict Between Master & Local .....	172	101

# TABLE OF CONTENTS

(Continued)

	<b>Para. No.</b>	<b>Page No.</b>
<b>XVI. GENERAL PROVISIONS</b>		
(Continued)		
Prior Agreements .....	173	102
Local Agreements .....	174	102
Supplemental Agreements .....	175	103
Proposals & Demands .....	176	103
Effective & Termination Dates .....	177	104



# TABLE OF CONTENTS

## APPENDICES

	<b>Page No.</b>
<b>APPENDIX "A"</b>	
Memorandum of Understanding Concerning Gender Neutral Agreement Language .....	106
<b>APPENDIX "B"</b>	
Rest Periods and Wash-up Periods .....	108
<b>APPENDIX "C"</b>	
Deleted – 2002 Negotiations .....	109
<b>APPENDIX "C-1"</b>	
Deleted – 2002 Negotiations .....	109
<b>APPENDIX "D"</b>	
Deleted – 2005 Negotiations.....	109
<b>APPENDIX "E"</b>	
Special Skilled Trades Representative .....	110
<b>APPENDIX "F"</b>	
Quality of Work Life (Q.W.L.) .....	113
<b>APPENDIX "G"</b>	
Production Standards .....	115
Attachment "A" .....	120
Attachment "B" .....	121
<b>APPENDIX "H"</b>	
Memorandum of Understanding Covering Special Canadian Contingency Fund .....	122
<b>APPENDIX "H-1"</b>	
Funding - Other Initiatives, CSUB, Legal Services, Child Care .....	124
<b>APPENDIX "I"</b>	
General Motors of Canada and Canadian Auto Workers Statement of Commitment to Continual Quality Improvement .....	126

# TABLE OF CONTENTS

## APPENDICES (Continued)

	<b>Page No.</b>
<b>APPENDIX "J"</b> Expedited Arbitration Procedure .....	129
<b>APPENDIX "K"</b> Deleted – 2005 Negotiations.....	131
<b>APPENDIX "L"</b> Representation Structure - Oshawa .....	132
<b>APPENDIX "M"</b> Harassment Procedure & Associated Training .....	135
<b>APPENDIX "N"</b> Employment Equity Plan & Associated Training .....	140
<b>APPENDIX "O"</b> Consultation Procedure - General Motors of Canada Limited .....	142
<b>APPENDIX "P"</b> Deleted – 2008 Negotiations.....	143
<b>APPENDIX "Q"</b> Deleted – 2008 Negotiations..... Attachment A – Deleted 2008 Negotiations	144 145
<b>APPENDIX "R"</b> Job Security and Work Ownership - Skilled Trades .....	146
Attachment "A" .....	148
<b>APPENDIX "S"</b> Deleted – 2008 Negotiations.....	151
<b>APPENDIX "T"</b> Temporary Part-Time Employees .....	152

# TABLE OF CONTENTS

## COMPANY STATEMENTS AND LETTERS

	Doc. No.	Page No.
<b>EMPLOYEE ACTIVITIES</b>		
Employment Equity .....	1	159
Attachment <u>A</u> to Document 1		
Quarterly Meetings .....		162
CAW National Employment Equity		
Coordinator .....	2	164
Violence Against Women .....	3	166
Statement on Child Care .....	4	167
Employee Counselling Program .....	5	169
GM-CAW Training Review Committee .....	6	173
Attachment A to Document 6		
Administration of Training		
Review Committee.....		175
Attachment B to Document 6		
Training Schedule – Sufficient Notice.....		177
Learning Skills Program .....	7	178
Attachment A to Document 7		
Administration of Basic Learning		
Skills Program .....		180
Deleted – 2008 Negotiations.....	8	182
Attachment A – Deleted – 2008 Negotiations		
A Tuition Assistance Plan for		
General Motors Hourly-Rate Employees....		183
CAW Leadership Training Program .....	9	184
 <b>WAGES</b>		
COLA – Calculation .....	10	187
Attachment <u>A</u> to Document 10 -		
Engineering Method of Rounding .....		189
Classification Review Committee .....	11	190
Application of Wage Increase Provided		
for in Paragraph (99) of the Master		
Agreement .....	85	390
 <b>JOB SECURITY</b>		
Job Security .....	12	192
Attachment <u>A</u> to Document 12 -		
Sabbatical Leaves .....		200
Attachment <u>B</u> to Document 12-		
Method of Tie Breaking .....		201
Attachment <u>C</u> to Document 12-		
Options Choice for Permanently		
Laid-Off Employees .....		202

# TABLE OF CONTENTS

## COMPANY STATEMENTS AND LETTERS (continued)

	Doc. No.	Page No.
<b>JOB SECURITY</b> (continued)		
Attachment <u>D</u> to Document 12 - Regarding Sale of The London Locomotive Operation .....	12	203
Special Canadian Enhanced Job Security .....	13	208
Preferential Hiring (Par. 54(f)) .....	14	211
Attachment <u>A</u> to Document 14- Preferential Hiring .....		214
Employee Movement – Multi-Plant Site Locations .....	15	215
Medical Standards (Par. 67(a)).....	16	216
Content Letter .....	17	217
Job Counselling and Placement Assistance Program (Par. 67(a)).....	18	219
Plant Closings & Volume Reductions .....	19	222
Job Security & Work Ownership .....	20	223
Attachment <u>A</u> to Document 20 Examples of Major Operations .....		227
Attachment <u>B</u> to Document 20 Work Ownership – Modularity .....		228
Joint Opportunities for Better Security (J.O.B.S.) .....	21	229
Job Security in Canadian Employment Levels .....	22	231
Local Task Force - Cooperative Efforts in Quality and Efficiency .....	23	232
Attachment <u>A</u> to Document 23- Administration of Special Incentive Separation Program .....		233
Transfer of Operations (Par. 67(b)) .....	24	240
Community Employment Level Letter.....	97	411
 <b>OVERTIME</b>		
Overtime Policies (Par. 159).....	25	241
Equitable Distribution of Overtime .....	26	242

**TABLE OF CONTENTS**  
**COMPANY STATEMENTS AND LETTERS**  
(continued)

	<b>Doc. No.</b>	<b>Page No.</b>
<b>TRAINING</b>		
Training Fund – GM/CAW Training		
Review Committee .....	27	243
Local Training Committees .....	28	244
Training Discussion.....	99	414
 <b>REPRESENTATION</b>		
Application of Paragraph (63)(b) of		
Master Agreement .....	29	245
Local Union Presidents .....	30	246
Retention of Union Benefit Plan		
Representatives During Temporary		
Layoff Periods for Model Change,		
Inventory, Material Shortages,		
Machine Breakdown, etc. (Par. 63(a)(4))..	31	247
 <b>GRIEVANCE PROCEDURE</b>		
Grievance Procedure .....	32	248
Special Procedure - Supervisors Working		
Unjustifiable Grievances (Par. 165).....	33	250
Relieving Employee for		
Committeeperson Discussion (Par. 21(c))..	34	251
Disciplinary Interview (Par. 27).....	35	252
Established Shift Hours or Lunch Periods		
(Par. 89).....	36	253
Effect of Provincial Legislation on Right		
to Strike Over Certain Issues	37	254
(Par. 5,3(i),40).....		
Attachment A to Document 37 .....		255
Attachment B to Document 37 .....		256
Attachment C to Document 37 -		
Strikes, Stoppages & Lockouts .....		257
Attachment D to Document 37 -		
Appendix C-2 .....		259
Impartial Medical Opinions -		
Paragraphs (38) and (38)(a) .....	38	260
Promotions - Burden of Proof (Par. 61).....	39	263
Employee Resignations .....	40	264
Application of Paragraph (54)(e) of the		
Master Agreement .....	41	266
Breaking of Seniority - Sick Leaves .....	42	268

# TABLE OF CONTENTS

## COMPANY STATEMENTS AND LETTERS (continued)

	Doc. No.	Page No.
<b>SUBSTANCE ABUSE PROGRAM</b>		
Statement of Cooperation Between General Motors of Canada Limited and CAW to Assist Employees in Recovering from Substance Abuse .....	43	269
Drug-Free Workplace .....	44	274
 <b>MEDICAL RESTRICTIONS- CLEARANCE</b>		
Medical Clearance to Return to Work .....	45	275
Medically Restricted Employees - Paragraph (66) .....	46	276
Employee Sent Home Before End of Shift (Par. 109).....	47	277
 <b>SKILLED TRADES</b>		
Skilled Trades .....	48	278
Statement on Technological Progress .....	49	292
Attachment A to Document 49 .....		296
Attachment B to Document 49 .....		297
Process for Review of New Technology .....	50	298
 <b>VACATION/HOLIDAYS/TIME OFF</b>		
Vacation Pay Advances .....	59	315
Pregnancy Leaves of Absence - Vacations (Par. 115) .....	60	316
Notice of Vacation Shutdown .....	61	317
Holiday Pay and Disciplinary Layoffs (Par. 91).....	62	319
Compensable Injury - Vacations (Par. 113)... Night Shift Premium for Christmas Holiday Period (Par. 90,91(d)).....	63	320
Plant Shutdown and Holidays (Par. 90).....	64	321
Use of Vacation Time .....	65	322
Accumulated Credit Probationary Employee - Paragraph (91)(a) of Master Agreement .....	66	323
Night Shift Premium on Vacation Pay and Unused Paid Absence Allowance Credit and Scheduled Paid Absence (Par. 115).....	67	324
	68	325

# TABLE OF CONTENTS

## COMPANY STATEMENTS AND LETTERS

(continued)

	Doc. No.	Page No.
<b>VACATION/HOLIDAYS/TIME OFF</b>		
(continued)		
Bereavement Leave, Jury Duty and Holidays - Paragraph (91)(c) .....	69	326
Jury Duty - Second and Third Shift Employees (Par. 164(a)).....	70	327
Leave of Absence Cancellation (Par. 69).....	71	328
CLC Convention Delegates and Leadership Training Course Attendees - Holiday Pay (Par. 90,91).....	72	329
Temporary Layoffs-Vacation and Special Payment Eligibility.....	98	413
 <b>HEALTH AND SAFETY</b>		
Guide to Contents .....		331
Health and Safety .....	74	334
 <b>MISCELLANEOUS</b>		
Recreational Fitness Program .....	51	300
Parts Distribution Centre, Woodstock - Offsite Facilities .....	52	301
Social Justice Fund .....	53	302
Memorandum of Understanding Regarding Attendance .....	54	305
Alternative Work Schedules .....	55	307
Travel Time Considered as Hours Worked When Travelling on Company Business .....	56	309
Bereavement Pay Eligibility - Application of Par. (164)(b) .....	57	312
Tuition Assistance for Dependent Children .....	58	314
Funding Retirees and Skilled Trades .....	73	330
Delphi Automotive Spinoff .....	75	372
Military Reserve Training .....	76	373
Failure to Work Forty Hours as a Consequence of Severe Weather Conditions or Riots - SUB Plan .....	77	374
RRSP and Savings Plan .....	78	378

**TABLE OF CONTENTS**

**COMPANY STATEMENTS AND LETTERS**  
(continued)

	<b>Doc. No.</b>	<b>Page No.</b>
<b>MISCELLANEOUS</b> (continued)		
Working Conditions .....	79	381
Attachment: Letter to Plant Managers.....		382
Temporary Absence Program .....	80	383
Job Responsibility of Lead Hands .....	81	384
Supplier Relations .....	82	385
Suppliers Working in the Plants .....	83	387
Smoking Cessation .....	84	389
Application of Paragraph (54)(f) of the Master Agreement .....	86	391
Women's Advocates .....	87	392
Employment Standards Act .....	88	394
Same Sex Spouses .....	89	396
Plant Closing Moratorium .....	90	397
New Hires .....	95	403
Union Dues Deductions.....	96	406
 <b>PRODUCTION STANDARDS</b>		
Paragraph (167) of Master Agreement .....	91	398
Request for Time Study Paragraph (167) of Master Agreement .....	92	399
Transfers or Reassignment of Employees Paragraph (167) of Master Agreement .....	93	400
Implementation - Production Standards Settlements (Par. 166).....	94	401



**MASTER AGREEMENT  
THIS AGREEMENT**

ENTERED into this fifteenth day of May, 2008 by and

BETWEEN

General Motors of Canada Limited referred to in this Agreement as "Company"

AND:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), referred to in this Agreement as "National Union CAW" and its Locals No. 222, No. 1973, No. 199, and No. 636, each respectively referred to in this Agreement as "Local Union" said "National Union CAW" and said "Local Unions" also being referred to jointly in this Agreement as "Union".

WITNESSETH:

## **SECTION I**

### **PURPOSE OF AGREEMENT**

(1) The purpose of this Agreement is to provide orderly collective bargaining procedures between the Company and the Union, to secure prompt and equitable disposition of grievances and to prevent interruptions of work and interferences with the efficient operation of the Company's business.

(a) If either party at a particular location believes that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations, the circumstances will be discussed between the designated representative of Local Management and the Chairperson of the Shop Committee in an effort to resolve the problem. If the problem is not resolved locally, it will be reviewed by divisional personnel and a representative of the President National Union CAW.

## **SECTION II**

### **DEFINITION**

(2) The word "employee" as used in this Agreement means any hourly rated employee employed by the "Company" at the locations hereinafter designated but excluding the employees or classes of employees specified:

General Motors of Canada Limited,  
Oshawa, Ontario

Supervisors; persons above the rank of Supervisors; safety inspectors; standards department employees; plant protection employees; cooperative students.

General Motors of Canada Limited, Transmission Plant,  
Windsor, Ontario

Supervisors; persons above the rank of Supervisors; plant protection employees; cooperative students; confidential clerks to factory supervision; standards department employees.

General Motors of Canada Limited,  
St. Catharines, Ontario

Supervisors; persons above the rank of Supervisors; plant protection employees; cooperative students; employees in factory offices; time keepers; time study persons.

General Motors of Canada Limited,  
National Parts Distribution Centre,  
Woodstock, Ontario

Supervisors; persons above the rank of Supervisors; plant protection employees; cooperative students; office and clerical employees (but not including plant clerks).

The Union shall not be deprived of representation of employees in the bargaining unit by reason of any change in method of pay unless mutually agreed to by the parties.

## **SECTION III**

### **RECOGNITION**

**(3)** The Company recognizes the Union as the exclusive bargaining agent for its employees with respect to wages, hours and working conditions.

**(a)** It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, colour, creed, age, gender, sexual orientation, national origin, disability, or other such factors as set forth in applicable Human Rights Law. The terms and conditions of agreements between the Company and the Union always have applied equally to all employees regardless of such considerations.

In order to ensure full knowledge and understanding of the foregoing policy on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this agreement. Any claims of violation of this policy or the Human Rights Code, may be taken up as a grievance, provided that any such claim must be supported by written evidence by the time it is presented by the Shop Committee at a meeting with Management.

## **SECTION IV**

### **MANAGEMENT**

(4) The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing. The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

## **SECTION V**

### **STRIKES, STOPPAGES AND LOCKOUTS**

(5) Inasmuch as this Agreement provides orderly procedures for the settlement of employee grievances and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words "strikes" and "lockouts" as used herein are agreed to have the meanings defined for these words in the Ontario Labour Relations Act for plants of the Company located in the Province of Ontario.

## SECTION VI

### UNION SECURITY AND CHECK-OFF OF UNION DUES AND INITIATION FEES

**(6) (a)** During the life of this Agreement the Company agrees to deduct, as hereinafter provided, an initiation fee and monthly membership dues uniformly levied against all Union members from the pay of its employees who are or become Union members, or in the case of monthly membership dues, to notify the Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund to deduct such dues from each employee's Regular Benefit.

**(b) (1)** A "member of the Union" or "Union member" for the purposes of this Section is any employee who, as a member of the Union is not more than thirty (30) days in arrears of the payment of Union membership dues.

**(2)** An employee who is a member of the Union on the effective date of this Agreement shall continue membership in the Union for the duration of this Agreement to the extent of paying the monthly membership dues uniformly required of all Union members as a condition of retaining membership in the Union.

**(3)** An employee who is not a member of the Union on the effective date of this Agreement and each employee hired thereafter shall become a member of the Union within forty (40) days following the effective date of this Agreement or within forty (40) days following employment, whichever is later or, upon a showing of Union membership on a list which the Local Union may furnish to Local Management. An employee shall remain a member of the Union to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union.

**(c) (1)** For the purposes of this Section Union dues shall be the amount of monthly dues uniformly levied by the Local Union on its members in accordance with its Constitution and By-laws. Union initiation fees shall be an amount not in excess of the maximum prescribed by the Constitution of the National Union CAW at the time the employee becomes a member.

(2) The Financial Secretary or the Secretary Treasurer, as the case may be, of the Local Union will advise Management through its designated representative, by letter, not later than the fifth (5th) day of the month following the effective date of this Agreement, of the amount of monthly Union dues uniformly levied on each of its members for the month. Thereafter in the event of any change in this amount the Financial Secretary or the Secretary Treasurer, as the case may be, will in the same manner advise Management of the change not later than the twentieth (20th) day of the month prior to the month in which the change is to become effective.

(3) The Company shall have no responsibility for collection of membership dues under this Agreement for any month prior to the month in which the first membership dues deduction is made for a particular employee under this Agreement except as provided in Paragraph (6)(d)(2).

(d) (1) The deduction for monthly dues, other than the initial dues deductions for newly hired employees as specified in Paragraph (6)(d)(2) below, will be made from the first pay received following the first payroll period ending in the calendar month. All payroll periods ending in a calendar month will constitute, in the aggregate, the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or breaks seniority, whichever occurs first. In the event an employee has a past dues or initiation fee liability and receives Vacation Pay such liability shall be deducted from such payment.

(2) The initial monthly dues deduction from the pay of an employee who is not a member of the Union on the effective date of the Agreement or from the pay of an employee who is hired thereafter will be made from the first payroll period following the employee having worked forty (40) hours since being hired. It shall be presumed that all new employees, except rehires and preferential hires who have previously paid initiation fees at a location, owe initiation fees and such initiation fees will be deducted simultaneously with the initial monthly dues deduction as specified in this

paragraph. Thereafter, Union membership dues for each succeeding calendar month shall be deducted as provided in Paragraph (6)(d)(1).

(3) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, deductions will be made for membership dues as provided herein.

(4) Deductions will be made only after any and all other claims against the employee's pay have been satisfied. No deduction will be made from the pay due a deceased or separated employee.

(5) Any dispute arising in connection with an employee's deduction required by this Section shall be reviewed with the employee by a representative of the Local Union and a representative of the Company. Should this review not dispose of the matter, it may be referred to the Arbitrator whose decision shall be final and binding on the employee, the Union and the Company.

(6) In the event net earnings are sufficient to cover union membership dues for only one dues deduction month and an employee has a dues liability for more than one (1) month, the deduction will be for the current dues deduction month. In such situations membership dues for the past dues liability will be deducted from the next earnings received in that month or in a succeeding month in which the employee has sufficient net earnings to cover such union membership dues.

In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

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

(e) In the event an employee does not receive a pay cheque for a payroll period ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, union dues in the amount of one (1) hour straight time



pay, including cost of living, calculated on the basis of the same hourly rate used for the purpose of calculating an employee's SUB benefits or such other amount as may be established as dues shall be deducted from the Regular Benefit. In the event such an employee subsequently receives a pay cheque for a payroll period ending in the same dues deduction month, the difference between the amount of union dues paid and the amount then owing will be deducted from such pay cheque.

**(f) (1)** The Local Union will file with the Company at each plant location a voucher signature of its Financial Secretary or the Secretary Treasurer, as the case may be, and of a person or persons authorized to negotiate the monthly cheques for the Union. Dues deductions shall be remitted to the designated financial officer of the Local Union once each month within 10 days after the regular deduction date. Any deductions made from the subsequent payrolls or from Regular Benefits paid during payroll periods that end in the calendar month shall be included with the remittance for the following month. Local Management shall furnish the designated financial officer of the Local Union, monthly, with the names and employee numbers of those for whom deductions have been made, the amounts of the deductions, and where such deductions have been made from wages, the amounts deducted respectively, for initiation fees, current dues, and past dues. This information should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.

**(2)** Each month the Financial Secretary shall be furnished with the names and employee numbers of those employees on the active roll as of the last day of the final payroll period ending in the month, for whom no deductions were made during that dues deduction month. This information should be furnished along with the dues remittance report described in Paragraph (6)(f)(1).

The Financial Secretary will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.

(3) Once each month, the designated financial officer may submit to local management a list showing the name and employee number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies. This list shall be dated and shall be submitted on or before the first Tuesday following the third pay day in the month. Such amounts will be deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.

(g) (1) In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the deduction of Union membership dues.

(2) The Company or the Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund will use its best endeavours to comply with the provisions of this Section, but is relieved by the Union of both responsibility and liability for making or failing to make deductions hereunder.

## SECTION VII

### REPRESENTATION

(7) The Local Union shall be represented in the plant by Zone Committeepersons in the ratio of one (1) Zone Committeeperson for each two hundred and fifty (250) employees; however, for the purpose of this determination, if more than fifty (50) but less than two hundred and fifty (250) employees are working on any of the three (3) principle shifts, such shift shall be considered to consist of two hundred and fifty (250) employees. The required adjustment, if any, in the number of Zone Committeepersons shall be made each year within sixty (60) days following the anniversary date of this agreement.

(8) If a plant location has 2500 or more employees; the Local Union may elect to be represented by District Committeepersons in addition to the Zone Committeepersons provided above. In the event of such election, the number of such District Committeepersons and the respective districts in which each shall function, shall be set forth in a local agreement executed simultaneously with the execution of this Agreement. All Committeepersons, the Chairperson and the Alternate Chairperson shall be seniority employees working in the plant.

(9) There shall be an alternate on the same shift for each Zone Committeeperson who shall be entitled to act as Zone Committeeperson in the same zone and only when such Zone Committeeperson is absent from the plant during straight time hours, overtime hours, or attending any meetings with Management, including arbitration. All alternates shall be seniority employees working in the plant.

(10) Each Zone Committeeperson and the alternate shall have a definitely assigned zone, and each District Committeeperson shall have a definitely assigned district. The zoning of the plant shall be by mutual agreement between the Shop Committee and the Management. No person shall act as a Committeeperson in a zone or district, or as an alternate in a zone, other than that for which the Committeeperson is designated and in which the Committeeperson is then employed. No person shall act as Chairperson, Alternate Chairperson, Committeeperson or alternate until after notice of such designation has been furnished in writing to the

designated representative of Management by the Chairperson of the Shop Committee as far in advance as possible.

**(11)** Committeepersons will be permitted to leave their work for the purpose of investigating and adjusting grievances in accordance with the Grievance Procedure or other legitimate representation functions and for reporting to grievants changes in the status of their individual grievances, after reporting to their respective Supervisors and recording their time according to local practice and specifying to them the purpose of their activity.

Committeepersons will be permitted to leave their work during their regular working hours on their shift when they present a written grievance to their respective Supervisor signed by an employee in their respective zone who made the complaint and to the Supervisor of the aggrieved employee.

Committeepersons will also be permitted to leave their work to handle other legitimate representation functions in accordance with the chart set out as Paragraph (11)(b).

**(11) (a)** The paragraph above does not apply to members of the Shop Committee as follows:

EMPLOYEES IN PLANTS	NUMBER OF MEMBERS OF THE SHOP COMMITTEE TO WHOM (11) DOES NOT APPLY
UP TO 500	0
501 – 1000	1
1001 - 1500	2
1501 - 2500	3
2501 - 3500	4
3501 - 4000	5
4001 - 4500	6
4501 - 5000	7
OVER 5000	7 - 12

AS PER PARAGRAPH (14)

**11(b)**

PURPOSE	ZONE COMMITTEE PERSON	MEMBERS OF SHOP COMMITTEE (4)			CHAIRPERSONS OF SHOP COMMITTEES (PLANTS OVER 500 EMPLOYEES)
		AT WINDSOR	AT ST. CATHARINES WOODSTOCK	AT OSHAWA	
HANDLE OTHER LEGITIMATE REPRESENTATION FUNCTIONS DURING STRAIGHT TIME HOURS, AND ON SATURDAYS AND SUNDAYS, NOT TO EXCEED HOURS INDICATED, ON DAYS WHEN PLANT IS IN FULL OPERATION (1)	IN THEIR RESPECTIVE ZONES	IN THEIR RESPECTIVE DISTRICTS (2)			IN ANY DISTRICT OR ZONE
		2 HOURS A DAY (3)	3 HOURS A DAY (3)	3 HOURS A DAY (3)	

- (1) Other legitimate representation functions are defined as normal in-plant activities pertaining to the administration of the Master Agreement and written local agreements, provided such activities do not interfere with the work of other employees, supervision or the efficiency of operations.
- (2) Or in another District when designated by the Chairperson if the regular District Committeeperson for that district is absent from the plant.
- (3) Three hour limitations do not apply to Committeepersons provided for in Paragraph (11)(a).
- (4) Shop Committeepersons attending Management-Shop Committee meetings on shifts other than their regular shift will be paid for time spent in such meetings, with the understanding that their total hours paid for the day in question will not exceed their regularly scheduled shift hours for that day and such changes in shift hours for this purpose will not result in the payment of overtime premium (pursuant to Paragraph (82)). It is further understood that the above will result in any increase in representation being furnished as a result of the

**(12)** Whenever, in the opinion of Management, more than a reasonable period of time is being taken by the Chairperson or a Committeeperson, excluding those provided for in Paragraph (11)(a), to accomplish the investigation and adjustment of a grievance, Management may decline to approve payment for such period of time as it may consider to be excessive.

**(13)** Upon entering a department in the fulfillment of their duties, all Committeepersons and the Chairperson shall notify the Supervisor of that department of their presence and purpose or give the Supervisor a copy of the written complaint providing the Supervisor has not already received one.

**(a)** All Committeepersons and the Chairperson, excluding those provided for in Paragraph (11)(a), shall work at their regular work except when carrying out their duties and functions as provided herein.

**(b)** All Committeepersons and the Chairperson shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by Management.

**(c)** The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving legitimate grievances. All Committeepersons and the Chairperson, acting properly in their official capacity, should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the Grievance Procedure, whenever they occur or in whatever manner or form are improper.

All Committeepersons and the Chairperson have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the plant rules. The normal standard of conduct applicable to all employees shall be applied to all Committeepersons and the Chairperson. Likewise, Supervision has a responsibility to the Company to conduct themselves in a businesslike manner.

(14) The Shop Committee in the plants covered hereby shall be as follows:

EMPLOYMENT IN PLANT	SHOP COMMITTEE CONSISTS OF				TOTAL SHOP COMMITTEE - PERSONS
	NUMBER OF ZONES IN PLANT	ZONE OR DISTRICT COMMITTEE PERSONS	CHAIRPERSON AT LARGE		
UP TO 500 (PLAN A) (PLAN B)	3 2	3 2	0 1		3 3
501 - 1000 (PLAN A) (PLAN B)	5 4	5 4	0 1		5 5
1001 - 1500 (PLAN A) (PLAN B)	7 6	7 6	0 1		7 7
1501 - 2500 (PLAN A) (PLAN B)	6 TO 10 6 TO 10	7 6	0 1		7 7
2501 - 3500	10 TO 14	6	1		7
3501 - 5000	14 TO 20	6	1		7
5001 - 7000	20 TO 28	6	1		7
7001 - 9250	29 TO 37	7	1		8
9251 - 10500	38 TO 42	8	1		9
1051 - 11750	43 TO 47	9	1		10
11751 - 13000	48 TO 52	10	1		11
13001 AND UP	53 AND OVER	11	1		12



Where the Union has elected to be represented by District Committeepersons, the members of the Shop Committee shall be District Committeepersons.

The Chairperson of the Shop Committee shall designate, as an Alternate Chairperson, one of the members of the Shop Committee whose term of office shall be the same as that of the Chairperson and who shall be assigned to the same shift as the Chairperson. Such Alternate Chairperson shall function as Chairperson only when the Chairperson is absent from the plant and not being compensated by the Company except when the Chairperson is in meetings of the Appeal Committee in accordance with the provisions of Paragraph (31)(f). The Chairperson will notify Management in advance of such intended absence in a mutually satisfactory manner.

**(15)** Local Management shall not be required to recognize any employee as a member or Chairperson, of the regularly constituted Shop Committee, including those provided for in Paragraph (11)(a), until after written notice of such designation has been furnished to Management by the Chairperson of the Shop Committee.

Any changes in such designations shall be reported to Management as far in advance as possible.

**(16)** Members of the Shop Committee, when meeting with Management at Step Three of the Grievance Procedure or attending meetings called by Local Management, shall be allowed such time off their jobs as may be required to attend such meetings and will be paid for such time to the extent that they would otherwise have worked in the plant.

**(17)** For the purposes of representation in handling grievances as provided in the Agreement, during overtime hours a Zone Committeeperson will be offered work, regardless of seniority, on a job that is operating in such Committeeperson's zone which the Zone Committeeperson can do whenever ten (10) or more employees, exclusive of employees on continuous operations, are working in that zone.

A District Committeeperson will be offered work on a job that is operating in such Committeeperson's district which the District Committeeperson can do whenever ten (10) or more employees represented by the District Committeeperson, exclusive of employees on continuous operations, are working

in that district; the Chairperson of the Shop Committee will be offered work on a job that is operating which the Chairperson can do whenever ten (10) or more employees, exclusive of employees on continuous operations, are working in the bargaining unit on the Chairperson's shift.

If a Committeeperson or the Chairperson declines to accept such work assignment, the Company will make such offer to the respective Alternate, except that this provision shall not apply if the Committeeperson or the Chairperson are required to work overtime on their own respective job classifications. If a Committeeperson or the Chairperson have been offered work pursuant to this paragraph and fail to advise their respective Supervisor that they will not be available for such work, the Company is relieved of all responsibility for providing representation for such overtime. When any Committeeperson or the Chairperson are employed during other than the regular hours of their respective jobs as provided herein, they shall handle only current grievances arising during the period of such hours. This limitation shall not apply to a District or Zone Committeeperson when they are functioning in their district or zone respectively at a time when such district or zone is in full operation, nor shall it apply to the Chairperson when the Chairperson is functioning in a district or zone which is in full operation.

(a) Paragraph (17) above shall not apply to those members of the Shop Committee provided for in Paragraph (11)(a), except as set forth in Paragraph (18)(b).

**Employment of Members of the Shop  
Committee Provided for in Paragraph (11)(a)**

(18) Their shift starting and ending time will be the starting and ending time of the majority of the employees they represent and they shall clock in and out in the same manner as other employees are required to do.

They shall be paid at their regular straight time hourly rate, as of the time they assumed their duties as Committeepersons for the time they are scheduled to be and actually are in the plant for representation purposes.

This rate shall be adjusted in accordance with any adjustments made in the rate for the classification the Committeeperson then held.

When provisions of the Local Seniority Agreement entitle a Committeeperson to return to such Committeeperson's former group on a higher rated job, the rate will be adjusted in accordance with such provisions.

They shall be scheduled to report at the plant for representation purposes, as follows:

(a) All regular hours up to eight that their district or zone is scheduled to operate, on their respective shifts.

(b) Other than regular hours (including overtime):

(1) When 50% or more of the people they normally represent are working, they shall be covered by the provisions of Paragraph (11)(a).

(2) When less than 50% of the people they normally represent are working, they shall not be covered by the provisions of Paragraph (11)(a) and the provisions of Paragraph (17) shall apply.

(3) The Chairperson of the Shop Committee covered by the provisions of Paragraph (11)(a) shall be scheduled to report for representation purposes when 10 or more employees covered by this Agreement are working in the plant on their respective shifts.

(19) Special problems involving representation arising under or not covered by the above provisions may be negotiated between Management and the Shop Committee.

## SECTION VIII

### GRIEVANCE PROCEDURE

(20) All grievances arising between employees and the Company shall be dealt with as speedily and effectively as possible by cooperative effort on the part of both the Union and Local Management in accordance with the following procedure.

#### **Step One (1)**

(21) (a) An employee having a grievance or one designated member of a group having a grievance, should first take the grievance up with the employee's Supervisor who will attempt to adjust it.

(b) Any employee may request the Supervisor to call the Zone Committeeperson to handle a specified grievance with the Supervisor. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance". The Supervisor will send for the Zone Committeeperson without undue delay and without further discussion of the grievance. When an employee is being temporarily transferred to another Zone, and the employee has requested representation prior to being notified of such transfer, the committeeperson for the employee's regular Zone may respond to the request, providing the Zones involved are in reasonable proximity and there is no change of shift.

(c) The Committeeperson, with or without the employee involved being present, will attempt to adjust the specified grievance with the Supervisor before it is given to the Supervisor for a written answer.

(d) If the grievance is not adjusted by the Supervisor, it shall be reduced to writing on an Employee Grievance Form provided by the Company and signed by the employee involved and one copy shall be given to the Supervisor. The Supervisor shall give a reply in writing on the Employee Grievance Form to the Zone Committeeperson without undue delay but in any event not later than the end of the employee's shift next following that on which the written grievance was received by the employee's Supervisor.

**Step Two (2)**

(22) Where the Local Union is not represented in the plant by District Committeepersons and the grievance is not adjusted by the Supervisor, an appeal may be lodged by the Zone Committeeperson within two (2) working days thereafter to the Superintendent or Department Head of the aggrieved employee's department. The Zone Committeeperson shall be given an opportunity to discuss the grievance with the Superintendent or Department Head, with or without the employee concerned being present.

The Superintendent or Department Head shall provide a written decision on the Employee Grievance Form to the Zone Committeeperson within two (2) working days following receipt of the written grievance.

The Chairperson, in accordance with the agreed local practice, may assist a Zone Committeeperson at Step Two of the Grievance Procedure.

(23) Where the Local Union is represented in the plant by District Committeepersons and the grievance is not adjusted by the Supervisor, the Zone Committeeperson shall without undue delay arrange to have the grievance delivered to the District Committeeperson who may lodge an appeal within two (2) working days thereafter to the Superintendent or Department Head of the aggrieved employee's department. The District Committeeperson shall be given an opportunity to discuss the grievance with the Superintendent or Department Head with or without the Zone Committeeperson and/or the employee concerned being present.

The Superintendent or Department Head shall give a decision in writing on the Employee Grievance Form to the District Committeeperson not later than two (2) working days following the completion of such discussion.

**Step Three (3)**

(24) (a) If the written decision of the Superintendent or Department Head is not satisfactory, the grievance may be referred to the Shop Committee. The Chairperson of the Shop Committee or the District Committeeperson in the District in which the grievance arose, may then investigate the grievance, in accordance with agreed local practice, in order to discuss the grievance properly if it is to be taken up by the Shop

Committee at a meeting with Management. The Shop Committee may within five (5) working days of receipt of the written decision of the Superintendent or Department Head appeal in writing to Management.

(b) Management shall consider the written grievance at a meeting with the Shop Committee. The decision of Management shall be given in writing to the Shop Committee not later than five (5) working days after the holding of such meeting. An agenda of the written grievances to be considered at any such meeting shall be submitted to Management by the Shop Committee not less than three (3) working days prior to such meeting.

(25) Each plant shall have a regularly scheduled meeting between representatives of the Local Management, including the Personnel Director or the Personnel Director's representative, and the Shop Committee weekly, unless otherwise agreed between the Local Management and the Shop Committee to extend the time between meetings, at a time to be mutually agreed upon between the Committee and the Local Management. Emergency meetings will be arranged by mutual agreement. If the Local Union desires minutes of the proceedings of such meeting they will be furnished by Local Management in a manner to be determined by Management and the Shop Committee.

(26) The Chairperson of the Shop Committee may file a "policy grievance" at Step Three of the Grievance Procedure. A "policy grievance" is defined and limited to one which alleges an actual violation of a specified provision of this Agreement and/or a written local agreement supplementary hereto and which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

### **Written Reprimand, Suspension, Disciplinary Layoff and Discharge Cases**

(27) When a suspension, disciplinary layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow the employee to answer to charges involved in the situation for which such discipline is being considered before the employee is required to leave the plant. Any employee who is removed from work to the Supervisor's desk; or to an office; or called to an office, for

an interview concerning discipline will be advised that the employee may, if desired, request the presence of the Zone Committeeperson to represent the employee during such interview. The Supervisor will send for the Zone Committeeperson without undue delay and without further discussion of the matter. The provisions of this paragraph are also applicable in the case of a written reprimand.

**(28) (a)** Any employee who has been disciplined by a written reprimand, suspension, or discharge will be furnished a brief written statement which advises the employee of the employee's right to representation and describes the misconduct for which the written reprimand, suspension or discharge has been issued and, in the case of a suspension, the extent of the discipline. Thereafter, the employee may request the presence of the Committeeperson for the employee's Zone to discuss the case privately in a suitable office designated by the Local Management, or other location by mutual agreement, before the employee is required to leave the plant. The Committeeperson will be called promptly. Whether called or not, the Committeeperson will be advised in writing within one working day of twenty-four (24) hours of the fact of written reprimand, suspension or discharge. The written statement furnished to the employee pursuant to the first sentence of this paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

**(b)** The employee will be tendered a copy of any warning, written reprimand, suspension, disciplinary layoff, or discharge entered on the employee's personal record within three (3) working days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline for falsification of the employee's employment application after a period of twelve (12) months from the employee's date of hire.

**(29)** Either the Chairperson, or the District Committeeperson representing the employee involved, may, in accordance with agreed local practice, assist a Zone Committeeperson at the interview referred to in Paragraph (28) if such presence has been requested by the Zone Committeeperson.

**(30) (a)** Any grievance arising from a suspension or discharge shall be filed with Management through the Shop Committee on an Employee Grievance Form signed by the employee involved within three (3) working days after the suspension or discharge occurred.

**(b)** Unless there is mutual agreement to do otherwise, the grievance will then be considered by a committee consisting of not more than three (3) Local Union Committeepersons. The committee shall meet with Management representatives at a special meeting to be held within two (2) working days after the presentation of such grievance. Management's decision in the matter shall be given in writing to the Chairperson of the Shop Committee within two (2) working days after such meeting; however, in the event a suspension does not exceed two (2) days or in the event the employee involved is notified to return to work before the special grievance meeting can be held under the above procedure, the grievance shall be automatically referred back to Step One.

**Step Four (4)**

**(31) (a)** If the written decision of Management at Step Three is not satisfactory and the Shop Committee believes it has grounds for appeal from such decision, the Chairperson of the Shop Committee will give the plant management a written "Notice of Appeal", on forms supplied by the Company. Thereafter the Chairperson or a designated member of the Shop Committee or the Union Representative of the Health and Safety Committee and the Personnel Director or the Personnel Director's designated representative will each prepare a complete "Statement of Unadjusted Grievance". Such statement shall include the grievance identification number, and all the facts and circumstances surrounding the grievance.

**(b)** Three copies of the Local Union's Statement will be exchanged with the Management for three copies of the Management's Statement as soon as possible and in any event within five (5) working days after the Chairperson has given the Management the "Notice of Appeal".

**(c)** Each Shop Committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.



(d) The Chairperson of the Shop Committee shall then forward copies of the "Statement of Unadjusted Grievance" to the President National Union CAW.

(e) The case will then be considered by an Appeal Committee consisting of four members as follows: for the Union, the President National Union CAW or one specified representative of the President National Union CAW who is assigned to handle all cases arising under this Agreement and the Chairperson or another designated member of the Shop Committee of the plant involved; and two representatives of Local Management, one of whom has not previously rendered a decision in the case. No person shall act as a representative of the President National Union CAW in the meetings of the Appeal Committee unless the name of the person has been given to the Company in writing by the President National Union CAW. A representative of the Personnel Staff of General Motors Corporation may also attend such meetings at any time. Upon the written request of the President National Union CAW or the specified representative, to the Local Management twenty-four (24) hours in advance of the meeting, a member of the Shop Committee (or the Zone Committeeperson who has previously handled such case) in lieu of such Shop Committeeperson will be permitted to participate in the appeal meeting on such case. Whenever the Union requests the presence of a third representative at the appeal hearing, Management may also select a third representative who has previously handled the case, to participate in the appeal meeting on such case.

(f) Attendance of the Chairperson and the member provided for in Paragraph (31)(e), at meetings of the Appeal Committee shall be considered as absence from the plant; however, the Chairperson and such member will be paid their regular rates of pay for time spent in such meetings of the Appeal Committee for the hours they would otherwise have worked in the plant.

(g) Meetings of the Appeal Committee shall be arranged by mutual agreement with the President National Union CAW or the specified representative and the Company member or the specified representative. In the event no meetings of the Appeal Committee have been held for more than two (2) weeks, meetings will be arranged within seven (7) days after Notice of Appeal has been received.

**(h)** If an adjustment of the case is not reached at this meeting Management will furnish a copy of its decision in writing to the Chairperson of the Shop Committee and the President National Union CAW, or the specified representative, within five (5) working days after the meeting.

### **Special Procedure - Contracting of Work**

**(i)** Grievances charging a violation of the Company's express commitments set forth in Paragraphs (168)(a), (b) and (c) shall be handled in the following manner:

**(1)** When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Company, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at Step Three of the Grievance Procedure. The grievance may then be processed in the Grievance Procedure under the terms of the Master Agreement.

**(2)** Should the Arbitrator find a violation of the express commitments set forth in Paragraphs (168)(a), (b) and (c), the Arbitrator can only provide a remedy where the Arbitrator finds (1) the established violation resulted from the exercise of improper judgment by Management, and (2) a journeyman/journeywoman employee who customarily performs the work in question has been laid off or was allowed to remain on layoff as a direct and immediate result of work being subcontracted. The Arbitrator's remedy shall be limited to back wages for the parties at interest as defined in (2) of this paragraph.

**(32) (a)** After "Statements of Unadjusted Grievance" have been exchanged as provided in Paragraph (31)(b), if such grievance is of the nature that observation or investigation will aid in arriving at a decision as to whether or not such grievance has merit and shall be appealed, the President National Union CAW or the specified representative may visit the plant for the purpose of investigating a specific grievance involved in such "Statement of Unadjusted Grievance". In the case of a grievance involving a production standard, the specified representative, may include in the investigation during the plant visit, the timing of the disputed work element or elements of the operation which is the subject of the grievance.

(b) Mutually satisfactory arrangements for such plant visit shall be made in advance in writing by the President National Union CAW or the specified representative with the Personnel Director or the Personnel Director's specified representative.

(c) A member of the Shop Committee may accompany the Union representative during such visit should such presence be requested. Management representatives may accompany the Union representative or representatives during such visit.

(d) Only one such visit on a specified grievance shall be made by the President National Union CAW or the specified representative unless otherwise mutually agreed.

(e) Such visits shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees.

(f) It is mutually agreed that the purpose of these plant provisions is solely to facilitate the operation of the Grievance Procedure, and that the Union representative shall confine the visit to its stated purpose. If it is necessary, the Union representative may interview the employee or employees signing the grievance and employees in the bargaining unit who have information relevant to the case.

(g) The privilege of plant visits as provided herein will be extended so long as such privilege is not abused.

### **Arbitration**

(33) Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Section, such grievance may be referred by the President National Union CAW or the specified representative to arbitration in the manner and subject to the conditions and provisions hereinafter set out and the decision of the Arbitrator shall be final and binding upon the parties and upon all employees.

(34) Where under the provisions hereof a grievance may be referred to arbitration and the President National Union CAW or the specified representative desires to so refer it, the President National Union CAW or the specified representative shall give written "Notice of Appeal to Arbitrator", on forms

supplied by the Company, to Management within twenty-one (21) working days after the written decision of Management at Step Four has been given.

**(35) (a)** The parties agree that any grievance referred to arbitration shall be ruled on by an Arbitrator selected by the parties in Ontario.

**(b)** in the event the Arbitrator is not acceptable to one of the parties, such party shall give written notice to the other party and to the Arbitrator.

**(c)** If such notice is given or the Arbitrator is no longer willing to serve, the parties shall meet within ten (10) working days to select a new Arbitrator. Any grievances appealed to arbitration in the interim shall be accumulated to be heard by the new Arbitrator.

**(d)** If the parties are unable to select an Arbitrator within thirty (30) days of any first meeting held for such purpose, the matter may be referred to the Minister of Labour of Ontario.

**(36)** The Arbitrator's decision in a case shall be rendered within thirty (30) days from the date on which the case was submitted to the Arbitrator.

**(37)** In any arbitration the written grievance of the employee or employees first presented on the Employee Grievance Form, or as amended at Step Three, the written decisions at each step of the Grievance Procedure in respect thereof, the Statements of Unadjusted Grievance and the Company's written answer following the Appeal Committee Meeting shall be presented to the Arbitrator and the Arbitrator's decision shall be confined to deciding the issues therein set out.

**(38)** Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work, (except as provided in (a) below) or a refusal of Management to return an employee to work from sick leave of absence by reason of the medical findings of a physician or physicians acting for the Company, will be initiated at the Third Step, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which such employee is entitled in line with seniority or do the disputed job assignment as the case may be. Failing to resolve the question,

the parties may refer the employee to a Local clinic or physician mutually agreed upon for an impartial medical opinion whose decision with respect to whether the employee is or is not able to do a job to which such employee is entitled in line with seniority or do the disputed job assignment as the case may be, shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which the employee is entitled in line with seniority, whichever is later.

(a) This procedure will also be applicable at the request of either party, to a situation where:

(1) an employee is prevented from being transferred to a job classification because of a medical finding by a physician acting for the Company if the employee's personal physician disagrees with the findings of the physician acting for the Company.

(2) the medical findings or advice of the employee's personal physician dispute the appropriateness of an assignment approved by a physician acting for the Company.

(3) during discussions concerning any grievance at the Third Step of the Grievance Procedure or beyond, it becomes evident that the findings of an employee's personal physician are in conflict with the findings of a physician or physicians acting for the Company.

(39) An Arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. The Arbitrator shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty, if, in the opinion of the Arbitrator, it is just and equitable so to do, and in cases involving Paragraphs (54)(c), (d) and (e) the Arbitrator shall be empowered to exercise discretion in determining whether a satisfactory reason has been given.

(a) The Arbitrator may, pursuant to written agreement between the parties executed prior to the hearing, be directed to issue a Memorandum Decision in any case that may be presented. Such Memorandum Decision shall be without precedent value and be limited to the Arbitrator's decision and remedy, if any, in that specific case. The Arbitrator will issue the decision within ten (10) days following the date the Arbitration hearing is concluded.

(40) All differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable. No other differences shall be arbitrable.

(41) No costs of any arbitration shall be awarded to or against either party.

(42) The Local Union and Local Management shall each be responsible for one-half of the expenses of and the fee payable to the Arbitrator, and the Local Union and Local Management agree that notwithstanding the provisions of any applicable Federal or Provincial legislation the expenses of and fee payable to the Arbitrator shall be such as the Arbitrator may reasonably require.

(43) Arbitration shall be heard at the city where the plant in which the grievance arose is located, or at such other place as may be agreed upon by the parties.

### **General**

(44) Should a Local Union desire to take advantage of the procedure provided for in this Section for the settlement of grievances, each step in such procedure shall be taken by the Local Union or the National Union CAW within the time limits prescribed herein or the grievance will be deemed withdrawn from the procedure without prejudice to either party.

(45) No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union against the Company shall be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that such employee, or the Union had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

(46) Any time limits fixed by this Section for the taking of any action in connection with a specific written grievance may be extended by written agreement of Management and the Chairperson of the Shop Committee.

(47) Where, under the provisions of this Section, it has been finally established that an employee has been improperly laid off, suspended or discharged, such employee shall be reinstated without loss of seniority, and the consideration of the employee's grievance shall include the determination of the extent, if any, to which the employee shall be compensated for lost pay. In the case of protested discipline or loss of seniority, the amount of Supplemental Unemployment Benefits and Employment Insurance (provided the denial of this benefit is final) the employee applied for in a timely manner, was otherwise entitled to, but did not receive because of such discipline or loss of seniority shall be included as lost pay in the consideration of the grievance.

(48) In meetings between the Shop Committee and the Personnel Director or the designated representative, pursuant to the provisions of Paragraph (25) above, the Shop Committee may be accompanied by a duly accredited representative or representatives of the National Union CAW. The Personnel Director or the designated representative likewise may be accompanied by such individual or individuals as the Personnel Director or the specified representative may desire. The President of the Local Union, if not employed by the Company, will be permitted to attend meetings between the Shop Committee and Management. Where the President of the Local Union works in the plant and is not a Shop Committeeperson, such President may attend meetings between the Shop Committee and Management in that plant and will be allowed such time off from the President's straight time working hours as may be required to attend such meetings without loss of time or pay.

(49) Grievances filed prior to the date of notification of ratification of this Agreement by the Union may be appealed to the Arbitrator under the provisions of the Agreement dated September 27, 2005.

## **SECTION IX**

### **SENIORITY**

(50) Fundamentally the rules of this Agreement and Local Seniority Agreements respecting seniority rights are designed to give employees an equitable measure of security based on their length of continuous service in the bargaining unit in which they are employed.

(51) The word "seniority" as used in this Agreement and Local Seniority Agreements shall mean the length of an employee's unbroken service in the bargaining unit measured from the employee's seniority date in accordance with the terms of this Agreement and Local Seniority Agreements, it being understood and agreed, however, that the seniority of any employee who has an established seniority date on the effective date of this Agreement shall be the length of the employee's service in the bargaining unit measured from such seniority date unless such employee's seniority is hereafter broken under the terms of this Agreement.

(a) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with the seniority the employee had established prior to March 1, 1977, and all time worked in the bargaining unit subsequent to March 1, 1977, provided:

(1) The employee previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.



(2) The employee's employment with the Company has remained unbroken.

Such employee may be placed on the job to which the employee is entitled under the Local Seniority Agreement, beginning with the last previous job the employee held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, the employee may be placed in accordance with plant-wide seniority. In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

(52) An employee shall acquire seniority rights after working ninety (90) days in any consecutive six (6) month period terminating during the life of this Agreement, in which event, the employee's seniority date will be a date ninety (90) days prior to the date on which the employee's seniority rights were acquired. In the event an employee is separated due to a plant temporary layoff or plant vacation shutdown during the six (6) continuous months preceding the date that the employee acquires seniority, the employee's seniority when acquired will be adjusted to give the employee credit for such period of separation. However, an employee rehired pursuant to Paragraph (54)(f) may acquire seniority by working thirty (30) days during a period of six (6) continuous months in which event the employee's seniority will date back thirty (30) days from the date seniority is acquired. An employee hired with unbroken seniority at any other General Motors location covered by this Agreement will have a seniority date, at that location, which corresponds to their date of hire at that location except as otherwise provided for in this Agreement. Notwithstanding the foregoing provisions of this Paragraph (52), employees hired as vacation replacements, for a period not to exceed four months (unless a shorter period is mutually agreed), will not acquire seniority rights, nor be given credit toward acquiring seniority rights.

Probationary employees shall not receive credit for time off sick toward the ninety (90) days of employment required to acquire seniority except as provided hereinafter, and in no case shall a probationary employee's name be placed on a seniority board while away from work on a sick leave. Probationary employees disabled as the result of an occupational injury or illness compensable under the Workers' Compensation Act shall be given credit for the period of such disability toward acquiring seniority.

In the event a probationary employee is summoned and reports for jury duty as prescribed by applicable law during the period of six (6) continuous months preceding the date the employee acquires seniority, the employee's seniority when acquired will be adjusted to give the employee credit for seven (7) additional days for each week in the period in which the employee did not work and during which jury duty was performed. The employee must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision

**(53)** An employee shall be a "Probationary Employee" until such employee has acquired seniority rights at which time the employee shall become a "Seniority Employee". The retention of Probationary Employees shall be solely at the discretion of Management and there shall be no responsibility for the reemployment of Probationary Employees who are laid off or discharged, except if directed by a decision of an Arbitrator, the Ontario Labour Relations Board or the Ontario Human Rights Commission. Any claim made by a Probationary Employee, that such employee's layoff or discharge is not for just cause, may be taken up as a grievance. In the event a Probationary Employee's performance is unsatisfactory, the Supervisor will review the employee's performance with their Zone Committeeperson.

**(54)** An employee's seniority shall be broken:

**(a)** if the employee quits;

**(b)** if the employee is discharged (if the discharge is reversed under the Grievance Procedure such employee shall be reinstated without loss of seniority);

**(c)** if the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three working days, Management will send, by registered mail, clear written notification to the employee's last known address as shown on the Company records, that the employee's seniority has been broken and that it can be reinstated if, within three specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of such absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies

with the conditions set forth in the notification, the employee's seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to the employee's case of the Shop Rule regarding absence without reasonable cause;

**(d)** if the employee fails to report for work in accordance with a notice of recall which is clear in intent and purpose or within five (5) working days after mailing of such notice, whichever is later, unless a satisfactory reason is given. A copy of such notification will be furnished to the Chairperson of the Shop Committee;

**(e)** if the employee fails to report for work within five (5) working days after the expiration of any leave granted to the employee, unless a satisfactory reason is given. However, in the case of leaves of absence granted under Paragraphs (69), (70), (71), (72) and (72)(a), Management will send, by registered mail, clear written notification to the employee's last known address as shown on the Company records, that the employee's seniority has been broken and that it can be reinstated, if, within three (3) specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of such employee's absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, the employee's seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to the employee's case of the Shop Rule regarding absence without reasonable cause;

**(f)** if the employee is laid off or is absent on a sick leave pursuant to Paragraph (74) for a continuous period equal to the seniority such employee had acquired at the time of such layoff period or, in the case of an employee with less than one (1) year of seniority, eighteen (18) months or, in the case of an employee with one (1) or more years of seniority, thirty-six (36) months whichever is longer; however, an employee whose seniority is so broken shall, for a period of sixty (60) months beginning with the employee's last scheduled workday prior to layoff, or sick leave pursuant to Paragraph (74), retain a right to be rehired in accordance with the seniority date the employee had established at that plant as of such last day scheduled. An employee who is rehired, and who reacquires

seniority at the same plant, pursuant to Paragraph (52), within sixty (60) months immediately following the last day worked prior to the layoff or sick leave during which the employee's seniority was broken by virtue of this Paragraph (54)(f), shall have the employee's new seniority date adjusted by adding an amount equal to the seniority the employee had acquired at the plant as of such last day worked. For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff.

In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Paragraph (90), that Monday will be considered the first day of that period;

(g) If during the period an employee has been absent on sick leave or educational leave, the employee would otherwise have been laid off, and such sick leave or educational leave terminates, the period which breaks seniority shall start from the date the employee would otherwise have been laid off;

(h) if the employee retires or is retired under the terms of the Pension Plan, in which case the following provisions shall apply:

(1) the employee shall on such retirement cease to be an employee;

(2) if the employee has been retired on total and permanent disability pension and has thereby broken seniority in accordance with this Paragraph (54)(h) and if the employee recovers and the employee's pension is discontinued, the employee's seniority will be reinstated as though the employee had been continued on a sick leave during the period of the disability retirement, provided however, if the period of the disability retirement was for a period longer than the employee's seniority at the date of retirement, the employee shall, upon the discontinuance of the disability pension, be given seniority equal to the amount of seniority the employee had at the date of such retirement;

(3) if the employee retires or is retired otherwise than on a total and permanent disability pension and is subsequently reemployed the employee shall be considered a new employee and without seniority, and shall not acquire or

accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday and vacation pay;

(i) if the employee is issued a Separation Payment cheque by the Company pursuant to the Supplemental Agreement: Canadian Separation Payment Plan, attached hereto as Exhibits "C" and "C-2", the employee's seniority shall be broken at any and all plants of the Company as of the date the employee's application for such Separation Payment was received by the Company; provided, however, that if the employee:

(1) returns the amount of the Separation Payment to the Company within 30 days of the date of the Separation Payment cheque, the employee's seniority shall be reinstated as of the fourth working day following receipt of the returned amount;

(2) received such Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the employee's seniority shall be reinstated as though the employee had been on sick leave of absence during the period of the employee's disability, provided further however, that if the period beginning with the date the employee's seniority was broken by reason of the Separation Payment and ending with the date of the employee's return to work was for a period longer than the seniority the employee had at the date such seniority was broken because of the Separation Payment, the employee shall be given seniority equal to the amount of seniority the employee had at the date of such seniority break;

(j) If the employee is issued a termination payment cheque by the Company pursuant to the Supplemental Agreement: Voluntary Termination of Employment Plan attached hereto as Exhibit "D" and "D-2", the employee's seniority shall be broken at any and all plants of the Company as of the date the employee's application for such termination payment was received by the Company;

(k) An employee whose seniority is broken under the provisions of Paragraphs (54)(a), (54)(b), (54)(c), (54)(d), or (54)(e) will, in the event the employee's seniority is reinstated, be reimbursed for any contributions the employee makes pursuant to Section 6 of the Supplemental Agreement: Group Life and Disability, Insurance Program Exhibit B and B-1

which the Company would have made if the employee's seniority had not been broken.

**(55)** Effective October 1, 1988 and thereafter Management will, unless prohibited by legislation, terminate the employment of any employee on or after the first day of the month following such employee's sixty-fifth (65th) birthday is reached. Any such termination shall break such employee's seniority.

**(56)** Seniority employees who have been recalled shall be reemployed as they report for work. Management shall be entitled to fill, on a temporary basis, any jobs available pending the return of those having preferential rights to be recalled as provided in the Local Seniority Agreement.

When Management sends a notice of recall to an employee, it shall send such notice, in line with the employee's seniority rights under the terms of this Agreement and the Local Seniority Agreements, by registered mail or other locally agreed upon method, addressed to the last address which such employee has recorded with the Company.

In order to prevent loss of the employee's seniority, under the provisions of Paragraph (54), it shall be each employee's responsibility to keep Management informed of the employee's proper mailing address. Such notification shall be made in writing to the employee's supervisor or to the Employment Department(s) of the plant(s) from which the employee is laid off on forms provided by Management. One signed copy will be returned to the employee. Also, employees may give notification of a change of address by registered mail, return receipt requested, to the Employment Department(s) of the plant(s) from which the employee is laid off.

**(57)** Should an employee's seniority be broken and should the employee thereafter be rehired, such employee shall on such rehiring be a Probationary Employee.

**(58)** Seniority rights shall be exercisable in non-interchangeable occupational seniority groups, general groups and clearance groups within departments or groups of departments, as may be negotiated locally in each plant and reduced to writing.

The non-interchangeable occupational seniority groups, general groups, and clearance groups, and the local seniority rules presently in effect are set forth in the Local Seniority Agreements between the Local Management and the Local Union dated concurrently herewith.

Local seniority agreements in plants covered by this Agreement shall for the Skilled Trades classifications provide: (1) the order of layoff and recall of employees in reduction in force; (2) that probationary employees in the classifications affected shall be the first laid off; and (3) waivers of placement on other than Skilled Trades classifications shall be as defined in Local Seniority Agreements.

**(59)** When an employee acquires seniority rights, the employee's name shall be placed on the seniority list for the employee's seniority group in the order of the employee's seniority.

**(60) (a)** Up-to-date seniority lists shall be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. The method of displaying seniority lists is a matter for local negotiation.

**(b)** The seniority list shall contain each employee's name, serial number, occupational group, plant seniority date, and, if different than the employee's plant seniority date, the employee's skilled trades date of entry or the employee's skilled trades seniority date. This will not require a change in any mutually satisfactory local practice now in effect.

**(c)** Within thirty (30) days after the ratification of this Agreement and each month thereafter, the Chairperson of the Shop Committee shall be given two up-to-date copies of the complete seniority list of the plant containing each employee's name, serial number, department number, occupational group or classification, plant seniority date, and, if different than the employee's plant seniority date, the employee's skilled trades date of entry or the employee's skilled trades seniority date. An additional copy of each such list shall be given to the Financial Secretary. This will not require a change in any mutually satisfactory local practice now in effect.

(d) Following the end of each month the Chairperson of the Shop Committee, including the area Chairpersons in Oshawa, shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names, serial numbers, department number and seniority dates of employees who during the preceding month have:

- (1) Acquired seniority
- (2) Lost seniority and the reason therefore
- (3) Been granted leave of absence of more than thirty (30) days' duration
- (4) Been transferred in or out of the bargaining unit
- (5) Returned to work from permanent layoff during preceding month
- (6) Returned to work from leaves of absence described in (3) above
- (7) Had their employment terminated while in a probationary employee status if on check-off.

Local Management will designate on the list those employees who ceased to be subject to the check-off and the reason therefore. The list shall also include a notation of the seniority date of the employee with the longest seniority who is laid off or the "leveling off" date.

(e) Within thirty (30) days after the ratification of this Agreement and each month thereafter, the Company shall give to the Chairperson of the Shop Committee and the Financial Secretary at the Company location concerned the names of all employees at such Company location together with their addresses, clock number or serial number and social insurance number as they then appear on the records of the Company. The Chairperson of the Shop Committee and the Financial Secretary shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

(f) Each week the Financial Secretary or the Secretary Treasurer, as the case may be, of the Local Union shall be furnished one copy of the names and social insurance numbers of employees who received S.U.B. cheques for regular benefits, the amount of such benefits, and the week for which such benefits were paid.



**(61)** The provisions of this Paragraph (61) and its subsections shall apply to all promotions.

**(a)** A promotion is any transfer to a job paying a higher hourly or base rate.

**(b)** If the promotion is to be made within a department, as between employees in that department whose merit and ability are approximately equal, that employee having the greatest seniority shall be entitled to the preference.

**(c)** If the promotion is to be made across departmental lines, employees within the department to which the promotion is to be made, will be entitled to consideration for the promotion based on the principles set forth in sub-paragraph (b) above.

**(d)** If the settlement of a grievance alleging violation of this Paragraph (61)(a) is on the basis that a different employee should have been promoted, that employee will receive the difference in wages earned (exclusive of earnings received for overtime hours which the employee worked but were not worked by the employee improperly promoted to the higher rated job) and the wages the employee would have earned had that employee been promoted effective on the date of the grievance.

**(62) (a)** It is the policy of Management to cooperate in every practical way with employees who desire transfers to new positions or vacancies in their department. Accordingly, such employees who make application to their Supervisor or the Personnel Department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employees who have made application as provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. In case the opening is in an equal or lower rated classification and there is more than one applicant capable of doing the job, the applicant with the longest seniority will be given preference. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion; or through transfer without regard to seniority standing, or by new hire.

**(b)** Any claim of personal prejudice or any claim of discrimination for Union activity may be taken up as a grievance. Such claims must be supported by written evidence submitted within forty-eight (48) hours from the time the grievance is filed.

**(c)** In plants where departments are too small or in other cases where the number of job classifications within a department is insufficient to permit the practical application of Paragraph (62)(a) arrangements whereby employees may make such application for transfer out of their department may be negotiated locally.

**(63) (a)** In the event the layoff provisions of the Local Seniority Agreement would otherwise permit layoff, the following provisions shall apply:

**(1)** So long as other employees remain at work within that zone or that district, a Zone Committeeperson or a District Committeeperson, as the case may be, shall, for the purpose of representation, be retained at work on some job that is operating in such Committeeperson's zone or district.

**(2)** So long as other employees remain at work in the bargaining unit, the Chairperson of the Shop Committee, shall, for the purpose of representation, be retained at work on some job that is operating in the bargaining unit.

**(3)** An Alternate Zone Committeeperson, shall, for the purpose of representation, be retained at work in such Alternate Committeeperson's zone so long as other employees remain at work within that zone.

**(4)** The following Union Representatives:

- President
- two Vice Presidents
- Local Financial Secretary
- three Trustees
- Recording Secretary
- Sergeant-at-Arms
- Guide of the Local Union
- Local Union Health & Safety Representative(s)
- Alternate Health and Safety Representative(s)
- Union Members of the Local SUB Committee
- Local Insurance Representatives
- Local Apprentice Committee Representatives

- Local Union Pension Representatives
- Local Union Substance Abuse Representatives
- Employment Equity Representative(s)
- Union Counsellors
- Production Standards Representatives
- Local Ergonomics Representatives

shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority. This will not apply in cases of temporary layoffs for model change, inventory, material shortages, machine breakdown, etc.

**(b)** The members of the Shop Committee provided for in Paragraph (11)(a) shall be scheduled to report at the plant for representation purposes, as follows:

**(1)** Other than regular hours (including temporary layoffs, shutdown for model change, inventory or plant rearrangement):

**(a)** When 50% or more of the people they normally represent are working, they shall be covered by the provisions of Paragraph (11)(a).

**(2)** In the event of a permanent reduction in force, the Chairperson and the Committeepersons provided for in Paragraph (11)(a) shall be retained regardless of seniority as long as any employees whom they represent are retained at work in the plant, district or zone, as the case may be, provided however, that the number of such Committeepersons shall not exceed the number provided for in Paragraph (11)(a); the number of Committeepersons in excess of the number provided for in Paragraph (11)(a) shall be governed by the provisions of Paragraph (11)(b) and not by the provisions of Paragraph (11)(a).

**(a)** When less than 50% of the people they normally represent are working, they shall not be covered by the provisions of Paragraph (11)(a) and the provisions of Paragraph (63)(a) shall apply.

**(b)** The Chairperson of the Shop Committee covered by the provisions of Paragraph (11)(a) shall be scheduled to report for representation purposes when 10 or more employees covered by this Agreement are working in the plant on their respective shifts.

**(64) (a)** Whenever it becomes necessary, due to rearranging operations, to establish a new seniority group, Management shall do so on a temporary basis, and will so advise the Chairperson of the Shop Committee in writing, pending the permanent establishment of such new group by mutual agreement between Management and the Shop Committee.

**(b)** In the event mutual agreement cannot be reached within thirty (30) days the matter may be treated as a grievance and referred directly to Step Four (4) of the Grievance Procedure by the Shop Committee.

**(c)** If the grievance is still unresolved after it has been considered at the Appeal Step (Fourth) of the Grievance Procedure, it may be referred to the Arbitrator who shall be empowered to determine the proper seniority group.

**(d)** In determining the proper seniority group the Arbitrator shall do so by comparing the work in question with other comparable work in the same bargaining unit, so as to be consistent with the general seniority group pattern in the plant. The Arbitrator's decision shall be limited to the area of dispute.

**(65) (a)** Any employee who has been incapacitated at work by injury or compensable occupational disease, while employed by the Company, will be employed in other work on a job that is operating in the plant which the employee can do without regard to any seniority provisions of this Agreement, except that such employee may not displace an employee with longer seniority.

**(b)** In the event of an employee suffering a major physical disability other than covered in Paragraph (65)(a) exceptions may be made to the provisions of this Seniority Section and Local Seniority Agreements in favour of such employee by agreement between Management and the Shop Committee.

(c) Provisions covering the application of Paragraph (65) (a) and (b) above may be negotiated locally and set forth in writing.

(d) Employees who are disabled and are placed, in accordance with Paragraph (65) of this agreement or any applicable local agreement, on a job consistent with the requirements of their disabilities (where necessary management will use Document 46 to facilitate such placement), will be allowed to transfer to a job consistent with the requirements of that person's disabilities in accordance with Paragraphs (61) and (62) of this agreement and any applicable local agreements.

An employee who no longer requires a placement under the terms of Paragraph (65) of this agreement will be returned to that employee's previous plant seniority group, consistent with that employee's seniority.

An employee placed on a job as provided for in Paragraph (65), will be entitled to work in accordance with Paragraph (159) of the Agreement, provided that the employee is able to do the work and that the work available is consistent with the requirements of that employee's disability.

(66) Management shall not be obligated to place any employee on any job under any of the provisions of this Seniority Section and Local Seniority Agreements, unless the employee is capable of performing the normal requirements of the job.

### **Establishment of New Plants**

(67) (a) For twenty-four months after production begins in a new plant (including a non-represented plant), of the Company, the Company will give preferential consideration to the employment application of any laid off employee having seniority with the Company over employment applications of individuals who have not previously worked for the Company, provided the previous experience of such laid off employee with the Company shows the employee can qualify for the job for which such employee is being considered. Upon becoming employed in the new plant, such a laid off employee shall have the status of a probationary employee.

**(b)** When there is a transfer of major operations between plants, the case may be presented to the Company and, after investigation, it will be reviewed with the President National Union CAW or the President's specified representative in an effort to negotiate an equitable solution, in accordance with the principles set forth in Paragraph (67)(a). Any transfer of employees resulting from this review shall be on the basis that such employees are transferred with full seniority.

**(c) (1)** An employee whose seniority is transferred between the Company's locations pursuant to Paragraph (67)(b) of this Agreement will be paid a Relocation Allowance, provided:

**(a)** The location to which the employee is to be relocated is at least 80 kilometers from the location from which the employee's seniority was transferred, and

**(b)** As a result of such relocation the employee's permanent residence changes, and

**(c)** The employee makes application within six (6) months after commencement of employment at the location to which the employee was relocated in accordance with the procedure established by the Company.

**(2)** The amount of the Relocation Allowance will be determined as follows:

<b>RELOCATION ALLOWANCE</b>	
<b>KILOMETRES BETWEEN PLANTS</b>	<b>AMOUNT</b>
80 – 159	\$3000
160 – 479	\$3,300
480 – 799	\$3,600
800 – 1599	\$3,900
1600 OR OVER	\$4,200

(3) In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Relocation Allowance provided under this Paragraph (67)(c), when added to the amount of Relocation Allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

(4) Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to Paragraph (67)(b).

## **SECTION X**

### **LEAVES OF ABSENCE**

(68) Provisions governing the granting of informal leaves of absence may be agreed upon locally.

(69) Employees requesting formal leaves of absence including, those for family responsibility leave, exceeding thirty (30) days, shall make application therefore in writing to the Employment Manager. Such leaves of absence may be granted to an employee for not more than ninety (90) days. Such leaves of absence may be extended at the option of Management for a period of not more than ninety (90) days upon application by the employees to the Employment Manager before the expiration of their first leaves.

(a) Eligible employees are entitled to Special Leaves of Absence for the purpose of adopting an infant or child, without pay, in accordance with applicable law from the date the child is placed in the home. Eligibility applies to both female and male employees, however, if both adopting parents are eligible employees under the provisions of this Master Agreement, only one adopting parent may request and be granted such leave of absence.

If satisfactory evidence is provided by the adoption agency establishing that an employee must remain at home for an extended period of time, such leave may be extended at the option of local Management.

**(b)** Notwithstanding the foregoing, employees with one (1) or more years of seniority who desire to further their education, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months subject to the provisions of Paragraph (54)(e) of this Agreement. Additional leaves of absence may be granted at the option of Local Management. Except as otherwise provided in Paragraph (54)(g), seniority shall accumulate during such leaves of absence.

**(70)** Any employee elected to a permanent office in, or as a delegate to, any labour activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of the employee's shift. Written notice for such leaves, giving the length of leave, shall be given the local Plant Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. At the conclusion of the leave the employee will be reinstated, in line with the employee's seniority, to the employee's own or similar work.

**(71)** Leaves of absence may be granted to employees for other Union activities. Such leaves will be granted only when requests are made in writing to the Personnel Director of the Company location involved by the President National Union CAW.

**(72)** Any Seniority Employee elected to public office (Municipal, Regional, Provincial, or Federal) shall, upon written application to the Personnel Director, be granted a leave(s) of absence for the period of time necessary to fulfill the duties of such office during the employee's first term of active service in such elective office, providing that the employee's seniority is equal to or greater than the period of time which is required. Additional leaves of absence for service in elective public office may be granted at the option of the Personnel Director upon written application by the employee.

**(a)** Any Seniority Employee who is appointed to a position as administrative assistant in a Federal, Provincial, or Regional Government office, or as a Labour Representative on a Community Agency, or to a non-civil service



governmental position which is not generally available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of the employee's active service in such position, not to exceed one year. Such leave may be renewed at the option of Local Management upon written application by the employee.

**(73) (a)** Committeepersons and other Union Representatives shall be governed by the local plant rules regarding employees entering and leaving the plant. However, the following Union Representatives:

- members of the Shop Committee
- Local Union Health & Safety Representatives
- Local Union Pension Representatives
- Local Union Substance Abuse Representatives
- Local Union Insurance Representatives
- Union members of the Local SUB Committee
- Local Union Presidents
- Local Financial Secretaries
- Employment Equity Representatives
- Union Counsellors

may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or National Union Representative.

**(b)** The Chairperson of the Shop Committee in plants employing 500 or more employees will be permitted to leave the plant in accordance with Paragraph (73)(a) and will be paid the Chairperson's regular rate for up to four hours per day Monday through Friday while out of the plant attending to bargaining unit business during straight time hours when the Chairperson would otherwise be entitled to be in the plant for representation purposes. He shall notify a designated representative of the Personnel Department when leaving and returning to the plant during working hours. The Chairperson of the Shop Committee in plants employing less than 500 employees, but more than 250 employees, will be permitted to leave the plant in accordance with the above and will be paid at the Chairperson's regular rate for up to eight (8.0) hours per week, which will be a reservoir available at the start of the week, to be drawn upon during the week Monday through

Friday. Any single period of absence must be for a minimum of two (2.0) hours.

**(74)** Any employee who is known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Except as otherwise provided in Paragraph (54)(g), seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in Paragraph (54)(f) for laid off employees breaking seniority. Not later than 10 days prior to such loss of seniority, Management will send a letter to the employee's last known address as shown on the Company records reminding the employee of the fact that the employee's seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send the letter to the employee or furnish a copy to the Chairperson of the Shop Committee will not be the basis for any claim.

**(75)** In occupational injury and illness cases, compensable under the Workers' Compensation Act, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary disability.

**(76)** Seniority employees shall accumulate seniority during periods of leave of absence subject to the provisions of Paragraph (54)(f). Such employees shall, on their return at the expiration of any leave of absence granted to them, be reinstated on their own or similar work in line with their seniority.

## **SECTION XI**

### **HOURS OF WORK AND OVERTIME**

**(77) (a)** "Straight time rate" as used in this Agreement means the employee's regular hourly rate for the employee's job classification as set forth in the applicable Local Wage Agreement plus cost of living allowance.

**(b)** "Time and one-half" as used in this Agreement means one and one-half (1 1/2) times the applicable straight time rate.

**(c)** "Double time" as used in this Agreement means two (2) times the applicable straight time rate.

**(d)** "Overtime" as used in this Agreement means any hours compensated at time and one-half or double time.

**(78)** In calculating the pay to which an employee is entitled under this Section, an employee's "day" shall be the twenty-four consecutive hours from:

**(1)** The time an employee is scheduled to start work on the particular calendar day, or

**(2)** The time an employee commenced work on the particular calendar day if earlier than the employee's scheduled starting time for that day, as the case may be.

**(79)** All work performed by the employee in the employee's "day" will be considered as having been performed on the calendar day on which such "day" commenced. Should the starting time of any such shift be midnight, it shall be deemed to have commenced immediately prior to midnight.

**(80)** An employee's work week shall start with the commencement of the employee's day on Monday, except as may be agreed otherwise locally between Management and the Shop Committee.

**(81)** An employee will be compensated for time worked at the employee's straight time rate except as otherwise provided herein.

**(82)** An employee who has worked eight (8) hours at the applicable straight time rate in the employee's day, shall be paid at the rate of time and one-half for all further time worked by the employee on that day.

**(83)** Paragraph (82) shall not apply to any employee whose work in excess of the applicable straight time hours on the employee's day is the result of a regularly scheduled shift change.

**(84)** An employee, other than a power house employee, shall be paid at the rate of time and one-half for all time worked by the employee on Saturday to the extent that such time is not part of the employee's Friday shift, and for all time worked by the employee on August Civic Holiday to the extent that such time is not part of the employee's shift on the preceding day.

**(85)** An employee other than a power house employee, shall be paid at the rate of double time for all time worked by the employee on Sunday, to the extent that such time is not part of the employee's Saturday shift.

**(86)** A power house employee shall be paid:

**(a)** Time and one-half for hours worked in excess of eight hours worked at straight time in a day;

**(b)** Time and one-half for hours worked in excess of forty hours worked at straight time in the work week;

**(c)** Time and one-half for hours worked on the sixth day the employee is scheduled to work in the work week;

**(d)** Double time for hours worked on the seventh workday the employee is scheduled to work in the work week if the seventh workday results from the employee being required to work on the employee's scheduled off day or days in that week, or for hours worked on Sunday if that Sunday is the employee's second scheduled off day in that calendar 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 (\$0.25) 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 employees will be paid time and one-quarter (1.25 times straight time) for hours worked on the 7th workday in the work week, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.

**(87)** 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 of eight (8) 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 (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) on such day(s).

**(88)** Night shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime under any provision of this Agreement shall not be counted more than once for the purpose of determining whether an employee is entitled to overtime under the same or any other provision of this Agreement.

**(89)** Any change in the established shift hours shall be first discussed with the Shop Committee as far in advance as possible of any such change.

## SECTION XII

### HOLIDAY PAY

(90) Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

1ST YEAR	
<u>OCTOBER 10, 2008</u>  <u>OCTOBER 13, 2008</u>	* FRIDAY PRECEDING THANKSGIVING  THANKSGIVING
<u>DECEMBER 24, 2008</u> <u>DECEMBER 25, 2008</u> <u>DECEMBER 26, 2008</u>  <u>DECEMBER 29, 2008</u> <u>DECEMBER 30, 2008</u> <u>DECEMBER 31, 2008</u> <u>JANUARY 1, 2009</u> <u>JANUARY 2, 2009</u>	CHRISTMAS HOLIDAY PERIOD
<u>APRIL 10, 2009</u>  <u>APRIL 13, 2009</u>	GOOD FRIDAY  DAY AFTER EASTER
<u>MAY 15, 2009</u>  <u>MAY 18, 2009</u>	FRIDAY PRECEDING VICTORIA DAY  VICTORIA DAY
<u>JUNE 26, 2009</u>	FRIDAY PRECEDING CANADA DAY
<u>SEPTEMBER 4, 2009</u>  <u>SEPTEMBER 7, 2009</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY

\* For the National Parts Distribution Centre, Woodstock, Ontario, in lieu of the Friday preceding Thanksgiving, October 10, 2008, Monday August 3, 2009 shall be observed as a holiday.

<b>2ND YEAR</b>	
OCTOBER <u>9, 2009</u>	*FRIDAY PRECEDING THANKSGIVING
OCTOBER <u>12, 2009</u>	THANKSGIVING
DECEMBER <u>24, 2009</u> DECEMBER <u>25, 2009</u> DECEMBER <u>28, 2009</u> DECEMBER <u>29, 2009</u> DECEMBER <u>30, 2009</u> DECEMBER <u>31, 2009</u> JANUARY 1, <u>2010</u>	CHRISTMAS HOLIDAY PERIOD
APRIL <u>2, 2010</u> APRIL <u>5, 2010</u>	GOOD FRIDAY DAY AFTER EASTER
MAY <u>21, 2010</u> MAY <u>24, 2010</u>	FRIDAY PRECEDING VICTORIA DAY VICTORIA DAY
<u>JULY 2, 2010</u>	FRIDAY <u>AFTER</u> CANADA DAY
<u>SEPTEMBER 3, 2010</u> <u>SEPTEMBER 6, 2010</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY

\* For the National Parts Distribution Centre, Woodstock, Ontario, in lieu of the Friday preceding Thanksgiving, October 9, 2009, Monday, August 2, 2010 shall be observed as a holiday.

<b>3RD YEAR</b>	
OCTOBER <u>8, 2010</u>	*FRIDAY PRECEDING THANKSGIVING
OCTOBER <u>11, 2010</u>	THANKSGIVING
DECEMBER <u>24, 2010</u> DECEMBER <u>27, 2010</u> DECEMBER <u>28, 2010</u> DECEMBER <u>29, 2010</u> DECEMBER <u>30, 2010</u> DECEMBER <u>31, 2010</u>	CHRISTMAS HOLIDAY PERIOD
<u>APRIL 22, 2011</u> <u>APRIL 25, 2011</u>	GOOD FRIDAY DAY AFTER EASTER
MAY <u>20, 2011</u> MAY <u>23, 2011</u>	FRIDAY PRECEDING VICTORIA DAY VICTORIA DAY
<u>JULY 1, 2011</u>	CANADA DAY
<u>SEPTEMBER 2, 2011</u> SEPTEMBER <u>5, 2011</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY

\* For the National Parts Distribution Centre, Woodstock, Ontario, in lieu of the Friday preceding Thanksgiving, October 8, 2010, Monday, August 1, 2011 shall be observed as a holiday.

In the event an additional Federal or Provincial holiday is proclaimed during the life of this Agreement, such holiday will, in Ontario, replace the holidays designated in this Agreement that the parties shall agree to select.



<b><u>4TH YEAR</u></b>	
<u>OCTOBER 7, 2011</u>	<u>*FRIDAY PRECEDING THANKSGIVING</u>
<u>OCTOBER 10, 2011</u>	<u>THANKSGIVING</u>
<u>DECEMBER 26, 2011</u>	
<u>DECEMBER 27, 2011</u>	
<u>DECEMBER 28, 2011</u>	<u>CHRISTMAS</u>
<u>DECEMBER 29, 2011</u>	<u>HOLIDAY</u>
<u>DECEMBER 30, 2011</u>	<u>PERIOD</u>
<u>JANUARY 2, 2012</u>	
<u>APRIL 6, 2012</u>	<u>GOOD FRIDAY</u>
<u>APRIL 9, 2012</u>	<u>DAY AFTER EASTER</u>
<u>MAY 18, 2012</u>	<u>FRIDAY PRECEDING VICTORIA DAY</u>
<u>MAY 21, 2012</u>	<u>VICTORIA DAY</u>
<u>JUNE 29, 2012</u>	<u>FRIDAY PRECEDING CANADA DAY</u>
<u>AUGUST 31, 2012</u>	<u>FRIDAY PRECEDING LABOUR DAY</u>
<u>SEPTEMBER 3, 2012</u>	<u>LABOUR DAY</u>

\* For the National Parts Distribution Centre, Woodstock, Ontario, in lieu of the Friday preceding Thanksgiving, October 7, 2011, Monday, August 6, 2012 shall be observed as a holiday.

**(91)** An employee shall be paid at the employee's straight time rate for eight (8) hours for specified holidays and the holidays in each of the Christmas Holiday Periods providing the employee meets all of the following eligibility requirements except as otherwise provided in Paragraphs (92), (93), (94) and (95). Notwithstanding any of the eligibility provisions of Section XII of this Agreement, no employee shall receive holiday pay for any holiday for which the employee receives Workers' Compensation benefits while on a sick leave of absence pursuant to Paragraph (75) of the Master Agreement.

**(a)** The employee must be a seniority employee or have unbroken seniority at any other Company location as of the date of each specified holiday and as of each of the holidays in each of the Christmas Holiday Periods.

**(b)** The employee must have worked both the employee's last scheduled workday prior to, and first scheduled workday after each specified holiday and each Christmas Holiday Period, and on such days the employee must work at least as many hours as the employee is scheduled to work, less one, unless the employee's tardiness beyond one hour is excused by supervision.

**(c)** The employee must have worked during the week in which the holiday falls except during the week that constitutes the Christmas Holiday Period. Failure to work either the employee's last scheduled workday prior to or the next scheduled workday after each Christmas Holiday Period will disqualify the employee for the two holidays in the Christmas Holiday Period which follow or precede such scheduled workday.

An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas Holiday Period up to and including December 31, will receive holiday pay for such holidays.

Each of the designated days in the Christmas Holiday Period shall be a holiday for purposes of this Holiday Pay Section.

(d) For holidays specified in Paragraph (90), except those falling within the full week of holidays (Monday through Friday) in the Christmas Holiday Period, an eligible employee shall receive the night shift premium that would have attached to the employee's straight time rate if the employee had worked the employee's regularly scheduled shift had such day not been a holiday.

For the holidays falling within the full week in the Christmas Holiday Period, an eligible employee shall have the night shift premium determined in accordance with the Memorandum of Understanding, - Night Shift Premium for Christmas Holiday Period.

(e) In order for employees to have maximum time off during the Christmas Holiday Period, employees will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations:

Saturday, December 27, 2008  
Sunday, December 28, 2008  
Saturday, January 3, 2009  
Sunday, January 4, 2009  
Saturday, December 26, 2009  
Sunday, December 27, 2009  
Saturday, January 2, 2010  
Sunday, January 3, 2010  
Saturday, December 25, 2010  
Sunday, December 26, 2010  
Saturday, January 1, 2011  
Sunday, January 2, 2011  
Saturday, December 24, 2011  
Sunday, December 25, 2011  
Saturday, December 31, 2011  
Sunday, January 1, 2012

An employee shall not be disqualified for holiday pay if the employee does not accept work on such days. This does not apply to employees on necessary continuous seven day operations.

(92) Eligible employees who have been laid off in a reduction in force (except as provided below), or who have gone on sick leave during the week prior to or during the week in which the holiday falls, shall receive pay for such holiday irrespective of date of recall.

Eligible employees who work in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, or eligible employees who are laid off in a reduction in force during the first, second, or third work week prior to or during the work week in which the Christmas Holiday Period begins, shall if otherwise eligible receive pay for each of the holidays in the Christmas Holiday Period, providing such employee worked the last scheduled work day prior to such layoff.

An eligible employee who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

**(93)** An employee who has been laid off because of model change shall be eligible for holiday pay under these Holiday Pay provisions, for a specified holiday falling within the model change period providing all the following eligibility rules are met:

1. The employee has seniority as of the date of the holiday.
2. The employee is ineligible for holiday pay for the holiday under any other of these Holiday Pay provisions.
3. The employee returns to work during the week in which the holiday falls or during the week immediately following the week in which the holiday falls.
4. The employee works the first day that the employee is scheduled to work following the holiday.

**(94)** When a specified holiday falls within an eligible employee's approved vacation period or during a period in which the employee receives jury duty pay pursuant to Paragraph (164)(a) of this Agreement, and the employee is absent from work during the employee's regularly scheduled work week because of such vacation or jury duty, the employee shall be paid for such holiday.

**(95)** When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, the employee shall be eligible for pay for that holiday.

An eligible employee whose leave of absence terminates during the Christmas Holiday Period, and who reports for work on the next scheduled workday after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.

In the event that the holiday falls on Friday, Saturday or Sunday, an eligible employee on an approved leave of absence shall be eligible for pay for that holiday provided the employee works the first scheduled workday in the next work week following such holiday.

**(96)** An employee who agrees to work on a holiday and who, without reasonable cause, fails to report for and perform such work, shall be ineligible for holiday pay.

**(a)** An employee who meets the eligibility requirement of Paragraph (91)(a) and who performs work on the holidays specified in Paragraph (90) shall receive holiday pay for such day(s) providing the employee meets the applicable eligibility requirements of Section XII of this Agreement, but disregarding the requirements of Paragraph (91)(b) and (c).

## SECTION XIII

### WAGES

(97) The wage provisions presently in effect are hereby established as set forth in the Local Wage Agreement between the Local Management and the Local Union dated concurrently herewith. It is understood that the wage rates by job classifications at each location are those which were in effect on May 15, 2008 plus any written changes, additions or supplements thereto. Any changes, additions or supplements thereto shall be reduced to writing and are subject to the approval of the General Director, Labour Relations of General Motors of Canada Limited, or the Director's designated representative, and the President National Union CAW, or the President's designated representative.

(a) New employees hired on or after the effective date of this Agreement, who do not hold a seniority date in any Company plant and are not covered by the provisions of Paragraph (97)(c) below, shall be hired at a rate equal to seventy (70) percent of the maximum base rate of the job classification. Such employees shall receive an automatic increase to:

(1) seventy-five (75) percent of the maximum base rate of the job classification at the expiration of one year.

(2) eighty (80) percent of the maximum base rate of the job classification at the expiration of the second year.

(3) eighty-five (85) percent of the maximum base rate of the job classification at the expiration of the third year.

(4) ninety (90) percent of the maximum base rate of the job classification at the expiration of the fourth year.

(5) ninety-five (95) percent of the maximum base rate of the job classification at the expiration of the fifth year.

(6) upon completion of six years of employment such employee shall receive the maximum base rate of the job classification.

Such an employee who is laid off prior to acquiring seniority and who is re-employed at that plant within one year from the last day worked prior to layoff shall receive a rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Upon such re-employment, the credited rate progression period of the employee's prior period of employment at that plant shall be applied toward the employee's rate progression to the maximum base rate of the job classification. For the purpose of applying the provisions of this Paragraph (97)(a), (97)(b) and (97)(c) only, an employee will receive credit toward acquiring the maximum base rate of the job classification effective with the first day worked .

Each increase shall be effective at the beginning of the first pay period following the completion of the required number of years of employment.

**(b)** A laid-off seniority employee hired in a job classification other than skilled trades, shall receive a base rate, upon re-employment, which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff from the employee's Company plant. Such employee shall continue to be covered by the rate progression provisions in effect during the previous Company employment. Upon such re-employment, the credited rate progression period of the employee's prior period of employment, at the former Company plant shall be applied toward the employee's rate progression to the maximum rate of the job classification.

**(c)** New employees hired on or after the effective date of this Agreement, who do not hold a seniority date in any Company plant but who were formerly employed and had acquired seniority in a Company plant and who had broken such seniority pursuant to the provisions of Paragraph (54)(f) or (54)(h)(3), shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee in prior Company employment. Such employee shall continue to be covered by the rate progression provisions in effect during previous Company employment. Upon such re-employment, the credited rate progression period of the employee's prior period of employment at the Company shall be applied toward rate progression to the maximum base rate of the job classification.

**(d)** The foregoing Paragraph (97)(a), (97)(b) and (97)(c) shall not apply to skilled trades classifications.

**(98) (a)** When a new job is introduced into the plant which cannot be properly placed in an existing classification or when the job content of an existing job is so changed that it cannot be properly covered by an existing classification, Management, following a review with the Chairperson, will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the rate and classification name will be furnished to the Shop Committee.

**(b)** The new classification and rate shall be considered temporary for a period of 30 calendar days following the date of notification to the Shop Committee. During this period (but not thereafter) the Shop Committee may request Management to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed. If no request has been made by the Local Union to negotiate the rate within the thirty (30) day period, or if, within sixty (60) days from the date of notification to the Shop Committee, no grievance is filed concerning the temporary classification and rate as provided below, or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the Local Wage Agreement.

**(c)** If the Shop Committee requests Management to negotiate and the Shop Committee and Management are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be treated as a grievance. Such grievance may be filed at the Management-Shop Committee Step (Third) of the Grievance Procedure. If the grievance is still unresolved after it has been considered at the Appeal Step (Fourth) of the Grievance Procedure, it may be referred to the Classification Review Committee who shall consider the matter. Thereafter, if the grievance is still unresolved, it may be referred to the Arbitrator who shall be empowered to determine the proper classification and/or rate for the new job as provided herein.



(d) In establishing the rate of pay for a classification the Arbitrator shall do so by comparing such classifications with other comparable classifications in the same bargaining unit, the rates for which are consistent with the general wage pattern in the plant. The Arbitrator's decision shall be limited to the area of dispute and the wage rate the Arbitrator establishes for the new job classification shall be set so as to maintain the wage rate relationship and internal balance which the parties have established in the applicable Local Wage Agreement through their negotiations.

(e) The classification and/or rate established by the Arbitrator shall become a part of the Local Wage Agreement at the Company location from which the case arose.

### **General Increases**

(99) Deleted in 2008

(100) Deleted in 2008

### **COST OF LIVING ALLOWANCE**

(101) Effective with the adjustment scheduled for June 3, 2012, the Cost of Living Allowance will be determined and adjusted up or down as specified in Paragraph (104) in accordance with changes in the Consumer Price Index published by Statistics Canada ( 2002 = 100).

(102) The Cost of Living Allowance provided herein shall be paid to each employee for each hour worked. The amount of the Cost of Living Allowance in effect at any given time shall be included in computing vacation pay, holiday pay, call in pay, bereavement pay, jury duty pay and paid absence allowance. Effective with the effective date of this Agreement but after the application of the wage increases provided in Paragraph (99)(a), one dollar and thirty-one cents (\$1.31) shall be deducted from the one dollar and thirty-six cents (\$1.36) Cost of Living Allowance in effect immediately prior to that date and one dollar and thirty-one cents (\$1.31) shall be added to the base wage rates (minimum, intermediary, and maximum) for each day work classification in effect on that date.

(103) During the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

<b>Effective With Shifts Beginning On:</b>	<b>Based Upon Three-Month Average Of The Consumer Price Indexes For:</b>
First Pay Period Beginning On Or After <u>June 4, 2012.</u>	February, March And April <u>2012.</u>

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

(104) Effective September 22, 2008 and until June 3, 2012, the Cost of Living Allowance shall be five (\$0.05) cents per hour. Effective June 4, 2012, the Cost of Living Allowance shall be adjusted as described in Paragraph 104 (a) and (b) of the Master Agreement.

(a) The COLA base is the average of the February, March and April 2012 Canadian Consumer Price Index (2002=100)

(b) There will be a one (1) cent adjustment for each .038 change in the Average Index and will be calculated in accordance with the Letter of Understanding signed by the parties.

(105) In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Paragraph (103), any adjustment in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

(106) No adjustment, retroactive, or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Canadian Consumer Price Index, for any month or months on the basis of which the Cost of Living Allowance has been determined.

(107) The continuance of the Cost of Living Allowance shall be contingent upon the availability of the official monthly Indexes published by Statistics Canada in their present form and calculated on the same basis as the Index for August, 2009 unless otherwise agreed upon by the parties. If such agency changes the form or basis of calculating its Consumer Price Index, and such Index is required to determine the Cost of Living Allowance pursuant to the provisions of this Agreement, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for August, 2009.

**Night Shift Premium**

(108) 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:

<b>SCHEDULED SHIFT STARTING TIME</b>	<b>AMOUNT OF SHIFT PREMIUM</b>
(1) ON OR AFTER 11:00 A.M. AND BEFORE 7:00 P.M.	FIVE PERCENT
(2) ON OR AFTER 7:00 P.M. AND ON OR BEFORE 4:45 A.M.	TEN PERCENT
(3) AFTER 4:45 A.M. AND BEFORE 6:00 A.M.	TEN PERCENT UNTIL 7:00 A.M.

When an employee covered by (1) above is scheduled to work more than nine hours and until or beyond 2:00 a.m., such employee shall be paid ten percent for the hours worked after 12 midnight.

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

**(109)** Any employee reporting for work or starting work without having been advised that there will be no work, shall receive a minimum of four hours' pay at the applicable hourly rate. However, any employee who is called to work as the result of emergencies and works four hours or less, shall receive a minimum of four hours' pay at the straight time hourly rate. No payments shall be made under this paragraph in cases resulting from labour disputes or other conditions beyond the control of Local Management.

## **SECTION XIV**

### **VACATION PAY ALLOWANCES**

**(110)** Each employee who has one or more years' seniority as of the vacation pay and paid absence allowance eligibility date, shall on that date become entitled to one week's vacation in that year, or such time off as the employee would be entitled to under existing law. For the purpose of ensuring compliance with such law, time off for paid absence allowance is deemed to be vacation time off.

**(111)** The vacation pay and paid absence allowance eligibility date in each plant shall be June 30th.

**(112)** No employee shall receive less vacation pay than that to which such employee would be entitled under existing law at the time such vacation and paid absence allowance pay is payable. For the purpose of ensuring compliance with such law, pay for paid absence allowance and Scheduled Paid Absence is deemed to be vacation pay.

**(113)** The expression "minimum hours" wherever used in this Section shall mean a total of 1000 hours in the vacation eligibility year which shall be the fifty-two (52) pay periods immediately preceding the pay period in which the Canada Day holiday is to be observed in that year. For the purpose only of calculating minimum hours worked, hours spent in connection with related training under Paragraph (145), hours paid for holidays not worked, jury duty and bereavement leave, shall be considered as hours worked.

**(114) (a)** Each employee who has attained at least one year's seniority as of the vacation pay and paid absence allowance eligibility date and who has worked the minimum hours in the vacation eligibility year, shall become entitled on that date to vacation pay and paid absence allowance credit, in accordance with the following:

<b>For An Eligible Employee With Seniority Of</b>	<b>Hours Of Vacation Pay Allowance</b>	<b>Paid Absence Allowance Credit</b>
One but Less than Two Years	<u>44</u>	36
Two But Less Than Three Years	<u>44</u>	44
Three But Less Than Five Years	<u>88</u>	52
Five But Less Than Ten Years	<u>108</u>	52
Ten But Less Than Fifteen Years	<u>128</u>	52
Fifteen But Less Than Twenty Years	<u>148</u>	52
Twenty Or More Years	<u>188</u>	52

**(b)** The vacation pay, paid absence allowance and Scheduled Paid Absence of an employee who holds seniority in two or more plants of the Company under the Master Agreement will be computed on the basis of the longest seniority held as of the vacation pay and paid absence allowance eligibility date.

An employee who holds seniority in two or more plants of the Company under the Master Agreement and whose seniority is thereafter broken at the base plant for the following reasons:

**(1)** pursuant to Paragraph (54)(d) because the employee elected to remain at the plant in which such employee is then working, or

**(2)** pursuant to Paragraph (54)(f)

shall retain the employee's longest seniority date held for the purposes only of computing Vacation Pay Allowance, Paid Absence Allowance and Scheduled Paid Absence at the plant where the employee is then working unless such employee's seniority is cancelled for any reason.

(c) Without modifying or adding to any other provision of Section XIV, Vacation Pay Allowances, an employee who has not acquired one year's seniority as of the vacation pay and paid absence allowance eligibility date occurring after the effective date of this Agreement shall nevertheless become eligible for a vacation pay allowance provided:

(1) The employee has seniority as of June 30, and

(2) The employee has worked during at least 13 pay periods as of the vacation pay eligibility date.

An eligible employee who qualifies as provided herein shall be paid a percentage of 40 hours vacation pay following June 30, based on the number of pay periods the employee works in such employee's eligibility year, in accordance with the following, or as provided by applicable law, whichever is greater:

<b>PAY PERIODS WORKED</b>	<b>PERCENTAGE OF 40 HOURS VACATION PAY</b>
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

(d) Whenever paid absence allowance must be used to ensure compliance with existing law related to vacations, paid absence allowance will be taken by the employee and paid by the Company at the time and in the manner required to ensure such compliance. Local Management may issue a procedure for such purpose.

**(115)** Vacation pay allowances, in each year, shall be calculated on the basis of the employee's average straight time rate for the last pay period in which the employee worked and which ended prior to May 1 or prior to the eligibility date, whichever calculation produces the higher rate, except as otherwise agreed locally. In addition to the above, night shift premium shall be applied to Vacation earnings in accordance with the Memorandum of Understanding, - Night Shift Premium on Vacation Pay and Unused Paid Absence Allowance Credit.

**(a)** An eligible employee may use 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 for not less than four (4) continuous hours and is excused for illness (when not receiving sickness and accident insurance benefits), personal business, or a leave of absence for vacation purposes. An employee may elect to defer payment for such excused absence, in which event, for payment purposes only, the hours of absence will be treated as unused hours in calculating the payment for unused paid absence allowance pursuant to Paragraph (115)(c), and the determination of the applicable rate of pay pursuant to Paragraph (115)(b).

**(b)** Paid absence allowance, other than unused paid absence allowance credit, shall be calculated on the basis of the employee's rate of pay plus the attached night shift premium, but not including overtime premium, that would have attached to the employee's straight time rate if the employee had worked the employee's regularly scheduled shift had such day not been a paid absence. Unused paid absence allowance credit shall be calculated in accordance with the Memorandum of Understanding - Night Shift Premium on Vacation Pay and Unused Paid Absence Allowance Credit.

**(c)** An eligible employee who, at the time of the employee's next eligibility date, has not used the employee's entire paid absence allowance credit shall (1) be paid the unused portion at the rate established in Paragraph (115)(b); and (2) retain for the remainder of the calendar year the right to excused unpaid absence time equal to the unused portion of paid absence allowance.

**(116)** Where an employee has failed to work the minimum hours in the vacation eligibility year, the employee shall be entitled to the vacation pay and paid absence allowance credit shown in Paragraph (114)(a) for that year to which the employee would have been entitled if such employee had worked the minimum hours for that year, reduced by five (5) percent for each fifty (50) hours (or fraction thereof) by which the employee has failed to work the minimum hours for that year.

**(117)** Each employee who is discharged and who on the vacation pay and paid absence allowance eligibility date immediately preceding the discharge had one or more years' seniority, shall receive in lieu of the vacation pay and paid absence allowance to which the employee might be otherwise entitled under the provisions of this Section, the following:

**(a)** Vacation pay and unused paid absence allowance credit if any to which the employee may have become entitled under the provisions of this Section as of the vacation pay and paid absence allowance eligibility date immediately preceding the date of discharge and which has not been paid to the employee prior to the date of discharge; and

**(b)** Whatever amount the employee would be entitled to receive under existing law, from the Company since the vacation pay and paid absence allowance eligibility date immediately preceding the date of discharge, up to the date of discharge.

**(118)** Each employee who has broken seniority at a Company location (other than as a result of discharge or as a result of recall to another plant under the Master Agreement) and who on the vacation pay and paid absence allowance eligibility date immediately preceding the date of such cessation had one or more year's seniority, shall receive vacation pay and unused paid absence allowance credit equal to:

**(a)** All vacation pay and unused paid absence allowance credit to which the employee may have become entitled under the provisions of this Section as of the vacation pay and paid absence allowance eligibility date immediately preceding the date of such cessation of employment and which has not been paid to the employee prior to the date of cessation of employment; and



**(b)** An amount equal to the vacation pay and unused paid absence allowance credit to which the employee would have become entitled under the provisions of this Section had such employee remained in the employment of such Company location until the vacation pay and paid absence allowance eligibility date next following cessation of employment.

**(c)** Each employee who has broken seniority at a Company location as a result of recall to another plant under the Master Agreement, shall be paid all vacation pay and unused Paid Absence Allowance credit to which the employee may have become entitled under the provisions of this Section as of the vacation pay and paid absence allowance eligibility date immediately preceding the date of such breaking of seniority and which has not been paid prior to the date of the employee's breaking of seniority. The employee's status in the current eligibility year with regard to: (1) all hours worked toward the calculation of "minimum hours"; and (2) use of and payment for Paid Absence Allowance; shall be transferred to the plant to which the employee is so recalled.

**(119)** In determining the length of a vacation, a week shall mean seven (7) consecutive days including Saturdays, Sundays and holidays falling within the period.

## **SECTION XV**

### **SKILLED TRADES**

**(120)** (a) From a long-range standpoint it is desirable to train individuals to become journeymen/journeywomen through an apprentice training program. Apprentice training, due to lack of training facilities, type of work performed and other important factors, is neither practical nor feasible in all plants nor in all skilled trades within plants.

(b) In view of the foregoing, therefore, it is desirable to expand or institute apprentice training programs where needed and practical.

**(121)** Paragraphs (61), (62) and (159) shall not apply to apprentices.

**(122)** A GM-CAW Master Skilled Trades Committee will be established, and will be composed of seven (7) representatives of the Company and seven (7) representatives appointed by the President National Union CAW.

(a) The duties of this Committee shall be:

(1) To review and revise the uniform shop training schedules when necessary. The shop training schedules which have been agreed to by the GM-CAW Master Skilled Trades Committee are made a part of this Agreement.

(2) To review and revise the related training schedules when necessary. Example related training schedules which may be agreed to pursuant to Paragraph (123) by the GM-CAW Master Skilled Trades Committee are made a part of this Agreement.

(3) To review and revise, when necessary, the Standard Apprentice Plan which is made a part of this Agreement.

(4) To receive reports by the plants having apprentices of the number of apprentices within each training period by apprentice classification and the number of journeymen/journeywomen by classification included in the ratio of apprentices in training to journeymen/journeywomen.

(5) To establish new apprentice training schedules for classifications in which such schedules have not been previously agreed upon by the GM-CAW Master Skilled Trades Committee.

(6) To review and make disposition of apprentice training matters referred to the GM-CAW Master Skilled Trades Committee by the Local Apprentice Committees.

(7) To consider the establishment of pre-apprentice training programs as a means of meeting the parties' affirmative action objectives related to the apprentice training program.

(8) To meet on a quarterly basis (unless mutually agreed otherwise) to fulfill the above duties. An agenda will be established for these meetings and either party may submit specific items for discussion up to two (2) weeks prior to any planned meeting.

(9) To deal with other matters concerning the Skilled Trades Section of this Agreement.

(10) Disputes concerning the Skilled Trades Section of this Agreement may be appealed to the Arbitrator in accordance with the Arbitration Section, commencing with Paragraph (33).

(123) The present shop and related training schedules will remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently indentured to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If local plant requirements indicate deviation should be made in such shop or related training schedules, proposed changes must be referred to the GM-CAW Master Skilled Trades Committee, together with the reason for requesting the deviation, for consideration. The present shop training schedules in the plants covered by this Agreement, will be reviewed by the GM-CAW Master Skilled Trades Committee as soon as possible.

## **Local Apprentice Committee**

**(124)** A Local Apprentice Committee composed of two (2) Union members and two (2) Management members shall be established in each plant in which apprentices are employed. The Local Union shall elect journeymen/journeywomen from the plant as members of the Local Apprentice Committee, one of whom shall be designated as the Chairperson of the Union members of the Local Apprentice Committee. In order to perform their duties as described in Paragraph (127) the Union members of the Local Apprentice Committee will be provided with the following:

**(a)** in plants employing fewer than fifty (50) apprentices, a filing cabinet in an appropriate and secure location near their work area,

**(b)** in plants employing fifty (50) or more apprentices, a filing cabinet, a desk and chair in the Centre for Benefit Plans and Health and Safety representatives.

Local Management shall notify the Local Union of its members, one of whom shall be designated the Apprentice Coordinator.

**(125)** The Chairperson of the Union members of the Local Apprentice Committee shall be permitted to attend regular Shop Committee meetings for the purpose of assisting in the handling of grievances of apprentices. The Chairperson's regular rate will be paid for time spent in such meetings and for making the investigations provided for in this paragraph for the hours the Chairperson would otherwise have worked in the plant. The Chairperson of the Shop Committee may designate the Chairperson of the Union members of the Local Apprentice Committee, in lieu of a member of the Shop Committee, to make the further investigation provided for in Paragraph (24)(a), of a grievance filed by an apprentice.

**(126)** The Local Apprentice Committee shall meet at a mutually agreed upon time at least once each thirty (30) days, unless it is otherwise agreed to extend the time between meetings. Union members of the Local Apprentice Committees will be paid their regular rates for time spent in such meetings and for the necessary time to properly perform duties and functions provided for in Paragraph (127) for the hours they would otherwise have worked in the plant. Minutes of such

meetings will be furnished to the Union members of the Local Apprentice Committee within seven (7) calendar days from the date of the meeting.

**(127)** The duties and functions of the Local Apprentice Committee shall be as follows:

**(a)** To discuss issues involving the effect of the employment of apprentices on the employment of journeymen/journeywomen in the trades involved.

**(b)** To study other matters that may involve the training of apprentices by journeymen/journeywomen in the shop.

When machinery, equipment or material is introduced or modified and new skills are required in the journeyman/journeywoman classification in the plant, the matter may be reviewed to determine the effect on the shop and related training of apprentices including necessary revision of such training. If requested, arrangements will be made with the Apprentice Coordinator for the Local Apprentice Committee to investigate the new skills on the plant floor as a part of their review.

**(c)** Progress reports of the apprentice shop and related training schedules shall be reviewed in meetings of the Local Apprentice Committee, except that upon the request of a member of the Local Apprentice Committee an individual apprentice's record shall be reviewed in a meeting of the Local Apprentice Committee once during the last thirty (30) day period prior to completion of the apprentice shop training schedule. Problems involving the improper application of the shop training schedules to individual apprentices may be raised with supervision and if necessary discussed with the apprentice on the plant floor by the Chairperson or another Union member of the Local Apprentice Committee.

**(d) (1)** To be aware of the apprentice testing process and to participate, as necessary, in the testing of apprentice applicants.

**(2)** To evaluate the overall qualifications of apprentice applicants and to interview and place tested apprentice applicants who have successfully completed the apprentice selection procedure on separate lists, one for seniority employee applicants and one for all other applicants,

each list to be in descending order of points scored for each classification for which they have applied. When apprentices are selected, such selections shall be on the basis of at least two from the employee applicant list for every one selected from the other list in descending order of total point score; however, more selections from the other list may be made in the event sufficient qualified employee applicants are not available. Qualified applicants who have already applied and who are available will have their points adjusted according to the revised selection procedure by the date the first selection lists for the plant are formulated after the effective date of this Agreement.

(3) When either list of qualified applicants for a classification is exhausted, additional qualified applicants may be placed on the list for that classification, but in any event additional qualified applicants will be added to the list at six (6) month intervals. Changes in the minimum point score for a plant or the six (6) month interval referred to in this Paragraph may be recommended to the GM-CAW Master Skilled Trades Committee.

(4) When necessary, the Apprentice Coordinator will make arrangements to temporarily assign a Union member of the Local Apprentice Committee to another shift for the purpose of interviewing applicants. Such a change in shift will be considered a regularly scheduled shift change pursuant to Paragraph (83).

(e) All applications for apprenticeship will be available upon request for review by either Union member of the Local Apprentice Committee.

(f) The evaluation of each apprentice applicant in accordance with the Point Rating System will be available for review by the Union members of the Local Apprentice Committee prior to finalizing the points awarded for each factor. The Chairperson of the Union members of the Local Apprentice Committee will be provided with a copy of the list of qualified applicants eligible for selection for each classification containing the name and, in the case of employee applicants, the seniority date will be included.

**(g)** The Apprentice Coordinator and the Chairperson of the Union members of the Local Apprentice Committee will confer with new apprentices for the purpose of acquainting the apprentices with the role of the Company, Local Management, the Union and the GM-CAW Master Skilled Trades Committee and the Local Apprentice Committee in the apprentice program and to ascertain that the apprentices understand their status and obligations as apprentices in accordance with the Apprentice Indenture provided for in Paragraph (144).

**(h)** The Apprentice Coordinator and the Chairperson of the Union members of the Local Apprentice Committee will confer with an apprentice where there are indications that the apprentice is failing to perform the obligations of the apprenticeship.

**(i)** To evaluate and credit previous experience as provided for in Paragraph (132).

**(j)** To issue certificates of completion of apprenticeship as provided for in Paragraph (150).

**(k)** Each six (6) months the Chairperson of the Union members of the Local Apprentice Committee will be furnished with a list of the number of apprentices in each training period by classification and the number of journeymen/journeywomen by classification included in the ratio of apprentices in training to journeymen/journeywomen.

**(l)** Apprentice training matters which are discussed by the Local Apprentice Committee and are not resolved may be referred to the GM-CAW Master Skilled Trades Committee for disposition.

**(m)** Employees eligible for Tuition Refund who express a desire to enter the apprentice program will be advised by a member of the Local Apprentice Committee of courses that are available through the Tuition Refund Program which may help them become better prepared as applicants for apprentice training.

**(128)** Grievances filed by apprentices will be handled under the Representation and Grievance Procedure Sections.

(129) Notwithstanding the provisions of Paragraph (128) above, problems involving apprentice related training schedules which cannot be settled locally by the Local Apprentice Committee shall not be subject to the Grievance Procedure. Such problems may be referred to the GM-CAW Master Skilled Trades Committee.

### **Apprenticeship Eligibility Requirements**

(130) In order to be eligible for consideration for apprenticeship, an applicant must meet the requirements for apprentice training applicable at the plant to prospective apprentices, including education and other tests, such as aptitude tests. To satisfy the education requirement, the applicant must be a high school graduate, or have an equivalent education, or meet the alternative requirements set forth in the GM-CAW Standard Apprentice Plan.

(131) Management will review its apprentice training needs, not more frequently than semiannually, and will post on the bulletin board a list of apprentice openings. Notwithstanding other provisions of this Agreement, any employee other than those classified as apprentices may file an application for an opening in the apprentice program; provided, however, that where there is evidence that the filing of such applications by journeymen/journeywomen in apprenticeable classifications having similar apprentice training schedules is for other than promotion purposes or inconsistent with skilled trades staffing objectives, such application shall be subject to review and decision by the Local Apprentice Committee and will not be acted upon unless it is consistent with skilled trades staffing objectives. An apprentice with seniority who is scheduled to be removed from an apprenticeable classification in a reduction in force may apply for an apprentice opening in a related skilled classification.

If such applicant meets all of the requirements for apprentice training applicable at the plant to prospective apprentices, the applicant's application will be considered with other applicants for the apprentice program. Where the qualifications of the employee-applicant and non-employee-applicant are equal, the employee-applicant will be given preference. When the qualifications of employee-applicants are equal, the employee-applicant with the longest seniority will be given preference.



### **Credit for Previous Experience**

(132) Within one (1) year from the date an apprentice commences the apprentice program credit for previous experience may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Such credit shall be given at the time the apprentice has satisfactorily demonstrated that such apprentice possesses such previous experience and is able to do the job, or possesses the educational knowledge for which the apprentice is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

(a) Any contemplated credit for such training will be reviewed with the Local Apprentice Committee. Any dispute over such credit shall be referred to the GM-CAW Master Skilled Trades Committee for decision.

### **Term of Apprenticeship**

(133) The term of apprenticeship shall be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of 916 hours each.

### **Seniority of Apprentices**

(134) Each apprentice classification in the apprentice program shall be a separate non-interchangeable occupational group.

(135) An apprentice hired directly into an apprentice classification shall establish seniority in the apprentice's non-interchangeable occupational group in accordance with Paragraph (52) of this Agreement.

(136) An employee transferred to an apprentice classification shall have a date of entry in the non-interchangeable occupational group to which the employee is transferred and will continue to accumulate seniority in the seniority group from which such employee was transferred.

**(137)** For the purpose only of determining the seniority status of apprentices in training, such apprentices shall have their seniority established as provided in Paragraphs (135) and (136) above.

**(a) (1)** For the purpose of layoff and rehire or other applicability in an employee's skilled occupational group, the seniority of the apprentice who graduated prior to September 15, 1970, upon graduation, was adjusted to a date which represented 50% of the time (subsequent to the employee's seniority date established pursuant to Paragraph (52)) spent in the apprentice training program including previous experience, at that plant only, for which the employee received credit under the provisions of Paragraph (132). Such credited hours shall be converted to seniority under this Paragraph (137)(a) by crediting seven (7) calendar days for each forty (40) hours and one (1) calendar day for each additional eight (8) hours. For all other purposes seniority shall be as established by Section IX of this Agreement.

**(2)** An apprentice starting training on or after September 15, 1970, shall upon graduation, be given journeyman/journeywoman seniority in the apprentice's skilled occupational group, equal to the calendar days (subsequent to the apprentice's seniority date established in the plant pursuant to Paragraph (52)) spent in the apprentice program.

An apprentice graduating after September 15, 1970, with apprentice training time both prior to and after such date shall have journeyman/journeywoman seniority for the training time prior to such date as provided in (a)(1) above and for the training time on and after such date the apprentice will be given journeyman/journeywoman seniority equal to the calendar days spent in the apprentice program.

**(3)** For the purpose of layoff and rehire or other applicability in an apprentice's skilled occupational group, the seniority of the apprentice who enters the program subsequent to September 14, 1982 shall, upon graduation, be adjusted by the amount of time spent in such apprentice training program, but not to exceed a period of four (4) years, except in the case of an apprentice who is incapacitated at work by injury or compensable occupational disease who shall, upon graduation, be given the same journeyman/journeywoman seniority date as the apprentice would have received had such apprentice not been so incapacitated.

(4) For the purpose of layoff and rehire or other applicability in an apprentice's skilled occupational group, the seniority of the apprentice who graduates on or after October 21, 1987, shall be adjusted by the amount of time spent in such apprentice training program, but not to exceed a period of four (4) years and four (4) months, except in the case of an apprentice who is incapacitated at work by injury or compensable occupational disease who shall, upon graduation, be given the same journeyman/journeywoman seniority date as the apprentice would have received had such apprentice not been so incapacitated.

(5) For the purpose of layoff and rehire or other applicability in an apprentice's skilled occupational group, the seniority of the apprentice who graduates on or after October 28, 1996, shall be adjusted by the amount of time spent in such apprentice training program, but not to exceed a period of four (4) years and six (6) months, except in the case of an apprentice who is incapacitated at work by injury or compensable occupational disease who shall, upon graduation, be given the same journeyman/journeywoman seniority date as the apprentice would have received had such apprentice not been so incapacitated.

(6) For the purpose of layoff and rehire or other applicability in an apprentice's skilled occupational group, the seniority of the apprentice who graduates on or after September 23, 2002, shall be adjusted by the amount of time spent in such apprentice training program, but not to exceed a period of five (5) years, except in the case of an apprentice who is incapacitated at work by injury or compensable occupational disease who shall, upon graduation, be given the same journeyman/journeywoman seniority date as the apprentice would have received had such apprentice not been so incapacitated.

(7) For the purpose of layoff and rehire or other applicability in an apprentice's skilled occupational group, the seniority of the apprentice who graduates on or after effective date of agreement, will be determined to be the date they commenced their current apprenticeship training program, which is normally a period of five (5) years. The parties acknowledged and agreed that there may be exceptional circumstances that would delay the graduation of an apprentice, beyond the normal training period of five (5) years, such as long term incapacitation or layoff. In the event that

such an exceptional circumstance occurs, the parties will meet to discuss the situation and to mutually determine an appropriate Skilled Trades seniority date for the impacted apprentice.

**(b)** An apprentice who satisfactorily completes the shop training schedule in a plant prior to the time the apprentice's related training is complete shall be considered as a journeyman/journeywoman but only in the plant in which the apprentice was in apprentice training of indenture in the classification to which such employee has been apprenticed. Seniority of such an employee shall be established in accordance with Paragraph (137)(a).

Time spent by such an employee in completing the apprentice's related training schedule shall be paid for at the straight time rate applicable to such related training for that classification in that plant in accordance with Paragraph (146) and the Apprentice Rate Schedule set forth in Paragraph (151); provided, however, the hourly rate for such apprentice related training shall not exceed the applicable rate for the eighth (8th) 916 hour Apprentice Training Period for that classification as set forth in Paragraph (151). The Company's payment of fees and/or tuition required in connection with apprentice related training for such an employee is limited to the maximum provided in Paragraph (148).

Upon completion of the apprentice's related training schedule, the employee shall be given a certificate of completion of apprenticeship, in accordance with Paragraph (150), and shall thereupon be a journeyman/journeywoman within the meaning of Paragraph (153).

**(138)** In a reduction in force, apprentices will be removed in accordance with their seniority in the non-interchangeable occupational group to which they are assigned and they shall be laid off except that:

**(a)** Apprentices with seniority who were hired directly into an apprentice classification who apply in writing prior to leaving the plant on layoff will be placed on other available work in accordance with Paragraph (58) of this Agreement.

(b) Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification, who apply in writing prior to leaving the plant on layoff, will be returned to the group from which they were so transferred unless otherwise agreed to locally.

(c) Failing to have sufficient seniority to be placed on other work, as provided above, apprentices will be laid off.

(139) Apprentices who have been removed from an apprentice non-interchangeable occupational group pursuant to Paragraph (138) above, will be recalled to such group in line with their seniority in such group.

### **Ratio of Apprentices to Journeymen/Journeywomen**

(140) The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeymen/journeywomen employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeymen/journeywomen should not exceed one (1) apprentice to eight (8) journeymen/journeywomen. However, the Union agrees that Local Management can establish a ratio of apprentices to journeymen/journeywomen in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeymen/journeywomen. Deviations below the one (1) to five (5) ratio may be agreed to by the Local Apprentice Committee. Favourable consideration will be given to requests for deviation below the one (1) to five (5) ratio in instances in which it is anticipated the impact of early retirement will create a shortage of skilled trades employees. Disputes concerning such deviations will be referred to the GM-CAW Master Skilled Trades Committee for decision. In the event of a reduction in force, the apprentices in excess of the one (1) to eight (8) ratio will be laid off before any journeyman/journeywoman in that trade is laid off. Exceptions to this ratio may be agreed to locally.

(141) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be forty (40) hours.

(a) Apprentices may be assigned to overtime work when all journeymen/journeywomen on the shift in the equalization group with which the apprentice in the course of such apprentice's training is currently associated, are either scheduled to work overtime or have had the opportunity to work overtime. Deviation from this provision may be negotiated by local Management and the Shop Committee.

(b) Equalization of any available overtime among apprentices is subject to arrangements made by the Local Apprentice Committee in a manner consistent with the shop and related training of each apprentice.

(c) Individual apprentices will not be assigned to work overtime for the purpose of completing their apprentice training ahead of other apprentices in like circumstances in the trade.

(142) In case an apprentice is required to work overtime, such apprentice shall receive credit on the term of apprenticeship for only the actual hours of work.

#### **Tool Allowance**

(143) (a) An apprentice starting training prior to September 23, 2002 will be furnished a new tool box, which will become the property of the apprentice upon graduation. At the same time, the apprentice will be paid an allowance of \$150.00 for the purchase of tools. Upon satisfactory completion of the first through eighth periods of 916 hours of work in the apprentice program, the apprentice will be paid \$150.00 for the purchase of tools. Management will assist the apprentice in obtaining tools. Upon graduation, the apprentice will receive the balance, if any, of the total tool allowance of \$1350.00 including credit granted for prior experience pursuant to Paragraph (132) less any tool allowance payments received at any other GM plant(s).

(b) An apprentice starting training on or after September 23, 2002 will be furnished a new tool box, which will become the property of the apprentice upon graduation. At the same time, the apprentice will be provided with the appropriate tools of their trade from a tool list developed by the Local Apprentice Committee. Such tools will become the property of the apprentice upon graduation or as otherwise agreed to locally.

### **Apprentice Indenture**

(144) Every apprentice (or if a minor, the parent or guardian) shall be required to sign and will receive a copy of the Apprentice Indenture.

### **Related Training**

(145) Each apprentice shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions not to exceed 672 hours during a four-year training course, less the amount of related training for which the apprentice received credit pursuant to Paragraph (132). The Local Apprentice Committee, subject to approval by the GM-CAW Master Skilled Trades Committee, may recommend increasing related training for specific classifications.

(146) Time spent by the apprentice in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by the apprentice in taking required related training shall be paid for at the apprentice's straight time hourly rate.

(147) Whether related training shall be conducted by local Management or through a local educational institution, or otherwise, shall be determined by local Management in light of prevailing circumstances in the community. Local Management will notify and discuss this matter with the Local Apprentice Committee prior to making such determination.

(148) The Company agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under the apprentice program.

### **Progress Reports**

(149) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate forms. Where the basic work processes are subdivided on the uniform shop training schedules, a more detailed breakdown of hours conforming to such sub-divisions, which do not change the uniform shop training schedules, may be developed locally.

(a) Optional hours are provided in each shop training schedule to be used as follows:

(1) To give additional training over and above the hours designated in the shop training schedule in those phases which would be most beneficial to the apprentice in acquiring journeyman/journeywoman status.

(2) To give training in related phases of the trade not specifically designated in the shop training schedule but normally required of journeymen/journeywomen.

(150) As soon as possible after completion of apprenticeship a certificate shall be issued by the Company to the apprentice.

(151) The straight time hourly wage rates (exclusive of Cost of Living Allowance and shift premium) for apprentices shall be the rates set forth in the following Apprentice Rate Schedule.

<b>Apprentice Training Period</b>	<b>Hourly Rate * as a Percentage of The Corresponding Journeyman/Journeywoman Rate</b>
1st 916 Hours	82%
2 <sup>nd</sup> 916 Hours	83%
3rd 916 Hours	84%
4th 916 Hours	86%
5th 916 Hours	88%
6th 916 Hours	90%
7th 916 Hours	93%
8th 916 Hours	97%

\*The Resultant Rates Shall Be Rounded To The Nearest 1 Cent



The straight time rates for individual apprentices shall be determined only in accordance with the provisions of this Paragraph (151).

Notwithstanding the foregoing provisions, a seniority employee transferred to apprentice training shall be compensated at the base hourly rate equivalent to that of a seniority employee classified as AFAZ Technicians-Production (exclusive of shift premium and Cost of Living Allowance) and shall continue to be paid at such rate until the employee qualifies for a higher rate in accordance with the Apprentice Rate Schedule.

### **Journeyman/Journeywomen**

(152) Upon becoming classified as a journeyman/journeywoman, an employee shall receive the maximum rate for the job classification to which the employee is assigned.

(153) The term "journeyman/journeywoman" when used in this Agreement shall mean a person who:

(a) has satisfactorily completed a bonafide apprentice training course with similar standards to the GM-CAW Apprentice Training Program; or

(b) has properly carried journeyman/journeywoman status in the trade under this and/or prior Agreements between the parties; or

(c) as a new hire meets one of the above alternative requirements or provides proof of having worked in the trade at least eight (8) years.

Copies of any documents presented pursuant to this provision will be furnished the Chairperson of the Shop Committee upon request, or as otherwise agreed upon locally.

(154) Paragraph 154 – Deleted – 2002 Negotiations

(155) If journeymen/journeywomen employees in a trades classification are not available either through hire, transfer or graduation of an apprentice, other employees in the plant, who have the ability or adaptable skills may be reclassified on a temporary basis to supplement the work force in the trade classification affected.

The seniority of a supplemental employee shall be in relation to other employees of that same status, but shall not be retained in a trade classification where journeymen/ journeywomen are subject to layoff.

**(156)** Employees, except apprentices, who have not qualified as journeymen/journeywomen and supplemental employees may be retained in their classifications until displaced by:

(1) A journeyman/journeywoman in the same classification or occupational group presently employed in the plant;

(2) A journeyman/journeywoman in the same classification who may be a new hire;

(3) A newly graduated apprentice in that classification of work;

(4) A reduction in force.

**(157)** During model change or major plant rearrangement employees may be temporarily transferred to skilled classifications as extra help to assist in such work. Seniority of such employees shall remain and accumulate in their occupation or plant groups from which they are temporarily transferred, and to which they may be returned upon the completion of the temporary assignment. It is understood, therefore, that no employee will be credited with any seniority in such skilled classifications 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. Extra help employees will not be retained beyond such model change or major plant rearrangement periods unless mutually agreed between the parties. However, extra help employees may not be required for the duration of such periods. In that event they will be returned to their jobs in line with their seniority.

**(a)** In the event an employee (other than those in the Skilled Trades classifications) is assigned as a Supplemental Employee or as Extra Help to a Skilled Trades classification as provided in Paragraphs (155) and (157) of the Master Agreement, the employee shall receive a rate thirty (30) cents

per hour below the maximum rate of the lowest paid Skilled Trades wage classification.

**(158) Lines of Demarcation**

(a) The Chairperson of the Shop Committee may request the Labour Relations Department to arrange a special meeting to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in Skilled Trades classifications and to discuss the matter. Such special conference will be attended by two Committee persons representing employees in Skilled Trades classifications, a representative of the section of the Management organization in charge of the skilled trades activity involved, and a representative of Labour Relations.

The President National Union CAW or the President's specified representative, upon request to the Director of Personnel, may attend the conference.

(b) If the matter involves the appropriateness of the work assignment of employees in Skilled Trades classifications and is resolved, the settlement will be reduced to writing within seven (7) calendar days from the date of the settlement unless otherwise agreed to by the parties. If the matter is not resolved, the Local Union may reduce the matter to writing in a statement setting forth all the facts and circumstances surrounding the case and the position taken by the Union. The statement will be presented to Local Management within ten (10) working days of the special conference.

Within five (5) working days thereafter, Local Management will prepare and give to the Union a complete statement of the facts of the case and the reasons for the position taken. The Union may, within thirty (30) days of such delivery, forward the Union's statement and the Management's statement to the President National Union CAW or the President's specified representative.

(c) If in its judgment the matter warrants appeal, the National Union CAW may within thirty (30) days of receipt of the statements, appeal the matter to the GM-CAW Master Skilled Trades Committee by written notice to the Director of Personnel from the plant of which the appeal was made.

(d) The GM-CAW Master Skilled Trades Committee shall attempt to resolve the matter. If the Committee is unable to resolve the case within a reasonable period of time of the date of appeal to it, the case may be withdrawn without prejudice by the Union members or may be appealed to the Arbitrator for final and binding decision. Upon the submission of a case to the Arbitrator, the parties will make an effort to provide the Arbitrator with a jointly agreed upon set of specific criteria to guide the Arbitrator's decision in each case.

## SECTION XVI

### GENERAL PROVISIONS

**(159)** Insofar as it is practicable for Management to do so, overtime on any shift in any Department will be equitably distributed among those employees in the group which performs similar work on such shift in such Department. Information concerning equalization of hours status will be openly displayed in the Department in such a manner that the employees involved may check their standing.

**(160)** Bulletin boards shall be located in the plants by arrangement between Management and the Shop Committee. Management shall post on such bulletin boards at the request of the Local Union such notices respecting Union affairs as may have received the approval of Management. The subject matter of all such notices shall concern:

- (a)** Notices of Union recreational and social affairs.
- (b)** Notices of Union elections.
- (c)** Notices of Union appointments and results of Union elections.
- (d)** Notices of Union meetings.
- (e)** Other notices concerning bona fide Union activity such as: Cooperatives; Credit Unions; and Unemployment Compensation information.

**(161)** The Union shall not conduct or attempt to conduct any Union activity during working time, except as herein expressly provided.

**(162)** Where a physical examination of an employee has been made by the Company physician, a report of such examination will be given to the personal physician of such employee, upon written request of the employee.

**(163)** After consultation with the Shop Committee, the Company shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

**(164) (a)** An employee with seniority in any General Motors plant who is summoned and reports for jury duty (including Coroner's juries and duty required in connection with the Ontario Public Institution Inspection Act) as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (including night shift premium) the employee otherwise would have earned by working during straight time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Company.

In order to receive payment, an employee summoned for jury duty must give Local Management prior notice of such and must furnish satisfactory evidence that such employee reported for or performed jury duty on the days for which such payment is claimed. The provisions of this Paragraph (164)(a) are not applicable to an employee who, without being summoned, volunteers for jury duty.

**(b)** When death occurs in a seniority employee's immediate family, as defined below, the employee, on request, will be excused up to the number of normally scheduled working days as indicated in the chart below, (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays) within the ten (10) calendar day period immediately following the date of death provided appropriate documentation regarding the death is submitted to the Company. The immediate family and the associated number of excused normally scheduled working days for purposes of this Paragraph (164)(b) are defined as:

<b>Employee's Immediate Family Member</b>	<b>Number of Excused Normally Scheduled Working Days</b>
Spouse Parent Child Brother Sister	Four (4) days
Step Parent Grandparent Step Child Grandchild Step Brother Half Brother Step Sister Half Sister Current Spouse's Parent Current Spouse's Step Parent Current Spouse's Grandparent Son's Current Spouse Daughter's Current Spouse	Three (3) days

In the event a member of the employee's immediate family as defined above dies while in the active service of the Canadian Armed Forces, the employee may, should the funeral be delayed, have excused absence from work delayed until the period of three (3) or four (4) normally scheduled working days, whichever is applicable, which includes the date of the funeral.

In the case of an employee who is granted a leave of absence due to an immediate family member's illness, as defined above, and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

An employee excused from work under this Paragraph (164)(b) shall, after making written application, receive the amount of wages including night shift premium if applicable, the employee would have earned by working during straight time hours on such scheduled days of work for which such employee is excused (including scheduled Saturdays (exclusive

of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh workdays of the employee's scheduled working week and holidays).

Payment under this provision shall be made at the employee's rate of pay, as of the employee's last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

**(165)** Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

**(166)** When the Company establishes work standards, they shall be made on the basis of fairness and equity in that such standards shall recognize the reasonable working capacities of experienced team members working at a normal pace with regard to the required quality of work and the efficiency of operations. They shall also recognize ergonomic factors.

**(a)** Model mix shall be taken into account in establishing and/or changing work standards on assembly lines or A.G.V. operations. The speed of such assembly lines will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to breakdowns or unscheduled line gaps or stops. Upon request, arrangements may be worked out locally concerning the mechanical regulation of main assembly line speeds.

**(b)** Work assignments on assembly lines or A.G.V. operations will be made in accordance with line speeds and available work space and the expected normal ratio of model mix and optional equipment. When it is necessary to adjust the normal scheduled mix on assembly lines or A.G.V. operations which results in more or less work being required, compensating adjustments in work assignments, the number of team members assigned, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance



knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On assembly lines or A.G.V. operations, Management will designate specific off-line operations from which team members will be made available to compensate for such mix changes when one of the compensating adjustments requires an increase in the number of team members assigned; and in such case the assignment of team members will be given priority over the off-line operation. Upon request, Management will advise the Union of the arrangements made.

(c) If a work standard is to be established on a new off-line or machine operation and has not been established when the operation is placed in production, upon request the team member will be advised of the reason for not establishing the work standard and the expected requirements of the operation.

(d) After the work standard for a normal team member to perform an element has been established on an assembly line or A.G.V. operation and the element is subsequently changed because of engineering changes, a change in method, machinery, equipment, layout or tools, only the work standard pertaining to the elements affected by such change will be adjusted.

(e) Circumstances affecting the time of performance of a particular operation that were not taken into account in establishing a work standard are known as non-standard conditions. Until the non-standard conditions are brought to the attention of Management, a team member who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production on that job. When such non-standard conditions exist and are brought to the attention of Management, the team member affected by such non-standard conditions shall be advised whether or not the rate of production has changed based on the non-standard conditions.

(167) Where a dispute arises regarding a work standard which has been changed or established (that cannot be resolved at the team level), the team member or one team member of a group of employees performing the same operation who have a work standard complaint, shall take the complaint up with their Group Leader. If the complaint

thereafter remains in dispute, the team member or one member of a group of employees performing the same operation may request the Zone Committeeperson who will be sent for without undue delay. Upon reporting to the Group Leader of the operation involved, the Zone Committeeperson shall investigate the operation to determine the merits of the complaint and will, upon request, be provided with the elemental breakdown of the operation without undue delay. Such elemental breakdown shall consist of all elements of the operation in the order of their performance with the time for each element and the total time for the operation as they appear on the supporting data. If there is still a dispute after the Zone Committeeperson has examined the operation and reviewed the facts, the Group Leader and/or a representative from the Industrial Engineering Department will then examine the operation in detail with the Zone Committeeperson to ensure that the elements are correct and that the work standards have been properly applied. If the dispute is not then settled to the satisfaction of the team member or the one member of a group of employees performing the same operation, by mutual agreement a time study shall be made without undue delay. The time study will be conducted by the representative from the Industrial Engineering Department in the presence of the Zone Committeeperson and the Group Leader with the team member on the operation or the one member of a group of employees performing the same operation.

In the event that the dispute is not settled at this stage of the procedure, a written grievance may be filed, signed by the aggrieved team member or one member of a group of aggrieved employees. If the dispute is settled at any stage of this procedure, the parties to the settlement will, upon request of either party, specify in writing what the elements are that constitute the operation as settled including a notation in assembly plants of the then current model mix and line speed. The settlement will be considered binding on the group of employees performing the same operation in parallel path processing or assembly line sequencing for all shifts providing the elements of these operations are exactly the same. It is recognized that this settlement will not apply to team members assigned to the same operation if conditions exist on that operation which were not taken into consideration in this settlement.

(a) After the Group Leader has had reasonable time to consider the grievance filed, which shall be not more than two (2) working days, the Group Leader shall thereafter give a written answer to the grievance within one (1) working day after requested to do so by the Zone Committeeperson.

(b) If the grievance is not settled by the Group Leader, it may, within three (3) working days of the Group Leader's written answer, be appealed by the District Committeeperson in whose district the grievance arose or by the Chairperson of the Shop Committee to the next step, as provided below, by giving written notice to the Labour Relations Department.

(c) Within three (3) working days of receipt of the appeal, the grievance will be considered at a Special Step of the Grievance Procedure by not more than three representatives of the Union, including the Zone Committeeperson, the District Committeeperson or another member of the Shop Committee and the Chairperson of the Shop Committee, and not more than three representatives of Management, at least one of whom shall be a member of higher supervision. In multi-shift operations, the Zone Committeeperson from the opposite shift may, by mutual agreement, attend the Special Step meeting when a work standard dispute exists on the same operation on more than one shift. An additional representative of Management may also attend the Special Step meeting in these situations. The schedule for such meetings will be established at a time mutually convenient to both parties.

(d) Within five (5) working days of this Special Step meeting, higher supervision will give a written answer. If the grievance is not settled at this step, the Chairperson of the Shop Committee may, within three (3) working days appeal the grievance by submitting to Management a "Notice of Intention to Appeal". Thereafter the case will be handled in accordance with Step Four of the Grievance Procedure Section, except that "Statements of Unadjusted Grievance" need not be exchanged and the 30-day time limit for "Notice of Appeal" by the President National Union CAW or the specified representative referred to in Paragraph (31)(d), shall run from the date of the written answer given by Management at the Special Step of the Grievance Procedure. Plant entry as provided in Paragraph (32)(a) may be made after the "Notice to Appeal" has been filed and before the Appeal Meeting.

(e) Any of the time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limits specified will be considered closed on the basis of the last decision given.

(f) Should any grievance fail to be satisfactorily settled under the foregoing provisions of this paragraph, such grievance may be referred by the President National Union CAW or the specified representative to arbitration as provided in Paragraphs (33) to (43) inclusive, above.

(g) In considering a grievance arising under and appealed in accordance with this procedure, the Arbitrator shall not change any work standard but shall be empowered to rule upon the procedure and the correctness of all the facts of the case.

(h) In the event a work standard has not been established on an operation or in the event a dispute arises regarding a work standard which has been changed or established, an team member who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production on that operation.

(i) After a work standard grievance is filed on an operation, the Committeeperson representing the team member or one member of a group of employees who filed the grievance will be informed in writing of any change in work content which results in an increase or decrease in work content or which is made in an attempt to settle the grievance.

(j) If a work standard grievance is settled in writing and the team member or one member of a group of employees who signed the grievance or any employees of the group of employees is subsequently replaced by another team member and if, thereafter, additional work is added to the operation without any other change having occurred which affects the operation, the Zone Committeeperson may initiate a grievance alleging that the additional work constitutes a violation of the settlement.

**(168)** (a) Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools, or equipment maintained by Company employees.

(b) The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

(c) In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

**(169)** The Union will not during the life of this Agreement make any economic demands on the Company.

**(170)** When and if a Local Union, the National Union CAW, or Union is hereafter certified by an appropriate provincial labour board as the collective bargaining agent for a group of employees of the Company, the Company and the certified Union will negotiate with respect to including such employees under the terms and conditions of this Agreement.

**(171)** No provisions of this Agreement shall have any effect prior to the date hereof unless otherwise specifically stated herein.

**(172)** In the event of any conflict between the provisions of this Agreement and the provisions of any Agreement between the Company and a Local Union, whether or not the National Union CAW is a signatory or party to such Agreement, the provisions of this Agreement shall prevail. In addition, in the event of any conflict between the provisions of this Agreement and a provision of an existing law at the time of signature of this Agreement, the provision of such law and not of the Agreement shall be applicable to all affected employees. In no event shall an employee receive less than as provided by this Agreement.

(173) Upon this Agreement becoming effective, all prior agreements between the Company and a Local Union, whether or not the Union is a party or signatory to the Agreements, are superseded and terminated, except for those Supplemental Agreements between the Company and the Local Unions, which are identified and referred to in Paragraph (175) hereof.

(174) Simultaneously with the execution of this Agreement the Company and the Local Unions have entered into the following identified Supplemental Agreements, each and all of which are made a part of this Agreement the same as if herein set out in full:

General Motors of Canada Limited, Oshawa, Ontario, and CAW Local No. 222:

- Local Seniority Agreement
- Local Wage Agreement
- Local General Agreement

General Motors of Canada Limited, Transmission Plant, Windsor, Ontario, and CAW Local No. 1973:

- Local Seniority Agreement
- Local Wage Agreement
- Local General Agreement

General Motors of Canada Limited, St. Catharines, Ontario, and CAW Local No. 199:

- Local Seniority Agreement
- Local Wage Agreement
- Local General Agreement

General Motors of Canada Limited, National Parts Distribution Centre, Woodstock, Ontario and CAW Local No. 636:

- Local Seniority Agreement
- Local Wage Agreement
- Local General Agreement

(175) The parties to this Agreement have provided for Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement. These Supplemental Agreements and Plans are attached hereto as exhibits, identified as follows:

Supplemental Agreement: Pension Plan	Exhibit A Exhibit A-1
Supplemental Agreement: Group Life and Disability Insurance Program	Exhibit B Exhibit B-1
Supplemental Agreement: Supplemental Unemployment Benefit Plan	Exhibit C Exhibit C-1
Canadian Separation Payment Plan	Exhibit C-2
Canadian Automatic Short Week Benefit Plan	Exhibit C-3
Supplemental Agreement: Income Maintenance Benefit Plan	Exhibit D Exhibit D-1
Voluntary Termination of Employment Plan	Exhibit D-2
Supplemental Agreement: CAW-GM Canadian Legal Services Plan	Exhibit F
Supplemental Agreement: Health Care Insurance Program	Exhibit G Exhibit G-1

No matter respecting the above Supplemental Agreements, Program or Plans shall be subject to the Grievance Procedure established in this Agreement.

(176) The Company and the Union shall exchange, in writing, between July 19, 2012 and August 20, 2012 the proposals and demands with respect to the modification of this Agreement, and the proposals and demands with respect to any proposed new agreement to be entered into after termination of this Agreement on September 17, 2012. It is mutually agreed that any exchange of proposals and demands does not preclude changing or adding to such demands or proposals at a later date and that any such exchange shall not in any way affect the September 17, 2012 termination date of this Agreement.

(177) This Agreement shall become effective at the beginning of the first pay period following receipt of notice of ratification by the Company from the Union and shall continue in full force and effect until 11:59 p.m., September 16, 2008 when it shall automatically terminate.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

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

B. HARGROVE

K. LEWENZA

J. O'NEIL

P. KENNEDY

J. DIAS

S. GILL

D. ROBERTSON

J. WAREHAM

J. STANFORD

J. SCANLAN

K. OSBORNE

**General Motors of  
of Canada Limited**

C.A. OLLILA

R.C. MONTEITH

J.R. SLEDZIEWSKI

M.M. DI CARLANTONIO

W.K. MARSH

N.I. GIBSON

L.A. SEGEDIN

H.D. DYKSTRA

S.R. TULLOCK

N.E. RIGGS

E.J. CSENDES

C.M. MONTEITH

R.S. GOULDING

K.E. RABIDEAU

J.P. STAPLETON

D.J. COURTNEY

D.C.F. CALLUM

A.E. COOPERMAN

T. APPLETON

A.K. BAKER

V. IERACI

A.L. RATNARAJAH



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

**General Motors of  
of Canada Limited**

**Local No. 222, CAW**

C. BUCKLEY  
K. OSBORNE  
R. SVAJLENKO  
G. MOFFATT  
R. CARLYLE  
K. GRAY  
K. MOTT  
T. MCDONALD

J. GOARD  
J. KRAMPP  
T. COSTA

**Local No. 199, CAW**

T. WHITE  
G. MARTIN  
P. BARBER  
J. ARNTZ  
W. GATES  
S. LITTLE

C. DENONCOURT  
W. MARSH

**Local No. 1973, CAW**

K. BRUNER  
R. REGIER  
B. REEVES

J. BROWN  
R. DI RISIO

**Local No. 636, CAW**

S. ROSS

D. GROVE  
W. ARCHER

**APPENDIX "A"**  
**MEMORANDUM OF UNDERSTANDING**

**CONCERNING GENDER NEUTRAL AGREEMENT  
LANGUAGE**

Entered into this fifteenth day of May, 2008

BETWEEN:

General Motors of Canada Limited referred to hereinafter as "Company"

AND:

Canadian Auto Workers Union and its Locals No. 222, 1973, 199, and 636, said National Union and said Local Unions being referred to jointly hereinafter as "Union"

The Company and the Union agreed, during the current negotiations, to continue the process of converting the language of the Master Agreement, Supplemental Agreements, Programs and Plans thereto, and Company Statements and Letters referenced in the Document Index of the Master Agreement (all such language referred to hereinafter and solely for this Appendix "A" as "Master Agreement provisions") from the masculine gender to gender neutral. This process is undertaken with agreement that any such changes in Master Agreement provisions are made solely for the purpose of achieving gender neutral language without changing the intent of any pre-existing language. As a result, the Company and the Union agreed to the following:

1. In this Master Agreement and future Master Agreements the language of completely new provisions will be in gender neutral form.
2. Unchanged Master Agreement provisions will be studied during the term of the 1990 Master Agreement by a joint Company/Union committee with the objective of continuing gender neutral language in the next negotiated Master Agreement.

3. With respect to the French version of the Master Agreement provisions and considering the structure of the French language, the parties agreed that the masculine gender wherever used refers to all employees, male and female, unless specifically provided otherwise.

## APPENDIX "B"

### MEMORANDUM OF UNDERSTANDING

May 15, 2008

MEMORANDUM OF UNDERSTANDING entered between General Motors of Canada Limited and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), and its Locals No. 222, No. 1973, No. 199, and No. 636.

During the negotiations that led to the current Master Agreement the parties discussed at length the matter of the established and traditional rest periods and wash-up periods and the Company's request to institute the substitution therefor of a system under which employees would get equivalent time off their jobs while the machinery and equipment would be operated continuously. The parties were unable to reach agreement on such substitution. However, the parties mutually agree to the following:

(a) The two ten-minute rest periods and two wash-up periods currently in effect will be retained, subject to the terms of applicable local agreements and understandings.

(b) The matter of rest periods and wash-up periods and the substitution therefore of a system or other arrangements under which the machinery and equipment can be operated continuously will be the subject of continuing discussion between the parties locally during the term of the current Master Agreement.

**APPENDIX "C"** – Deleted – 2002 Negotiations

**APPENDIX "C-1"** - Deleted – 2002 Negotiations

**APPENDIX "D"** - Deleted – 2005 Negotiations

## APPENDIX "E"

### SPECIAL SKILLED TRADES REPRESENTATIVE

May 15, 2008

**I.** In any plant on a shift where there are 30 or more skilled trades employees (journeyman/journeywoman) who are not represented by a Zone Committeeperson who is classified as a skilled trades employee, a Special Skilled Trades Representative may be selected as specified below to assist in handling skilled trades grievances as provided hereinafter.

(a) In those plants where there is a Zone Committeeperson on the shift classified as a skilled trades employee, such Zone Committeeperson shall be the designated Special Skilled Trades Representative on that shift. If there is more than one Zone Committeeperson on the shift classified as a skilled trades employee, only one shall be selected as the Special Skilled Trades Representative by the Union.

(b) Where there is no Zone Committeeperson on a shift classified as a skilled trades employee, the Local Union will select a skilled trades employee from among those working on that shift to be the Special Skilled Trades Representative and a reservoir of 12 scheduled straight time hours for Monday through Friday will be established for the Special Skilled Trades Representative to handle the duties specified below without loss of pay except that time spent attending the regular shop committee meetings pursuant to Paragraph II.(c) below will not be charged against this reservoir.

**II.** Upon written notification designating the Special Skilled Trades Representative selected pursuant to Paragraph I. above, that representative will be allowed to leave his job assignment without undue delay to perform the following duties:

(a) If a Zone Committeeperson who is not a skilled trades employee is called pursuant to Paragraph (21)(b) to represent a skilled trades employee to handle a specified grievance concerning an alleged violation of one of the provisions of Paragraphs (153), (155), (156), (157), (158) and (168), such Committeeperson may request that the supervisor call the Special Skilled Trades Representative for that shift. Before a grievance is reduced to writing by the Zone Committeeperson, the Special Skilled Trades Representative

may assist the Zone Committeeperson in a consultative and advisory capacity, and in doing so, if necessary, may make an independent investigation of the grievance and submit a report to the Zone Committeeperson. The Special Skilled Trades Representative may not function as a Committeeperson nor initiate a grievance.

**(b)** If the grievance is reduced to writing by the Zone Committeeperson and the Special Skilled Trades Representative has made an independent investigation and submitted a report to the Zone Committeeperson on that grievance before it is reduced to writing, the Special Skilled Trades Representative may, at the request of the Zone Committeeperson, assist the Zone Committeeperson in a consultative and advisory capacity during the Committeeperson's discussions conducted with supervision pursuant to Paragraph (21)(d) of the Master Agreement.

During discussions at the Second Step of the Grievance Procedure, the Special Skilled Trades Representative will function as an alternative to the second Union representative provided for in the provisions of Paragraph (22) of the Master Agreement.

**(c)** In those plants where there is no member of the Shop Committee classified as a skilled trades employee, one Special Skilled Trades Representative shall be permitted to attend regular Shop Committee meetings to serve in a consultative and advisory capacity during the time a grievance alleging violation of one of the provisions of Paragraphs (153), (155), (156), (157), (158) and (168) is being discussed.

**(d)** In the event there is no Committeeperson classified as a skilled trades employee representing skilled trades employees, one Special Skilled Trades Representative may attend the special conference provided for in the provisions of Paragraph (158)(a) of the Master Agreement, replacing one of the Union's representatives provided for in that paragraph, to serve in a consultative and advisory capacity during such conference.

**(e)** In the event there is no Committeeperson classified as a skilled trades employee representing skilled trades employees, one Special Skilled Trades Representative may attend the meeting held in accordance with the provisions of

Appendix R with respect to providing advance notice of outside contract activities.

**III.** Where the Special Skilled Trades Representative is selected pursuant to Paragraph I.(b), while not a Committeeperson, the Special Skilled Trades Representative will nevertheless be governed by the provisions of Paragraphs (8), (13), (13)(a) and (13)(b) of the Master Agreement.

**IV.** The provisions of Paragraphs (17), (18)(a) and (18)(b) of the Master Agreement will not be applicable to the Special Skilled Trades Representative.



**APPENDIX "F"**  
**QUALITY OF WORK LIFE (Q.W.L.)**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Plant Managers  
Personnel Directors  
Shop Committee Chairpersons

During these negotiations the parties discussed many areas whereby employees, the CAW, and General Motors must work more closely together in a cooperative effort to address important issues affecting the work place. The parties recognize that a cooperative process cannot succeed unless all parties come together in a relationship of mutual trust and respect to jointly develop and support the process. The parties mutually agreed that all Quality of Work Life (Q.W.L.) activities will be jointly conceived, implemented, monitored and evaluated.

It was mutually recognized that preservation of the rights of the parties, as contained in the Master, Local, and Supplemental Agreements must be maintained and, therefore, specific parameters and guidelines must be established in order to ensure a consistent application of the Quality of Work Life Process (Q.W.L.) at the Master and Local levels.

Additionally, the parties agreed to support the Quality of Work Life Process (Q.W.L.) by encouraging the establishment of joint local committees composed of an equal number of Management and Union representatives and the identification of appropriate personnel to exclusively administer the process.

The following guidelines are jointly established to assist in the implementation and administration of a joint Quality of Work Life Process (Q.W.L.):

- (1) Participation in the Quality of Work Life Process (Q.W.L.) is voluntary and will not be mandated by either party.
- (2) The rights of the Union to represent employees involved in the collective bargaining process, and the rights of Management to make decisions affecting the business will be preserved.
- (3) Quality of Work Life Process (Q.W.L.) training will be made available upon request to all local parties on a voluntary basis.

(4) Union/hourly and Management/salary Quality of Work Life (Q.W.L.) personnel will be appointed (mutually acceptable) at locations engaging in a joint Q.W.L. Process.

(5) Locations engaging in a joint Q.W.L. process will establish a local (Q.W.L.) steering committee comprised of senior Management and Union personnel.

(6) The Quality of Work Life Process (Q.W.L.) will have as its objective the improvement of the workplace for people. Any resultant gains for the Union or Company must be considered useful and desirable by-products with no employees losing employment at their location as a result of Quality of Work Life Process (Q.W.L.) activities which are jointly conceived, implemented, monitored and evaluated.

(7) Each location engaging in a Quality of Work Life Process (Q.W.L.) will develop a joint mission philosophy statement which will be jointly communicated to the entire organization.

Following these negotiations, a Master Committee, composed of an equal number of representatives from the CAW and General Motors and co-chaired by a senior member of the National Union CAW and a senior member of Management, will establish guidelines and materials designed to support local efforts and to address those other issues and concerns raised during these negotiations.

General Motors of Canada and the National Union CAW agree to encourage and support each Local Management and Local Union, where there is Local Agreement, to pursue a joint Quality of Work Life Process (Q.W.L.) under the guidelines as outlined in this letter.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

B. Hargrove  
President National  
Union CAW

## APPENDIX “G”

### PRODUCTION STANDARDS

May 15, 2008

During the current negotiations the parties held extensive discussions regarding job loading as it applies to direct labour operations in the vehicle assembly facilities. Specifically, the Union expressed a desire to have team member concerns addressed expeditiously in order to maintain team member satisfaction and to ensure vehicle quality. The Union further expressed the need for CAW representatives to play a significant role in the investigation and ultimate resolution of standards issues. Furthermore, in order to effectively represent team members it is necessary for CAW representatives to be trained in the Standard Data system used by General Motors.

While the parties are mindful of the competitive pressures faced by the Corporation in today’s global business environment and there is no intent on the part of either party to limit our ability to be competitive, there is a mutual recognition that the parties could be more effective in dealing with team member concerns regarding their job assignments. The parties were also desirous of building a process that was specific to the concerns of the CAW, General Motors and its employees.

There are a number of factors that contribute to a successful approach to dealing with team member concerns regarding production standards issues;

- Fundamental to the effectiveness of any jointly conceived process is the commitment to open communication and the commitment by both parties to address concerns in a responsible manner
- The Company recognizing the role of the CAW in helping to educate team members as well as represent team member interests
- Quickly addressing concerns and making changes when required

- Involving the appropriate personnel such as Engineering, Ergonomic, Health and Safety personnel and others as required
- Advising the affected team member throughout the process

The parties, having reviewed the production standards process identified in Paragraph 166 and 167 of the Master Agreement, believe these provisions can be further enhanced by effectively addressing the concerns raised by the Union and incorporating the factors outlined above in a comprehensive process to deal with legitimate concerns. As such the parties have agreed to the following;

### **Representation**

In vehicle assembly plants, regional Production Standards Representatives shall be appointed by the President of the National Union CAW. Such plants with greater than two thousand (2000) employees shall have a full-time representative and for plants with less than two thousand (2000) employees such representative shall be entitled to up to eight (8.0) hours per week in order to fulfill their duties as defined herein. Production Standards Representatives shall be assigned to the Industrial Engineering department on the day shift, unless otherwise mutually agreed upon, during which time they will fulfill all their duties. Specifically, based upon current populations, there will be two (2) full time forty (40.0) hours Production Standards Representatives located in the Oshawa Car Plant, one (1) full-time Production Standards Representative located in the Oshawa Truck Plant.

### **Communication**

- The Company will meet with the Chairperson throughout the year to review the known business plan relative to hours per vehicle targets, and review the expected timing of the majority of productivity improvements.
- The Company will provide notification to the Production Standards Representative prior to the implementation of any changes resulting from the reallocation of work elements, validations, or content changes, unless immediate action is required due to safety or quality concerns. Such notification will include an explanation of the changes contemplated and an expectation that the Production

Standards Representative will communicate with the affected committeeperson and be involved in the job planning process.

- In reference to the impact of mix and overcycle conditions on work allocation, floor supervision will utilize available data and advanced planning to communicate and respond to adverse mix conditions. Each facility will locally establish a containment plan to immediately address any mix concerns or overcycle conditions and this plan will be communicated to affected team members.
- CAW National Representatives and GMCL Divisional Labour Relations will meet in order to review the concept of a “normal work pace” and, if possible, arrive at a common understanding of how normal work pace is used in the context of Paragraph (166) of the Master Agreement.

### **Training**

The Company will provide the newly appointed Production Standards Representatives with training on;

- Standard Data as used by General Motors, the training will include discussion on how normal pace is defined and how fatigue and age factors are considered in the establishment of the standards
- Methods/Scrolling/Footprints
- Ergonomics/ EAB (Ergonomic Assessment Box)
- Use of SWAT (Standardized Work Authoring Tool) and STDS (Standard Time Data System)
- AGV Build Times (where applicable)
- Other training introduced by Industrial Engineering will be discussed between the parties

Furthermore, the Company will provide each committeeperson with basic Standard Data training.

### **Dispute Process**

Notwithstanding the provisions of Paragraph (167) the parties agree that the following process should be utilized;

- in order to clearly identify the reason for the dispute the team member and their Group Leader will discuss the problem in a effort to resolve legitimate concerns

- the Group Leader will review with the affected team member the work elements, job layout, ensure standardized work is being followed, prescribed tools are being used and the conforming material is being provided to the operator. The Team Leader, Team Member and Group Leader will work together to resolve the identified concerns in an expeditious manner.
- if unresolved, the team member's committee person may be requested and available information will be reviewed
- the team member's verbal or written complaint will initiate the provisions of Paragraph (167)(h) of the Master Agreement
- if unresolved, a member of the Industrial Engineering department will review the job in question, with the affected team member on the job, and verify that all work elements are properly captured, the Standard Data is accurately applied, non-standard conditions have been recognized, overcycles and/or the impact of model mix have been considered and that the health and safety/ergonomic concerns have also been addressed. In addition, previous standard data analyses relevant to that job, if available, may be reviewed, where applicable
- Although the Standard Time Data System is the time measurement system utilized to define "normal pace," the committee person or Production Standards Representative may wish to utilize a stop watch to aid in determining if a legitimate dispute exists, per Paragraph (166) of the Master Agreement
- if unresolved the Production Standards Representative and their Company counterpart will review the job in question and their recommendation will be communicated to the Superintendent of Industrial Engineering
- it is the expectation of the parties that the above steps will be completed as soon as practicable but no later than ten (10) working days from the date the committee person first answers the call
- if unresolved, a grievance may be lodged in accordance with Paragraph (167) and be processed starting at the special step pursuant to Paragraph (167)(c). The meetings will be scheduled in order to facilitate the attendance of the

Production Standards Representative in accordance with their contractually available straight time hours

- if at any step of the grievance procedure the dispute remains unresolved, the Plant Chairperson and the Plant Personnel Director, or their designate, shall meet if requested with the appropriate parties to review the issue
- if unresolved, a fourth step meeting will be scheduled, following the exchange of facts, as soon as possible between the National Union and Divisional Labour Relations in an effort to resolve the grievance
- if unresolved after the fourth step of the grievance procedure, the CAW National Presidents office and Divisional Labour Relations may each appoint a subject matter expert to review the disputed job loading. Their recommendations will be provided to the Plant Chairperson and Plant Manager within two (2) weeks of the above appointment. If such recommendations are not acceptable to either party the grievance will proceed to expedited arbitration consistent with the provisions of the collective agreement

The parties believe the above stated commitments will enhance the parties ability to effectively address employee concerns in a timely manner.

Issues regarding the implementation of this Appendix may be referred to the Divisional Labour Relations staff and the National Union CAW for resolution.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## APPENDIX "G"

### Attachment A

#### RE: WORKLOAD STABILITY

During the current negotiations the parties discussed the importance of workload stability and the interests of team members in securing a reasonably certain level of work assignment. The parties further acknowledged the importance of maintaining productive and efficient operations. In efforts to achieve both objectives the parties have agreed to the following process to be implemented no later than January 6, 2003:

#### **Advanced Planning:**

The Company and the Union will review at regular meetings the status of work allocation changes and the plans to finalize these actions. Meeting schedules will be agreed to locally.

#### **Review:**

This review will encompass the identification of remaining efficiency targets, work elements to be allocated and plans for assigning these elements.

#### **Workload Stability Period for Direct Labour:**

The parties have agreed that the workload stability period for direct labour operations would not take effect until the re-engineering plan is complete and implemented for the operator's work station (ULOC). Once a job assignment change is complete for a productivity improvement in such a way that it increases the workload of a team member, the company will not add work to the job assignment as a result of further productivity improvement for a period of 100 calendar days. Exclusions to this include but are not limited to such events as changes made as the result of health and safety issues, quality improvement, line speed changes, engineering changes, model mix, etc. Where reasonably possible, stable workloads will be maintained when these changes are made.

The parties may agree to exceptions to this process on a local basis.



## **APPENDIX "G"**

### **Attachment B**

#### **RE: Standard Data Charts**

Before the Company changes a standard data chart the production standards representative will be notified in writing thirty (30) days in advance and will be provided with the reasons for the change. The validation data will be provided, as will all non-standard conditions. The Company will maintain and provide to the Union a history of all chart changes going forward. For the change to proceed, the change must be substantiated by the validation data. In the event the parties are unable to agree, the matter will be referred in accordance with the dispute mechanism contained in Appendix "G".

## APPENDIX "H"

### MEMORANDUM OF UNDERSTANDING COVERING SPECIAL CANADIAN CONTINGENCY FUND

ENTERED into this fifteenth day of May, 2008

BETWEEN:

General Motors of Canada Limited, referred to hereinafter as "Company"

AND:

National Union CAW, and its Locals No. 222, 1973, 199, and 636, said National Union CAW and said Local Unions being referred to jointly hereinafter as "Union":

The Company and the Union agree that:

1. The Special Canadian Contingency Fund will be continued during the term of the 2008 Master Agreement.
2. The Company's obligation to add to such Special Canadian Contingency Fund will be computed as seventy (\$0.70) cents per hour worked by all covered employees. For greater certainty, the Company and the Union agree that the Company's obligation to add to the Special Canadian Contingency Fund as provided in this Section 2, accrues and becomes absolute as the hours described in the immediately preceding sentence are worked. The Company and the Union agree that the amounts accrued to the Special Canadian Contingency Fund are to be utilized exclusively for the benefit of members of the Union and other appropriate Union purposes, the specific uses to be determined as provided in Section 3 below.
3. During the term of the 2008 Master Agreement, the Special Canadian Contingency Fund will be utilized primarily in support of the following plans, programs and activities:
  - (a) negotiated Child Care Programs,
  - (b) the Legal Services Plan,
  - (c) the CAW Leadership Training Program (P.E.L.),
  - (d) research, leadership and development activities of the CAW,
  - (e) programs and activities of the GM/CAW Training Review Committee,
  - (f) the Social Justice Fund,

- (g) the Retiree Fund,
- (h) the Skilled Trades Fund,
- (i) the Dependent Scholarship Fund,

and then only if needed. It may also be used to fund jointly agreed to initiatives as determined by the President, National Union CAW and the General Director, Labour Relations. At any point in time, the Special Canadian Contingency Fund Balance shall be equal to the cumulative accrual calculated in Section 2 above, less the cumulative utilization calculated in this Section 3. The cumulative accrual and utilization shall include balances carried forward from prior Agreements.

4. Funding for the above mentioned plans, programs and activities will be determined in accordance with Appendix “H-1” of the 2008 Master Agreement.

5. The parties agree that in the event the Special Canadian Contingency Fund balance is insufficient to provide funding for the above mentioned plans, programs and activities as required in Appendix “H-1” of the 2008 Master Agreement, the amount of required funding in excess of the Special Canadian Contingency Fund balance will be recovered as an offset against future Special Canadian Contingency Fund accruals.

6. As of the end of the 2008 Master Agreement period, the parties would negotiate the usage of any accrual then remaining in the Special Canadian Contingency Fund.

C.A. Ollila  
General Director, Labour Relations

B. Hargrove  
President National  
Union CAW

## APPENDIX "H-1"

### **FUNDING - OTHER INITIATIVES, LEGAL SERVICES, CHILD CARE, RESEARCH, LEADERSHIP AND DEVELOPMENT, P.E.L., GM/CAW TRAINING REVIEW COMMITTEE, SOCIAL JUSTICE FUND, RETIREE FUND, SKILLED TRADES FUND, DEPENDENT SCHOLARSHIP FUND**

#### GENERAL MOTORS OF CANADA LIMITED

During current negotiations the parties discussed the funding of certain activities and Plans including the funding of the CAW-GM Canadian Legal Services Plan, (Exhibit "F" Supplemental Agreement). The parties agreed that their representatives on the Legal Services Plan Committee will continue to ensure sound financial administration of the Plan and will support administrative practices which contain or reduce the costs of providing services under the Plan.

The parties agreed that regular funding provided by the funds available in the SCCF for the CAW-GM Canadian Legal Services Plan will be at fourteen (\$0.14) cents per hour worked.

The parties further agreed that for any month that an accrued shortfall exists and regular funding to the Legal Services Plan is insufficient to pay benefits, any shortfall amount will be deducted and provided from the "2008 Special Canadian Contingency Fund" described in Appendix "H" of the 2008 Master Agreement, to the extent monies are available.

In addition, funding for mutually agreed child care activities will be seven (\$0.07) cents per hour worked, from available funds of the Special Canadian Contingency Fund, in accordance with Document No. 4 of the 2008 Master Agreement.

During the 2008 negotiations the Company agreed to provide financial support for the following additional programs and activities by using available funds from the Special Canadian Contingency Fund, as indicated:

- (a) Health and Safety, Environment, Leadership Training and Research activities in an amount up to five (\$0.05) cents per hour worked during the term of the 2008 Master Agreement;

- (b) the CAW Leadership Training Program (P.E.L.) in the amount of up to seven (\$0.07) cents per hour worked, in accordance with Document No. 9 of the 2008 Master Agreement;
- (c) the GM/CAW Training Review Committee up to a maximum amount of \$18,766,417.00 (representing the value of up to 24 hours training per active employee as of the effective date of this Agreement) in accordance with Document No. 27 of the 2008 Master Agreement;
- (d) the Social Justice Fund in an amount up to six (\$0.06) cents per hour worked in accordance with Document 53 of the 2008 Master Agreement;
- (e) the Retiree Fund in an amount up to three (\$0.03) cents per hour worked in accordance with Document 73 of the 2008 Master Agreement;
- (f) the Skilled Trades Fund in an amount up to five (\$0.05) cents per hour worked in accordance with Document 73 of the 2008 Master Agreement;
- (g) the Dependent Scholarship Fund in the amount of \$1,500.00 per year to eligible dependent children of active and retired employees enrolled in an accredited Canadian University or Community College; and,

In addition, the parties agreed, pursuant to the terms of Document No. 12 of the Master Agreement, specified payments in a particular plant closing situation will be deducted from the Special Canadian Contingency (SCC) Fund.

## **APPENDIX "I"**

### **GENERAL MOTORS OF CANADA AND CANADIAN AUTO WORKERS STATEMENT OF COMMITMENT TO CONTINUAL QUALITY IMPROVEMENT**

May 15, 2008

General Motors of Canada and the Canadian Auto Workers recognize that manufacturing products of the highest quality is a vital element in determining the long term success of the Company and in the enhancement of job security for all employees. Employees represented by the CAW, Management personnel and Union representatives in the plants have also acknowledged the fundamental importance of product quality and their efforts have contributed to quality improvement.

During the course of the 1987 negotiations, the parties reviewed various phases of the quality process at General Motors of Canada. Activities such as monitoring product quality, training programs for employees, communication with suppliers, plant visits and measurements of customer satisfaction and their impact on achieving continual quality improvement were discussed.

In recognition of the growing involvement of and dependence on CAW representatives and CAW represented employees in the process of continual quality improvement, it was determined that the President of the National Union CAW will appoint a representative of the National Union CAW to be a member of the GM of Canada Quality Council to interact with the senior members of management who are also members. While not reducing the Company's overall responsibility for quality, CAW involvement at the highest policy making level provides an opportunity for the parties to demonstrate joint leadership in an area which is critical to the ongoing success and growth of both the Union and the Company. Further, it will provide the earliest possible CAW input to policies which impact their members' working life and job security.

During the term of the 1987 Master Agreement, the parties discussed the Canadian Quality Process and their mutual interest in products of superior quality, especially in relation to customer satisfaction and thereby to job security. As a result of those discussions the parties agreed to a written understanding on the implementation of cooperative efforts to improve quality and that understanding is now part of this Appendix as follows:

## **CANADIAN QUALITY PROCESS:**

General Motors of Canada Limited (GMCL) and the Canadian Auto Workers (CAW) Union have a mutual interest in the quality of the product produced. That interest is as it relates to the CAW members as consumers and to the relationship between the quality of the product and job security and to satisfy our customers.

The Union is prepared to work with GM in specified areas that will improve the quality of the product and thus enhance the job security of its members, providing that co-operation is around Canadian-developed quality programs with strict adherence to Canadian content, and that such programs and their implementation are developed through the joint effort of both parties.

It has been the Union's experience that what may be agreed to at the National level of the Union and the Company is not always what finds its way to the shop floor. The Union has also found that the most effective way to ensure programs stay "on track" is to:

1. Be by mutual agreement,
2. Set up an appropriate method of monitoring such programs at the local level.

Given the diversity of GM's Canadian plants the Union does not believe that a single program could be uniformly implemented across all GM Canada. For example, some programs might "fit" at a Trim plant, Assembly plant, Foundry, Forge, Manufacturing plant or Warehouse, but in our opinion, can vary to a great extent and might not "fit" at all plants. Therefore, we believe that the local parties can develop such quality programs to suit their own plants and around such principles as:

1. Mutual agreement
2. Canadian development and content
3. Ability to be monitored
4. A desire to improve the quality of the product without any other strings attached
5. Not reducing the right of the CAW to represent their membership nor the Company's overall responsibility for quality and its right to operate and manage the business.

The GM-CAW Master Bargaining Committee encourages, within the guidelines of the above five principles and the overall commitment of this Statement on Quality, the parties to meet at the local level in an attempt to develop a suitable quality program at each location. However, any location may

refer questions concerning the implementation of the concepts outlined in this statement on Quality and the principles listed herein to the GM-CAW Master Committee.

**Addendum to GM-CAW Master Committee Statement on Quality**

During their discussion on the GM-CAW Master Committee Statement on Quality, the parties recognized an ongoing need to build mutual trust and for open and direct communication.

Both parties have a strong commitment to making implementation of the Statement an important means of improving product quality and job security. Both also recognize that issues, concerns and even misunderstandings may arise as it is implemented and are committed to satisfactorily resolving such issues, concerns or misunderstandings.

The Statement may, by mutual agreement, be amended by the parties in the future. Further, if any issues concerning the implementation of this Statement cannot be resolved following discussion between the parties, either party may declare the Statement null and void.

While this Addendum gives both parties protection from presently unforeseen problems, their intention is to resolve any such problems and continue the Statement as an important cornerstone in their relationship.

During these negotiations, the parties have reaffirmed the above statement to define the CANADIAN QUALITY PROCESS.

C.A. Ollila  
General Director, Labour Relations

B. Hargrove  
President National  
Union CAW



## **APPENDIX "J"**

### **EXPEDITED ARBITRATION PROCEDURE**

May 15, 2008

During the current negotiations, the parties agreed to establish an Expedited Arbitration Procedure designed to provide an expeditious way of submitting certain grievances to arbitration. This Expedited Arbitration Procedure will be reviewed annually and can be terminated by either party thirty (30) days after written notification to the other party.

Representatives of the National Union CAW and Divisional Labour Relations Staff will select by mutual agreement a panel of Arbitrators satisfactory to the parties. The Local Union and Local Management shall each be responsible for one half of the expenses of and the fee payable to the Arbitrator.

Either party may terminate the services of an Arbitrator by giving written notification to the Arbitrator and to the other party.

The following guidelines will be applicable in establishing the Expedited Arbitration Procedure:

- a)** Within ten (10) working days after a grievance is referred to arbitration, as provided for in Paragraph (34) of the Master Agreement, the National Union CAW representative will notify the Divisional Labour Relations Staff of its intention to submit the grievance to expedited arbitration.
- b)** As soon as a grievance is submitted to expedited arbitration, the parties will designate an Arbitrator from the panel previously agreed upon by the parties. The Arbitrator will be designated pursuant to a regular rotation system and will be promptly notified. The Arbitrator will arrange a time and date for the hearing to be held at a location designated by mutual agreement of the parties within thirty (30) days after the Arbitrator's selection. If the Arbitrator is not available to conduct the hearing within thirty (30) days, the parties will notify other Arbitrators of the panel and arrange a time and a date for a hearing with the first available Arbitrator.

The hearings will be conducted in accordance with the following guidelines:

- a) The hearing will be informal.
- b) No briefs will be filed or transcripts made.
- c) The parties will make every effort to narrow the issues through stipulations of facts and issues no later than ten (10) days before the hearing.
- d) The Arbitrator shall not be bound by the precedents established in prior decisions of the regular Arbitrator, or any other Arbitrators, and such precedents will not be relied upon by the parties at the hearing. The Arbitrator will be bound by the procedures and provisions established under the terms of the Master Agreement. Decisions issued by any of the Arbitrators under this appendix will not be cited by either the Company or the Union in any arbitration proceedings.
- e) If the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration, the case shall be removed from the Expedited Arbitration Procedure and processed in the usual manner in accordance with the regular procedure.

The format of the hearing will be as follows:

- a) Introductory remarks by the Company and Union setting forth their respective positions.
- b) Presentation of testimony by witnesses; direct and cross-examination on issues in dispute only.
- c) Questions of witnesses by the Arbitrator.
- d) Short summation by the parties.

In each case, the Arbitrator shall issue a decision, in writing, within ten (10) days after conclusion of the hearing. The decision shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for his conclusion. The decision shall be final and binding upon both parties as provided in Paragraph (33) of the Master Agreement.

General Motors of  
Canada Limited

National Union CAW

**APPENDIX "K"- Deleted – 2005 Negotiations**

## APPENDIX "L"

### REPRESENTATION STRUCTURE - OSHAWA

May 15, 2008

During these negotiations the parties discussed the many problems associated with the Oshawa "Area Chairperson" concept. Both parties recognized the value of such a concept to meet the needs of a rapidly changing environment that involves a matrix reporting relationship for the Company which must be managed within the context of a single local agreement with the Union. Accordingly, the parties reaffirmed their commitment to the continuation of the "Area Chairperson" concept.

In an effort to leverage the advantage inherent in the Oshawa "Area Chairperson" concept and without infringing upon the traditional responsibilities of the overall Chairperson, the parties agreed to the following:

(1) In addition to those representatives provided for in Section VII of the Master Agreement, which include a : "Chairperson of the Shop Committee", and further in the "Representation Provisions" of the Oshawa Local General Agreement, the Company will recognize four (4) Area Chairpersons whose areas of jurisdiction will be as follows:

- Truck Plant Area Chairperson whose area of responsibility shall include all Districts associated with the Truck Plant (except Skilled Trades) as defined within the Oshawa Local General Agreement.
- Car Plant Area Chairperson whose area of responsibility shall include all Districts associated with the Car Plant and Tri-Link operation (except Skilled Trades) as defined within the Oshawa Local General Agreement.
- Stamping Area Chairperson whose area of responsibility shall include the District associated with the Stamping operations (except Skilled Trades) as defined within the Oshawa Local General Agreement.

- Skilled Trades Area Chairperson whose area of responsibility shall include all Districts associated with Skilled Trades as defined within the Oshawa Local General Agreement.

(2) Where the term "Shop Committee" appears in the Master and Local Agreements it shall mean the Chairperson, Area Chairpersons and District Committeepersons. It is understood that the overall Chairperson remains as the chief spokesperson for the Shop Committee.

(3) It is understood that the purpose of this Appendix is to establish four separate areas of jurisdiction as defined in (1) above. Each Area Chairperson will have the responsibility of performing the duties associated with a Chairperson as defined within the applicable provisions of the Master Agreement and attachments to the Master Agreement for their respective area of jurisdiction.

(4) It is understood that notwithstanding (3) above the Area Chairpersons' responsibility does not include situations that have an impact outside their area of jurisdiction nor is it intended to infringe upon the traditional responsibilities of the Chairperson. In such situations the Chairperson has primary responsibility, although the appropriate Area Chairperson(s) will be involved.

(5) It is understood that each Area Chairperson shall conduct regular Third Step meetings with the appropriate Company representatives within their area of jurisdiction to discuss grievances appealed to the Third Step of the Grievance Procedure. The Area Chairperson shall be assisted in such meetings by the District Committeepersons within their area of jurisdiction as defined in the Oshawa Local General Agreement. Only grievances that are filed within the specific area of jurisdiction and have no impact on any other area of jurisdiction may be discussed during such meetings.

(6) It is understood that the Chairperson and Area Chairpersons shall meet once per month with the appropriate Company representatives to discuss grievances appealed to the Third Step of the Grievance Procedure that are not a proper subject of discussion at an Area Chairperson Third Step meeting. Such grievances shall include "Policy" grievances and grievances which impact more than one area of jurisdiction.

(7) It is understood that the meetings defined in (5) and (6) above shall satisfy the intent of Paragraph (25) of the Master Agreement.

(8) It is understood that "Special Third Step" meetings as defined in Paragraph (30)(b) of the Master Agreement will be the responsibility of the Area Chairpersons within their jurisdiction.

(9) In the event of any conflict with respect to interpretation, application, administration or alleged violation of the Collective Agreements between representatives of the Union or Company in the Truck Plant area, Car Plant area, Stamping area and Skilled Trades areas, every effort will be made to resolve the dispute.

(10) The Oshawa Manager – Regional Personnel and the Chairperson of the Shop Committee will be involved to resolve problems which cannot otherwise be settled, including administration of this Appendix. Thereafter the provisions of Paragraph (1)(a) of the Master Agreement will apply.

**IN WITNESS WHEREOF**, the parties have caused their names to be subscribed by their duly authorized officers and representatives.

**FOR THE  
NATIONAL UNION  
CAW**  
J. Scanlan

**GENERAL MOTORS OF  
CANADA LIMITED**  
C.A. Ollila

**FOR LOCAL 222**  
K. Osborne  
R. Svajlenko  
G. Moffatt  
R. Carlyle  
K. Gray

J. Goard  
T. Costa  
J. Krampp

## **APPENDIX "M"**

### **HARASSMENT PROCEDURE AND ASSOCIATED TRAINING**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

During the current negotiations, the parties discussed the prominence of Human Rights issues in the workplace. The parties have committed to implementing a Harassment Procedure for the benefit of all General Motors of Canada Limited employees. In addition, the parties agreed to outline the Harassment Procedure within the context of this Appendix. These two elements are fundamentally supportive of each other and to the foundation of a progressive workplace at General Motors of Canada Limited.

General Motors of Canada and the Canadian Auto Workers Union are committed to the concept of equal opportunity in the workplace and both parties have devoted considerable energy to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights. Since GM's workforce is composed of men and women with diverse backgrounds, fostering such an environment can be best supported by providing information and education to all employees regarding human rights in the workplace, including the rights and obligations of individuals as well as the Company's.

#### **WORKPLACE HARASSMENT**

General Motors and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation, record of offences, marital status or other prohibited grounds. At General Motors all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots. In addition, it also includes all Company sponsored activities at non-Company locations that are attended by employees in the course of their employment.

Harassment may take many forms: verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship, or ancestry.
- practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment.
- posting or circulation of offensive photos or visual materials.
- refusal to work or converse with an employee because of their racial background or gender.
- unwanted physical conduct such as touching, patting, pinching, etc.
- unwelcome invitations or requests.
- condescension or paternalism which undermines self respect.
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

#### **HARASSMENT IS NOT**

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



## **FILING A COMPLAINT**

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behavior. Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses, and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson, or Employment Equity Representative.

## **INVESTIGATION**

Upon receipt of the complaint, the Supervisor/Committeeperson, or Employment Equity representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Personnel Director and the Plant Chairperson.

The Plant Chairperson and the Personnel Director will then determine if the complaint requires further investigation and if so the CAW Employment Equity representative and a Management representative will conduct the investigation. In the event of a complaint involving sexual harassment the investigative team, if requested, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses, and other persons named in the complaint. Any related documents may also be reviewed.

## **RESOLUTION**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Personnel Director and the Plant Chairperson who will make a determination on appropriate resolution. The Personnel Director and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of General Motors and National CAW policy regarding discrimination and harassment in the workplace. Failing this, the complaint will be referred to the Master Employment Equity Committee for review.

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the 4th step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the fourth step of the grievance procedure it may be appealed to arbitration in accordance with the provisions of the Master Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaints Procedure.

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

## **RIGHT TO REFUSE**

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

This procedure in no way precludes the complainant's right to seek action under the applicable Human Rights Law. However, both the CAW and General Motors of Canada urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

Any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint shall be shared equally by the CAW and General Motors of Canada Limited. Where there is a mutually acceptable resolution, the CAW agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the National Union CAW and written confirmation of such concurrence to the Director of Labour Relations.

The parties discussed the importance for Union representatives and Management employees to have a complete understanding of the agreed to revisions in the Internal Human Rights Procedure including the "Right to Refuse" provision. As a result of these discussions, the parties agreed to a three day training program to communicate this information.

The Master Employment Equity Committee will have responsibility for jointly determining the content and timing.

Furthermore, the parties agreed that it will be necessary to communicate to the workforce the agreed to changes in the Internal Human Rights Procedure. This is supplemental to the ongoing three (3) hour Human Rights training program for employees. The parties agreed to communicate this information through local Union Newsletters, bulletin board notices and a Company letter to all employees.

## APPENDIX "N"

### EMPLOYMENT EQUITY PLAN

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

During the current negotiations, the parties reaffirmed their commitment to Employment Equity. While the parties recognize that there is increasing representation of the four designated groups within the hourly workforce, the Company and the Union agreed that they must increase special efforts aimed at achieving a representative number of women, visible minorities, aboriginal persons and persons with disabilities within the workforce of General Motors of Canada Limited.

The parties agreed that a diverse workforce is beneficial and desirable, and that their proactive efforts on Employment Equity are fundamental to the Company. The parties are committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at General Motors of Canada Limited by year end 1998. This plan will include the following:

- an up-to-date census
- a workforce analysis and review of employment systems
- the identification of systemic barriers to the designated groups
- a review of current recruitment, promotion and training practices
- goals and timetables for hiring the designated groups
- goals and timetables for reducing or eliminating systemic barriers to the designated groups
- accommodation for people with disabilities
- a clear and ongoing commitment to a workplace free of harassment
- identification of positive measures, for example, work and family measures, skills updating and pre-apprenticeship training that could help to retain and advance the designated groups on the General Motors of Canada Limited workforce
- an annual review procedure to monitor the progress of the program

The Company has developed an Employment Equity Plan for the Federal Contractor's program. Elements of this plan may form the basis for the new joint Employment Equity Plan when the parties are in agreement.

**APPENDIX "O"**

**CONSULTATION PROCEDURE  
GENERAL MOTORS OF CANADA LIMITED**

May 15, 2008

Regular Conferences to discuss workplace issues shall be arranged between the Shop Committee, Plant Management and the Labour Relations Department on an as required basis, but not less than once every two months. An agenda shall be set by mutual agreement between the parties one week in advance of such conferences.

**APPENDIX "P" - Deleted - 2009 Negotiations**

**APPENDIX "Q" - Deleted - 2009 Negotiations**



**APPENDIX "Q" - Deleted - 2009 Negotiations**  
**Attachment A**

**APPENDIX "R"**  
**JOB SECURITY AND WORK OWNERSHIP**  
**- SKILLED TRADES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the Company and the Union again focused on the impact of contracting decisions and their impact on individual workers, their families and their communities. The Company and the Union have regularly addressed Skilled Trades concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide workers and their families with a measure of income security unparalleled in Canadian history. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties negotiated the Job Security and Work Ownership agreement during this set of negotiations.

Within this context, the Company reconfirms the understandings reached during these negotiations regarding Skilled Trades concerns over work ownership.

Primary among these understandings is the Company's commitment that there will be no reduction of skilled trades employees as a result of outside contracting throughout the life of this agreement.

More specifically:

- 1. Planning** - Plant management shall meet semi-annually to review with CAW Skilled Trades representatives projected work loads regarding the installation, construction, maintenance, repair, service, and warranty work of existing or new equipment, facilities, and the fabrication of tools, dies, jigs, patterns and fixtures.

- 2. Information** - Advance notice of outside contract activities will be provided, in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.
- 3. Layoff Recall** - When Skilled Trades employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, General Motors of Canada Ltd. trades employees will be given first priority for the work, before letting the contract provided that they can perform the available work.
- 4. Full Utilization** - It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work. Consistent with local scheduling practices, when such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.

This language supercedes other sections of the Agreement that would be in conflict with this Appendix. The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among workers in today's business setting. With this new sense of security, the parties believe skilled tradespersons may apply themselves to pursuits that are in the best interest of themselves, the Company, the Union, and their communities.

Yours truly,

C.A. Ollila

General Director, Labour Relations

## **ATTACHMENT A - APPENDIX "R"**

### **JOB SECURITY AND WORK OWNERSHIP - SKILLED TRADES**

During the current negotiations, the parties discussed a number of issues pertaining to the application of the principles of Appendix "R".

The parties reconfirmed that the concept of work ownership under Appendix "R" is specific to work our Skilled Trades classifications performed in a specific operation in a community at the point in time the language was negotiated in 1996. The parties have used the term "customarily performed" to define this work. Therefore, if certain types of work had been outsourced or contracted out the majority of time prior to 1996 negotiations, that work should not be considered customarily performed and therefore would not fall under the provisions of the Appendix. The principal of work ownership applies to any new work assigned to our Skilled Trades employees subsequent to 1996 and such work (unless otherwise excluded) would be considered as falling within the obligations of the work ownership provisions.

#### **Planning**

The parties acknowledged that assigning Skilled Trades employees, when available, with vendors during installation and servicing of equipment under warranty (on work customarily performed by GM Skilled Trades) provides the opportunity for our employees to develop knowledge and skills necessary to keep such equipment operating effectively after the expiration of the warranty period. The parties agreed that during the first six (6) months after the equipment has been released for regular production, the vendor or its agent will perform warranty work accompanied by an equal number of Skilled Trades employees, if available, for training purposes. In the event that the vendor requires access on equipment to perform warranty work, General Motors Skilled Trades employees will be assigned to provide access to the vendor (e.g. stripping, reinstallation of equipment etc.). It is understood that no additional obligation is implied to bring employees in on overtime or from other shifts. After such six (6) month period, Skilled Trades employees will perform the work on the equipment. The parties agree that this process would not apply to warranty work that was already being performed by GMCL Skilled Trades employees prior to the

effective date of the 1999 Agreement. This agreement is not intended to replace existing local practices.

### **Information**

It is understood that advance notification, in situations other than emergencies, must be given ten (10) calendar days prior to the commencement of the outside contracting activities. The parties agreed to jointly develop a training program which will be provided to those individuals responsible for outside contracting activities.

Local parties may agree upon the method of delivery of the training.

### **Layoff and Recall**

The Company acknowledges that there is an obligation to give first priority to laid off Skilled Trades employees prior to outside contracting customarily performed work provided the employee is capable of performing such work.

In multi-plant sites where there may be differing practices between plants, the Company's obligation to give first priority to laid off Skilled Trades employees will be determined by the work that is customarily performed at each particular plant. If one plant, in a multi-plant site, customarily performs certain types of work (e.g. rewinding motors) it does not obligate another plant in the same site to perform the same work, if the work had not been customarily performed at the second plant. The preceding does not limit an employee's rights to recall to any plant within the multi-plant site.

It is further understood that if an unforeseen event occurs that would result in the layoff of Skilled Trades employees, the Company will ensure that outside contractors of like trades, performing work customarily performed by General Motors Skilled Trades, are not retained within the plant beyond fourteen (14) calendar days after the commencement of such layoff. The parties agreed that contractors may be retained on work that is critical to the completion of a major model or new product allocation launch. If circumstances dictate the retention of contractors, the Local Union will be advised as far in advance as possible with the aim of retaining Skilled Trades employees.

**Full Utilization**

It is understood that when it becomes necessary to perform work that is customarily performed by Skilled Trades employees such employees will be given first priority, consistent with local scheduling practices, prior to outside contractors being utilized on weekends and holidays.

The term “consistent with local scheduling practices” defines the parameters around full utilization. For example, at some locations, there are different overtime groups within departments and plants (in multi-plant locations) that would define the scope of Management’s obligation for offering overtime. There is no obligation to provide the provisions of full utilization beyond the normally accepted overtime group unless specified in the Local Agreement. It is understood that Management must exhaust its obligations of full utilization consistent with its “local scheduling practice” before work that General Motors Skilled Trades employees customarily perform is contracted out.

**APPENDIX "S" - Deleted - 2009 Negotiations**

## APPENDIX "T"

### TEMPORARY PART-TIME EMPLOYEES

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

During the current negotiations, the parties agreed that management could utilize temporary part-time employees to supplement the workforce for straight-time, overtime or weekend work in any plant situations such as but not limited to, employee use of PAA, absentee replacement and relief from working weekend overtime. Temporary part-time employees can be assigned to any department or group provided they meet the job requirements.

At locations where temporary part-time employees are utilized, their contractual entitlements shall be solely governed by the following provisions of this Appendix:

1. Temporary part-time employees will normally be scheduled to work on Mondays and Fridays, when required, in addition to daily overtime or on premium days provided they do not displace regular full-time employees that normally perform the work in the supervisor's group. On days they are scheduled to work, temporary part-time employees may be scheduled for any part or all of the hours of their shift.
2. The employment and use of temporary part-time employees shall not be considered an infringement on the rights of regular employees covered by the Collective Agreements. During the period they would otherwise be on indefinite layoff status, regular seniority employees who make application and displace temporary part-time employees shall be required to comply with the work schedule for temporary part-time employees.
3. A temporary part-time employee shall have Union dues deducted subject to the provisions of Document No.96 of the Master Agreement.



4. A temporary part-time employee shall be paid time and one-half for time worked in excess of eight (8) hours in any continuous twenty-four hour (24) period, subject to the provisions of Paragraph (80) of the Master Agreement, beginning with the starting time of the temporary part-time employee's shift provided that a portion of such hours are not considered to be part of a new work week. A temporary part-time employee's work week shall start with the commencement of the employee's day on Monday except in the case of Sunday night shift start. A temporary part-time employee shall be paid for hours worked in accordance with the provisions of Section XI of the Master Agreement.
5. A temporary part-time employee shall receive eight (8) hours pay at their regular straight-time hourly rate for any of the holidays specified under Paragraph (90) of the Master Agreement when such holidays occur on a regular workday of the temporary part-time employee's work week, provided they meet all of the following eligibility requirements: (1) they have actually worked a minimum of ninety (90) days for the Company, (2) they worked their last scheduled working day prior to and their next scheduled working day after such holiday within the scheduled work week, and (3) they would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
6. **Provisions Specific to New Hires**
  - a) Temporary part-time employees shall be limited to a term not to exceed four (4) years of employment.
  - b) Temporary part-time employees (except temporary part-time skilled trades employees) hired on or after the effective date of this Agreement shall be hired at and maintain a rate equal to seventy percent (70%) of the maximum base rate of the job classification to which they are assigned. Temporary part-time employees will not be eligible for the Cost of Living Allowance (COLA) as contained in Paragraphs 101 and 102 of this Agreement.

- c) A temporary part-time employee shall not accumulate time toward the fulfillment of the ninety (90) day probationary period nor acquire seniority as per Paragraph (52) of the Master Agreement. In the event a temporary part-time employee subsequently becomes a regular full-time employee, such employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee, unless otherwise stated herein.
- d) The Company may discharge or terminate the employment of a temporary part-time employee at any time, however, such employee may only file a grievance protesting their discharge or termination if their allegation is on the basis of a prohibited ground of discrimination as set forth in applicable Human Rights Law.
- e) Temporary part-time employees are entitled to vacation pay under existing law at the time such vacation pay is payable.
- f) Temporary part-time employees will be provided with \$3,750.00 life insurance coverage and \$1,875.00 extra accident insurance coverage. The Company will pay the premiums for coverage for any month in which the temporary part-time employee receives pay from the Company for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment terminates.

Temporary part-time employees will also be eligible for the health care coverage provided under Article II, Sections 7, 8, and 9 of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees but not Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood that there will be no duplication of benefits because of coverages provided under the

[1].Insurance Program. The Company will provide applicable coverage for the following months' health care benefits set forth above for each temporary part-time employee while the temporary part-time employee is at work. A temporary part-time employee is considered "at work" in any month for which the temporary part-time employee receives pay for any time worked during such month. Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment terminates.

A temporary part-time employee shall not be covered by the Canadian Supplemental Unemployment Benefit Plan (SUB), the Canadian Separation Payment Plan, the Canadian Automatic Short Work Week Benefit Plan (SWW), the Pension Plan, the Canadian Legal Services Plan, the Income Maintenance Benefit Plan (IMP) or the Voluntary Termination of Employment Plan (VTEP). Coverage under the Health Care Insurance Program and Group Life and Disability Insurance Plan are limited to those coverages specified in this Appendix.

- g) This temporary part-time employee program is separate and distinct from the summer vacation replacement program. Consequently entitlements to pay, benefits and the like are not linked and shall be accumulated separately under each program.
- h) Notwithstanding the provisions of Paragraph 4, temporary part time employees hired on or after June 8, 2009 will only be paid an overtime premium after forty (40) hours have been worked in any scheduled work week.

**7. Provisions Specific to Seniority Employees on Indefinite Layoff that elect to work as a Temporary Part-Time Employee.**

- a) Any unskilled seniority employee who is laid off indefinitely, may make application at their location

for temporary part-time status, first back to the group or department from which they were laid off and then to corresponding departments in other plants in multi-plant sites. Such employees will be selected by seniority to fill available temporary part-time positions within fourteen (14) calendar days of making such application. Such employees shall be offered temporary part-time work prior to such work being offered to new hire temporary part-time employees.

- b) A seniority employee who elects to work as a temporary part-time employee will have a ninety (90) day waiting period before they can reapply for temporary part-time status if such employee declines an opportunity offered under these provisions.
- c) A seniority employee who elects to work as a temporary part-time employee shall be paid a rate determined in accordance with the applicable provisions of Paragraph (97) of the Master Agreement. Such employee shall also be provided the level of life and extra accident insurance as provided under the Group Life and Disability Insurance Program, and the health care coverage provided under the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, but not Supplemental Unemployment Benefits (SUB) and Automatic Short Work Week Benefits (SWW), to which the employee would have been entitled if the employee had continued on layoff status, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.

Once the employee's benefits entitlement has exhausted, such employee would be eligible to receive the same level of benefits as contained in Paragraph 6(f) that would normally be provided to a new hire temporary part-time employee. The required monthly Health Care contribution would be similar to the contribution paid by new hire temporary part-time employee as referenced under article II, section 1(d) of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees. The ability to cash pay

while on layoff for Health Care (other than Dental) for a period of up to twelve (12) months after the cessation of Company contributions will be suspended while an employee is employed as a seniority temporary part-time employee.

- d)** A seniority employee who elects to work as a temporary part-time employee shall be entitled to vacation pay entitlement pursuant to Section XIV of the Master Agreement provided such employee had worked as a regular seniority employee during the vacation eligibility year. If such employee has not worked as a regular seniority employee during the vacation eligibility year such employee shall be paid vacation pay under existing law at the time such vacation pay is payable.
- 8.** Within sixty (60) days from the effective date of this Agreement, representatives from the National Union CAW and Divisional Labour Relations shall meet to review the administration and timing of the implementation of the temporary part-time employee program, including local agreements or working conditions letters that would impact the use of temporary part-time employees.
- 9.** Any problems arising from the application of this Appendix or the use of temporary part-time employees will be reviewed for resolution between representatives from the National Union CAW and representatives from the Divisional Labour Relations Staff of the Company. The Company reserves the right to discontinue the use of temporary part-time employees if resolution to problems cannot be satisfactorily resolved.

**COMPANY STATEMENTS  
AND LETTERS**

The following statements and letters which were furnished to the CAW are effective with the effective date of the Master Agreement and are not part of the Master Agreement but have been included in this booklet for information purposes.

(See Index in the Front of the Agreement Book)

Doc. No. 1

## **EMPLOYMENT EQUITY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations, the parties reaffirmed the policy of the Company and the Union as outlined in Paragraph (3)(a) of the Master Agreement, that the provisions of the Agreement be applied to all employees without regard to race, colour, creed, age, gender, sexual orientation, national origin, disability or other such factors as set forth in applicable Human Rights Law.

Additionally, the Company reaffirmed its policy, as outlined in Document 95, Nondiscrimination in Employment, to extend opportunities to all qualified applicants and employees on a nondiscriminatory basis for employment and advancement within the Company.

While recognizing that it is the right of Management to hire, assign, and promote the most qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agreed to undertake certain joint activities to further implement these nondiscriminatory policies.

Accordingly, a Local Employment Equity Committee will be established at each location and will be comprised of no more than two Union Representatives, with the exception of Oshawa that will have two Union Representatives for each of the three facilities to be designated by the Union in the following manner:

At least one member of the Local Employment Equity Committee in each facility will be designated from among the women who are actively employed in the bargaining unit covering that location. The other will be designated from the bargaining unit while attempting to encourage participation of designated group members.

Members of the Local Employment Equity Committee will be authorized to leave their work during straight time hours as defined in the following chart:

<b>Location</b>	<b>Time Allowed To Function During Straight-Time Hours</b>
Oshawa	One member up to 40.0 hours per week as required and one member up to 20.0 hours per week as required
St. Catharines	Up to 20.0 hours per week as required
Windsor Transmission	Up to 20.0 hours per week as required
Woodstock	Up to 12.0 hours per week as required

It is recognized that it may be more appropriate for Employment Equity Committee members to accumulate their allocated weekly time over a period of up to one month. Such arrangements to accumulate and reallocate the time allowed to function shall be made in advance by mutual agreement between the local parties. In addition, by mutual agreement, Local Employment Equity Committee members may be authorized to leave their work beyond the periods of time specified in the above-mentioned chart.

A comparable number of Management representatives have also been appointed. These Local Employment Equity Committees shall meet at least monthly and have the task of assessing each location's needs to further enhance the policy of equal opportunity for all and of developing plans to address the mutual goal of encouraging interested parties to seek and qualify for employment and advancement within General Motors of Canada. Attention is to be devoted to women, visible minorities, Aboriginal peoples, and persons with disabilities.

The Union Employment Equity Committee representatives at each location will be provided with suitable office facilities and the necessary equipment and office materials required to perform their assigned responsibilities.



To assure basic consistency, the local Committee shall develop and present to local Management, a proposal for their initiatives annually. Subject to the approval of this plan, all local Committee activities shall be developed within the framework of the following guidelines:

**(a) Community Outreach**

1. Members of the Employment Equity Committee should visit community schools to meet with placement counsellors and students to discuss the types of jobs available in General Motors and the procedure for submitting an application. Leaflets and video presentations may be developed for use by schools in their education programs.

2. Employment Equity Committees should establish and maintain a liaison with local organizations representing designated groups.

**(b) Training for current employees**

To further the advancement of employees into technical skilled positions, the Local Committees will take the following actions:

1. A communications program is to be developed by the Local Committees with the purpose of encouraging designated group members to apply for higher paying technical positions.

2. Each Local Committee should assess the types of jobs for which training would be appropriate and make recommendations to the local parties.

3. Training programs will be developed under the guidance of the Local Committees to provide the necessary technical training to employees. Local Apprentice Committees may identify pre-apprentice training program requirements. Local Employment Equity committees may provide input to the Local Apprentice Committees regarding affirmative initiatives to improve representation of designated groups in the Apprentice Program.

4. Each Local Employment Equity Committee will develop and implement an orientation module including, but not limited to, topics such as anti-harassment, employment equity, and

Appendix “M”, to be incorporated into the new hire/student orientation program.

**(c) Communications**

Local Committees would develop overall communications programs utilizing various GM media, local Union newspapers, and other specific communication formats which could convey the message to employees and the community that there are opportunities for all qualified members of society within General Motors.

**(d) Employment Equity Plan**

In addition, the Local Committees may play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, the development of goals and timetables, and other elements of the plan that require local input.

It is recognized that Local Committees require ongoing assistance and direction from the National Union CAW and Divisional Management level. Accordingly, a Master Employment Equity Committee has been established consisting of two members of the National Union CAW staff and the National Employment Equity Coordinator as well as three members of General Motors Divisional Management. This committee meets quarterly and may be supplemented, by mutual agreement, by Local Committee representatives.

In addition, the National Union CAW and General Motors Divisional Management will continue to communicate to the media that Employment Equity Committees have been established in all General Motors of Canada plants and will report periodically on these activities.

The Master Committee will also continue to monitor local activities and assist the local parties as needed to ensure that the local activities receive appropriate ongoing direction.

The Master Committee will be responsible to revise the “Count Me In Handbook” when changes are required

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**Document 1 – Attachment A**

**QUARTERLY MASTER EMPLOYMENT EQUITY  
COMMITTEE MEETINGS**

During the current negotiations the parties reviewed the format and content of the quarterly Master Employment Equity meetings.

As a result of this review the parties agreed that the Master Employment Equity Committee will, commencing with the first scheduled meeting following the effective date of the Agreement, develop a long term plan that encompasses the following elements:

- training requirements for the current Employment Equity representatives
- a template for the Local Employment Equity Committees to utilize in developing their local equity plans
- agenda items and training segments for the meetings involving the Local Employment Equity Committees (twice yearly)
- plans for plant visits to review local initiatives and progress

For the meetings which include the Local Employment Equity Committees the Company will be responsible for wages, transportation and lodging expenses. The Union will be responsible for per diem expenses.

Doc. No. 2

**CAW NATIONAL EMPLOYMENT EQUITY  
COORDINATOR**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties agreed that the position of CAW National Employment Equity Coordinator will be established. This Coordinator will be appointed by the President, National CAW.

The Coordinator's role will be to promote a planned, informed and consistent approach to employment equity on behalf of the CAW throughout the Company and act as a member of the Master Employment Equity Committee detailed in Document 1 attached to the Master Agreement.

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

The Coordinator will work closely with the Local Employment Equity Committees and make recommendations to assist the committees in promoting equity in the workplace. This may involve advice with respect to community outreach initiatives, assisting with local work to develop and implement the joint Employment Equity Plan, coordinating education and communications efforts, including Bill 79, assisting with anti-harassment efforts and/or with the resolution of difficult complaints.

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

The parties agree that when the Coordinator is selected, discussions will take place to establish where such coordinator will be located.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 3

**VIOLENCE AGAINST WOMEN**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

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

During these negotiations, the Union requested a minute of silence be observed in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. Should December 6 fall on a non-production day, the moment of silence will be observed on a day mutually agreed upon by the local Union and plant Management, or when local plant management determines the observance will have the least impact on plant operations. Flags will be flown at half staff to mark this occasion.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 4

## **STATEMENT ON CHILD CARE**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

In October of 1986, the Company and the Union established a GM-CAW Study Group, in conjunction with the Master Affirmative Action Committee, for the purpose of responding to increasing concerns related to child care issues.

During current negotiations the parties reaffirmed their mutual commitment to this concern and have agreed to meet and continue discussions relating to child care issues following current negotiations.

As a means of financing possible solutions, and as referenced in Appendix "H-1", arrangements may be made to utilize up to seven (\$.07) cents per hour worked from the Special Canadian Contingency Fund, if sufficient funds are available.

The parties further agreed that the specific child care related uses of such funds will be mutually agreed upon by the Company and the Union and shall be:

- to provide a subsidy of twelve (\$12.00) dollars per full day for dependent children age 0 through 6 attending a child care facility that is - licensed under the Day Nurseries Act, and - registered as a non-profit or co-operative. Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.
- to provide a subsidy of six (\$6.00) dollars per half day for dependent children age 0 through 6 attending such facilities as set forth above. Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.

- To provide a subsidy to a maximum of six (\$6.00) dollars per day for dependent children ages 6 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of: licensed not-for-profit before school, after school, or both before and after school care.
- to apply the benefit subsidy equally to all licensed, non-profit childcare centres and services, including in-home care and the CAW Oshawa and CAW Windsor Child Care Centres.
- capped at an annual maximum of two thousand four hundred (\$2400.00) dollars per year, per eligible child.

Administration of the benefit will be performed by a carrier agreed to by the parties. The carrier shall pay the applicable benefit directly to the child care provider. The company shall in no event pay more than 50% of the daily cost of child care.

The National Union CAW will work with existing licensed non-profit child care centres and services in an effort to extend their service to CAW members who work extended hours to cover shift work. During the life of this Agreement, up to one hundred and fifty thousand (\$150,000) dollars may be used from the Child Care Fund for such purpose provided that such amount shall not be used for bricks and mortar expansion or new construction.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



Doc. No. 5

**EMPLOYEE COUNSELLING PROGRAM**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

There is common recognition between the parties of the need to provide a support system for employees seeking assistance to handle personal problems which affect their performance in the work place. The Substance Abuse Program has proved its effectiveness for providing treatment, and counselling opportunities, for employees suffering from alcohol or drug abuse. Experience has shown that there are other types of situations where employees suffer from problems relating to emotional, medical, family, or financial difficulties, among others, which can be addressed through professional guidance and counselling.

During the 1984 Negotiations the parties agreed to undertake a joint program to provide counselling assistance to employees. The program is intended to assist employees to resolve personal problems. It is recognized that the local parties can best design a program to fit their specific needs. Accordingly, within ninety days following the effective date of this Agreement, each location under the Master Agreement may establish a joint employee counselling team consisting of one or two counsellors appointed by Management and one or two counsellors appointed by the President National Union CAW as specified on the chart contained hereinafter in this document. These counsellors will assist employees in dealing with personal problems. For the purpose of the Employee Counselling program only, employees shall be defined as active employees, employees on the sickness and accident benefit program (S&A), employees covered by the Workers' Compensation Board (W.C.B.), and employees receiving supplemental employee benefits (SUB). Employees in need of counselling assistance may be referred, on a voluntary basis, to

the Union Counsellor. Referrals may be made by supervisors, Union representatives, or by direct contact between the employee and the Union Counsellor.

In order to provide counselling, Union-appointed counsellors will be permitted to leave their regular work during straight time hours in accordance with the specified periods of time indicated for each bargaining unit location on the following chart:

<b>Number Of Employees At The Location</b>	<b>Number of Union Counsellors</b>	<b>Time Allowed To Function During Straight Time Hours</b>
1 - 199	1 Part Time	Up To 4.0 Hours Per Week As Required
200 - 1,999	1 Part Time	Up to 8.0 Hours Per Week As Required
2,000 - 9,999	1	Up to 40.0 Hours Per Week As Required
10,000 And More	2	Up to 40.0 Hours Per Week As Required

The Management-appointed Counsellor will provide assistance as required in a manner consistent with the time provided for the Union-appointed Counsellor.

To assure basic consistency, all local programs shall be developed within the framework of the following guidelines:

- 1.** A training program will be developed for supervisors and committeepersons to assist them to identify and refer employees to Counsellors.

- 2.** Community resources should be surveyed by members of the local counselling team to determine the availability of appropriate treatment facilities and the timeliness and cost of available treatment. Where facilities are unavailable, or where there are lengthy delays for appointments, the joint Counselling team should work within the community to upgrade the level of services and improve the timeliness of treatment.

3. Accurate statistics should be maintained to periodically measure the effectiveness of the program and make mutually satisfactory adjustments in the mechanics of the program. It is understood that records must be maintained in a confidential manner in the interest of each employee's privacy.

4. Involvement in the program is voluntary on the part of the employee.

5. There may be a need for occasional specialized professional services in some circumstances. The joint counselling team should examine the needs of the work force in this regard and make recommendations to Management regarding such special services.

6. The local joint counselling teams should participate, under the coordination of the National Union CAW and Divisional Staff, in the development of administrative guidelines for counsellors. Such guidelines should be reviewed and evaluated periodically to further assist the counsellors in providing effective assistance to employees.

It is recognized that employees with personal problems often are unavailable for work. An essential by-product of employee assistance is to enable the employee to remain at work or to return employees to work who are often absent.

As a result of discussions between the parties, it was agreed that Employee Counsellors will be provided with suitable office facilities and the necessary equipment and office materials required to perform their assigned responsibilities. Approval of requests for equipment and materials will continue to be the responsibility of the local Plant Management, who in consultation with the local Employee Counsellor(s), will assess any submitted requests and their applicability to the individual needs of the location.

The parties also discussed job related expenses, and agreed that such expenses, submitted on a General Motors of Canada Limited Employee Expense Report, will be reviewed and approved in accordance with the Company policies and procedures applying to employee travel and business related expenses. Employee Counsellors, upon prior approval by a designated Management representative, will be reimbursed for reasonable expenses incurred in the performance of their

assigned responsibilities under the program, providing acceptable documentation supporting such expenses is submitted. The Company also stated that the applicable mileage rate, used when claiming mileage for the use of a personal vehicle during regular working hours, recognizes the cost of fuel, vehicle wear and automobile liability insurance.

Furthermore, the parties agreed that Joint Employee Counselling meetings should be held at least three times a year. In advance of such meetings, a meaningful agenda will be jointly developed by the parties. These meetings should focus on training, networking activities, reviewing reports from each location and other matters jointly agreed upon by the parties.

If assistance is required by the local parties in the development of the program, or if there are problems which arise concerning implementation, such matters should be referred to the National Union CAW and Divisional Labour Relations Staff.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 6

**GM-CAW TRAINING REVIEW COMMITTEE**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the Company and the Union indicated their mutual interests in advancing the learning of employees through education and training. The parties agreed that employee training has positive effects on product quality and productivity and should provide opportunities for employees to expand their knowledge and improve their sense of accomplishment.

The parties indicated that many aspects of employee education and training require the cooperation and commitment of both the Company and the Union.

Accordingly, the parties have agreed to maintain a GM-CAW Training Review Committee comprised of five representatives from the Union, to be designated by the President National Union CAW, and five representatives from the Company, to be appointed by the General Director, Labour Relations for General Motors of Canada Limited. This Committee will meet on a quarterly basis.

The Training Review Committee will be responsible for the following:

- Review current training programs of each location
- Discuss and recommend training programs to reinforce basic employee skills
- Analyze long term training needs for employees

- Explore availability of external funding through Sectoral Councils, Training Boards and other government programs
- Establish links with educational and training institutions
- Encourage participation in joint training initiatives

In addition the Training Committee will be responsible for the development and implementation of programs supported by the Training Fund.

The Parties acknowledged that some programs, previously established, will continue during the term of the Collective Agreement. In addition to these programs, the parties identified the following for review by the Training Review Committee:

- Union Awareness IV
- Industry Overview IV
- Building Respectful Workplaces IV
- Women And Technology
- Health And Well Being II
- Community and Government Awareness III
- Pensions and Pre-retirement Planning I
- Building Respectful Workplaces for Union Leadership

The Training Review Committee may conduct other activities that will support employees in the advancement of their learning.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **DOCUMENT 6 - ATTACHMENT A**

### **TRAINING REVIEW COMMITTEE ADMINISTRATION**

During the current negotiations the parties reaffirmed their commitment to training which focuses on the development of employee skills and awareness training activities through training activities developed and delivered under the auspices of the Training Review Committee.

Administration arrangements developed subsequent to the 1996 negotiations in conjunction with the implementation of this joint initiative are as follows:

#### **Membership:**

The Committee is comprised of five representatives from the Union and five representatives from the Company. It is understood that it may be appropriate for others to periodically attend Committee meetings.

#### **Approvals and Administration:**

Separate accounting and administration processes have been established to administer and control disbursements from the Fund. All disbursements are reviewed and approved by the President's Office for the Union and Divisional Labour Relations for the Company. A reporting mechanism has been established to monitor relevant Fund administrative and training expenses and a quarterly report outlining the financial status of the Fund will be provided to the Training Review Committee members for their information.

The parties agreed that up to eight (8) hours of funding can be used for fund administration activities. The total amount of administrative course development and program delivery will not exceed the total value of the fund. The decision to continue the Fund beyond the term of the Collective Agreement, as well as the disposition of any unspent funds from the current Training Fund, will be a matter for negotiations between the parties.

The National Union has appointed two National Training Coordinators and two Resource Coordinators who will interface with the Training Review Committee.

Costs associated with the Resource Coordinators positions will be split equally between Ford, GM and Daimler Chrysler.

**Trainers:**

Instructor techniques, delivery methods, and the training hours for each program will all be factors in determining the number of trainers that will be required. These determinations are an appropriate subject for the Training Review Committee. Trainers will be jointly reviewed and assigned by the National Union and the Company. While on a training assignment, trainers will continue to be compensated at their regular hourly wage rate, including COLA.

Due to the variation in training schedules, program content, duration and application to various segments of the workforce, it is anticipated that all training assignments will be on a part-time basis. There may, however, be circumstances when the utilization of a full-time trainer may be considered.

**Training Schedules:**

The ability to commit to and execute training schedules can be influenced by a number of factors, which were examined in detail during our discussions. Both parties agreed that mutually satisfactory solutions will be essential to the long-term success of this program. In the event that such issues cannot be resolved locally, they may be referred to the Training Review Committee or the National Union and Divisional Labour Relations.



## **DOCUMENT 6 - ATTACHMENT B**

### **TRAINING SCHEDULE – SUFFICIENT NOTICE**

During the current negotiations the parties discussed their mutual interests in advancing the education and training of employees. In the course of discussions, it was agreed that such programs, particularly those developed and supported through the Training Fund, promote employee interest in greater learning.

During discussions, the Union indicated a concern with the negative consequences that would result from a lack of sufficient notice to employees scheduled to participate in the current workplace training program.

The Company assured the Union that increased effort will be made to avoid these situations and provide timely notice to participating employees. It is understood that absenteeism, breakdowns and other unforeseen and unusual circumstances may affect the Company's ability to meet the intent of this understanding.

The Local Training Committees will meet to address each locations unique scheduling difficulties. Solutions will be developed to maximize the success of their efforts to insure satisfactory class sizes, such as pre-scheduling or provision for suitable training replacements. If the local training committee is unable to agree on a plan to expeditiously complete the training, the matter will be referred to the Training Review Committee.

The parties also reaffirmed the levels of cooperation and commitment required of both Company and Union to support education and training programs.

Doc. No. 7

## **LEARNING SKILLS PROGRAM**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the value of providing support and assistance to employees who wish to improve their ability in reading, writing and mathematics.

As a result of these discussions, the parties agreed that the GM-CAW Training Review Committee will review existing programs available from educational institutions, government agencies, the CAW and other organizations with expertise in providing instruction in these subject areas. The purpose of this review will be for the Committee to recommend existing courses that could provide employees the opportunity to improve their ability in reading, writing, and mathematics. In addition, the Committee will investigate and recommend existing programs that provide employees the opportunity for learning French or English as a second language.

In the event the desired programs are not available for employees at a particular plant location, the Committee will seek the involvement of appropriate outside organizations to establish these programs. The Committee will also explore the availability of government funding to finance the administration and delivery costs of learning skills programs.

Furthermore, the Committee will develop means to inform employees of the existence of learning skills programs and encourage their participation by using appropriate means of communications.

It is also understood between the parties that the Learning Skills Program will be a voluntary program, available for employees to attend during their non-working hours.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **DOCUMENT 7 – ATTACHMENT A**

### **ADMINISTRATION OF BASIC LEARNING SKILLS PROGRAM**

During the current negotiations, the Company and the Union agreed, in accordance with the provisions of the attached Document (#7), to provide the B.E.S.T. (Basic Education for Skills Training) Program at the following General Motors of Canada Limited locations:

- Oshawa
- St. Catharines
- Woodstock
- Windsor Transmission

The parties agreed that the B.E.S.T. program would be established within the following guidelines:

- the program will focus on basic literacy and English as a second language
- the program is of thirty-seven (37) weeks duration consisting of four (4) hours of class each week
- a minimum of one (1) class and a maximum of (4) classes will be conducted at each location
- the class size will be limited to a minimum of six (6) participants and a maximum of twelve (12) participants
- the local parties will determine the appropriate class schedule and timing, based on plant production schedules
- the local parties will develop an awareness program to inform employees of the program
- the local parties will promote the program and recruit and assess the participants
- program will be available on a voluntary basis
- fifty (50) percent of employee's class-time will be compensated at straight-time rates. Compensated class-time shall not qualify a person for benefits such as, but not limited to short work week

- the program instructor(s) will be selected by the Local Plant Chairperson from the existing workforce for each location as follows:

Windsor Transmission	2
Woodstock	1
St. Catharines	3
Oshawa	4

- the Company will cover the cost of the instructor's lost wages at straight time rate during the B.E.S.T. Program two (2) week train-the-trainer course.
- the instructor will be paid on a straight time basis for in-classroom hours, in addition to one (1) hour of paid preparation time for every four (4) hours of in-classroom time
- the Company will provide suitable facilities, equipment, classroom materials and other supplies associated with program administration; and
- the parties agreed that a request for additional classes beyond the maximum provided will be the subject of a meeting between the Local Plant Chairperson and the Personnel Director at the location.

The GM-CAW Training Review Committee will review and monitor the results of the program.

The parties agreed that it may be necessary to discuss mechanisms for the replacement of participants in order to avoid any negative impact on quality or efficiency of operations.

Furthermore, the parties agreed to seek government funding in support of the program.

Any problems arising from the implementation of this pilot program will be discussed between the National CAW and Divisional Labour Relations.

Doc. No. 8 - Deleted - 2009 Negotiations

**Document 8 – Attachment A - Deleted - 2009 Negotiations**

Doc. No. 9

**CAW LEADERSHIP TRAINING PROGRAM**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations the parties have discussed the labour education program developed by the Union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of Company financial support of this program. This program, currently known as the CAW Leadership Training Program (P.E.L. Trust), has received contributions from the Company since March of 1980.

In recognition, therefore, of the contributions this program can make to the improvement of the Union/Management relationship and toward more effective administration of the Collective Agreement, the Company agrees as hereinafter set forth to making a grant to the CAW Leadership Training Program (P.E.L. Trust), herein called the "P.E.L. Trust".

The tax deductibility of past Company contributions to the P.E.L. Trust was confirmed in a favorable Income Tax ruling from the Canada Revenue Agency dated May 20, 1981. Provided that Company contributions to the P.E.L. Trust, as set forth below, shall continue to be tax deductible, pursuant to the said Tax Ruling, the Company will make quarterly contributions to the P.E.L. Trust, equal to seven cents (\$0.07) for each hour worked in the preceding thirteen (13) week period. Such quarterly contributions will be made available from the Special Canadian Contingency Fund pursuant to the provisions of the Memorandum of Understanding covering Special Canadian Contingency Fund. The contributions will be payable on the following dates:



<u>Hours Worked</u> <u>From</u>	<u>Hours Worked</u> <u>To</u>	<u>Payment Date</u>
<u>09/29/08</u>	<u>12/28/08</u>	<u>01/31/09</u>
<u>12/29/08</u>	<u>03/29/09</u>	<u>04/30/09</u>
<u>03/30/09</u>	<u>06/28/09</u>	<u>07/31/09</u>
<u>06/29/09</u>	<u>09/27/09</u>	<u>10/31/09</u>
<u>09/28/09</u>	<u>12/27/09</u>	<u>01/31/10</u>
<u>12/28/09</u>	<u>03/28/10</u>	<u>04/30/10</u>
<u>03/29/10</u>	<u>06/27/10</u>	<u>07/31/10</u>
<u>06/28/10</u>	<u>09/26/10</u>	<u>10/31/10</u>
<u>09/27/10</u>	<u>12/26/10</u>	<u>01/31/11</u>
<u>12/27/10</u>	<u>03/27/11</u>	<u>04/30/11</u>
<u>03/28/11</u>	<u>06/26/11</u>	<u>07/31/11</u>
<u>06/27/11</u>	<u>09/25/11</u>	<u>10/31/11</u>
<u>09/26/11</u>	<u>12/25/11</u>	<u>01/31/12</u>
<u>12/26/11</u>	<u>03/25/12</u>	<u>04/30/12</u>
<u>03/26/12</u>	<u>06/24/12</u>	<u>07/31/12</u>
<u>06/25/12</u>	<u>09/23/12</u>	<u>10/31/12</u>

The Union will co-operate fully in providing the Company with all documents regarding The CAW Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program as described by the Union during these negotiations. Annually the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust, and this letter.

An educational leave of absence for participation in the Union's Leadership Training Program will be granted by the Company in accordance with the provisions of the Master Agreement to seniority employees designated by the President National Union CAW on four (4) weeks' advance written notice to the Director of Labour Relations for the Company specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the current Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Accepted and Approved:

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

By: Basil "Buzz" Hargrove,  
President National Union CAW

Doc. No. 10

## COLA - CALCULATION

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove,  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

This letter is to confirm certain agreements reached by General Motors of Canada Limited and the National Union CAW, regarding the calculation of the Consumer Price Index and the Cost of Living Allowance adjustment pursuant to this Agreement.

It was agreed that beginning with the month of February, 2012, the monthly Consumer Price Index shall be calculated using the Consumer Price Index (2002=100) for February, 2012, published (in March 2012) by Statistics Canada. The adjustment in the Cost of Living Allowance effective June, 2012, will be constructed on the basis of a one (\$0.01) cent adjustment in the Cost of Living Allowance for each .038 change in the Average Index.

In calculating the three-month average Index in accordance with Paragraph (103) of the new Master Agreement, the three-month average Index shall be rounded to the nearest 0.1 Index point using the Engineering Method of Rounding as described in the attachment to this letter.

In applying the provisions of Paragraph (104) of the new Master Agreement, the Company shall prepare a notification letter to the Union setting forth the appropriate Consumer Price Indexes for each of the three months calculated in accordance with the provisions of this Letter of Understanding. This notification letter will be prepared and sent to the Union after publication of the appropriate Consumer Price Indexes for the third month used for each adjustment period in accordance with Paragraph (103) of the new Master Agreement.

If the Union claims that the Company's calculations in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may refer the matter to Step Four, Paragraph (31)(e), of the Grievance Procedure set forth in the new Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**Document 10 – Attachment A**

**ENGINEERING METHOD OF ROUNDING**

The following rules of rounding shall apply:

- 1.** If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.
  
- 2.** If the leftmost of the digits discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.
  
- 3.** If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

Doc. No. 11

**CLASSIFICATION REVIEW COMMITTEE**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties agreed to establish a Classification Review Committee to review classification disputes. The committee will be comprised of a representative of the Company's Divisional Labour Relations staff, and a representative of the National Union staff.

The parties discussed the application of this document and agreed that a procedure be set in place to assist in the review of classification disputes.

The parties further agreed it would be beneficial to focus the dispute through a joint stipulation of facts at the third step of the Grievance Procedure.

The case record will contain:

1. The job description and associated wage rate as of the effective date of the Master Agreement, under which the grievance was submitted.
2. Any additions, deletions or alterations to the job functions since the effective date of the Master Agreement.
3. In the case of a new classification dispute as described in Paragraph 98 of the Master Agreement in addition to the above, the case record should include a chronology of events listing meeting dates, attendees, the temporary rate and classification established, and classifications which were deemed as unsuitable for the inclusion of the work in question.

4. Any other background facts which would be germane to the instant case.

Once the case record described above is assembled, the subject grievance should proceed through the Grievance Procedure and if discussions at the appeal step of the Grievance Procedure fail to resolve the dispute, such grievance will be referred to the Classification Review Committee.

Should the Classification Review Committee be unable to satisfactorily resolve a grievance referred to it, such grievance will re-enter the Grievance Procedure in accordance with Paragraph 33 of the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 12

**JOB SECURITY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President, National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the ongoing structural changes that are taking place in the North American Automotive industry. The discussions between the parties focused on two key aspects of this issue, the need to maintain General Motors of Canada as a manufacturer of outstanding quality products in the North American Market, and to ensure that employees who contribute to the success of the Company have their jobs and incomes protected when restructuring actions are taking place.

The parties agreed that the following provisions will apply in the event that a restructuring or productivity related action may result in permanent job losses.

These permanent job losses are those occasioned by specific actions taken by the Company. The introduction of new technology, outsourcing, sale of part of the Company or consolidation of operations are actions that would be covered by this agreement. This agreement is not applicable to normal cyclical fluctuations in scheduling and market demand, and production standards adjustments, nor does it replace the ongoing discussions which normally occur at the local level concerning such events.

The parties agreed that when management is considering the implementation of restructuring actions that would result in permanent job loss, management will give written notice to the Chairperson of the Local Union, with a copy to the National Union CAW representative. In the case of a plant closure, the notice will be given one (1) year in advance and in the case of a potential permanent job loss, in situations related to a



restructuring, a six (6) month notice will be given. The information supplied to the Union will include the number of employees who could potentially be impacted and the rationale for the decision.

This information will be considered confidential and will be for the use of the parties in conducting discussions under the provisions of this agreement.

It is also understood that there are occasions such as when a sale of part of the Company or job loss related to other restructuring is being contemplated, that it may not be practical to adhere to the above time limits. Actions related to the installation of new equipment as a result of a machine breakdown or plant rearrangement necessitated as a result of an Act of God or other causes beyond the control of the Company were identified as examples. In such instances the Company will advise the Union as far in advance as possible of the pending action and will provide the reasons why the full notice period cannot be met. In such cases, every consideration will be given to delaying the implementation of the action until such time as the notice period has been fulfilled. This commitment is made, giving full recognition that plant operational effectiveness, the degree to which Company resources can be allocated to further capital expenditures and changes which enhance job opportunities and the long-term viability of the unit are important considerations that must be assessed.

Following the issuing of the notice, the parties will meet to discuss opportunities to retain or replace the jobs which are being discontinued, with the objective of the parties being the retention of the jobs in question. The Union will have thirty (30) days from the date of notice to make proposals regarding the retention or replacement of the jobs in question.

If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the required reductions.

It was agreed that notwithstanding the provisions of the Local Seniority Agreements, the following process will be implemented and the benefit entitlements will be provided under three separate situations:

- 1) The closure of a stand-alone plant;
- 2) The closure of a multi-plant site plant;
- 3) Restructuring actions resulting in permanent reduction of the workforce.

For the purpose of this agreement the following plants are considered stand-alone plants; Windsor Transmission, London, and Woodstock. The following are considered multi-plant sites; Oshawa and St. Catharines.

Multi-plant sites reference those locations where the Bargaining Unit encompasses more than one physical plant in the same geographical area.

Stand-alone plants reference those locations where the Bargaining Unit is restricted to a single plant.

The separate situations are detailed as follows:

#### Plant Closing

### **1. Stand-Alone Plants**

#### **A. Prior to Closure**

As closure approaches and operations begin to wind down, employees who upon exhaustion of the employee's entitlement for CSUBenefits would be eligible to retire under Article I, Section 2(a)(1), (2) or (3) of The General Motors Canadian Hourly-Rate Employees Pension Plan (the Pension Plan), will be offered layoff followed by immediate retirement upon exhaustion of CSUBenefits, or if eligible, may retire immediately and receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Allowance Option - Job Security of Exhibit C and a \$20,000 vehicle voucher.

Employees who are age 55 or older but less than 65 and who have ten or more years of credited service (including any such employees who meet the retirement eligibility requirements set out above) will be offered immediate retirement under Article I, Section 2(b) of the Pension Plan, and shall be eligible to receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Allowance Option - Job Security of Exhibit C and a \$20,000 vehicle voucher.

Employees who are age 50 or older but less than age 55 and who have 10 or more years of credited service at the date of closure and are not eligible to retire, except as provided under Article I, Section 2(a)(3), will be offered benefits under the Pre-Retirement Income Maintenance Program (PRIMP), and be eligible to receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Allowance Option - Job Security of Exhibit C, upon commencement of PRIMP benefits and a \$20,000 vehicle voucher.

**B. At closure**

At time of closure, remaining employees including eligible employees who declined to elect immediate retirement or PRIMP, under A. above, will be placed on layoff. Eligible employees may apply upon layoff for a lump sum payment under the Voluntary Termination of Employment Plan (VTEP).

Any laid off employee who elects not to apply immediately for VTEP, due to retirement or PRIMP eligibility, or is ineligible for VTEP on last day worked prior to layoff will:

- (i) be offered employment at other Company facilities in accordance with the parties understanding on preferential placement outlined herein;
- (ii) if eligible, receive Regular Benefits under the Supplemental Unemployment Benefit (SUB) Plan until exhaustion, or any time during the employee's eligibility period, elect to forego such Benefits for a lump sum payment, if eligible, under the Voluntary Termination of Employment Plan;
- (iii) upon exhaustion of Regular SUBenefits, if eligible, qualify for IMP and/or PRIMP Benefits under the Income Maintenance Benefit Plan, and/or a lump sum payment under the Voluntary Termination of Employment Plan; or
- (iv) receive PRIMP benefits and/or retire under the provisions of the Pension Plan, provided the employee's seniority is not broken under Paragraph (54) of the Master Agreement.

## **2. Multi-Plant Sites**

### **A. Prior to Closure**

On a site-wide basis, separately for skilled trades and non-skilled employees and for skilled employees, by trade, before closing layoffs are affected, the number of employees in the workforce will be reduced by:

(1) Laying off employees with hire or rehire dates on or after the date closing was announced:

(2) Offering the opportunity to be placed on layoff, with eligibility for Regular SUBenefits, to employees who upon exhaustion of entitlement for CSUBenefits would be eligible to retire under the Pension Plan, as follows:

(i) Article I, Section 2(a)(3);

(ii) Article I, Section 2(a)(2);

(iii) Article I, Section 2(b),

(excluding those who may be in (i) or (ii) above);

or, if eligible, may retire immediately and receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Allowance Option - Job Security of Exhibit C and a \$20,000 vehicle voucher.

(3) Offering the opportunity to be placed on layoff, with eligibility for Regular SUBenefits, to employees who upon exhaustion of entitlement for CSUBenefits would be eligible to retire under Article I, Section 2(a)(1) of the Pension Plan:

and

(4) Offering employees who have 5 or more years (excluding those in (2) above) an opportunity to apply for VTEP.

If the total number of employees who accept an offer under (2), (3), or (4) above, combined with the number of employees laid off under (1) above, exceeds the number of jobs that will be permanently lost due to the closing, individual elections under (2), (3), and (4) will be effected in seniority order until the resulting number of separations equals the expected job loss.

## **B. At Closure**

At time of closure, the reduction in force provisions of the Collective Agreement will be implemented. Eligible employees may apply immediately upon layoff for a lump sum payment under VTEP.

Any laid off employee who elects not to apply immediately for VTEP or is ineligible for VTEP on last day worked prior to layoff will:

- (i) be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement outlined herein, or be eligible for recall to work at a plant in the same unit, whichever may occur first;
- (ii) if eligible, receive Regular Benefits under the SUB Plan until exhaustion, or any time during the employee's eligibility period, elect to forego such Benefits for a lump sum payment, if eligible, under the Voluntary Termination of Employment Plan;
- (iii) upon exhaustion of Regular SUBenefits, if eligible, qualify for IMP Benefits under the Income Maintenance Benefit Plan and/or a lump sum payment under the Voluntary Termination of Employment Plan;
- or
- (iv) retire under the provisions of the Pension Plan, provided the employee's seniority is not broken under Paragraph (54) of the Master Agreement.

## **Restructuring**

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, the following steps will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

- (1) Employees who have not attained seniority will be separated:
- (2) If the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees will be offered the opportunity to be placed on layoff with eligibility for Regular SUBenefits to employees who, upon exhaustion of entitlement for

CSUBenefits, would be eligible to retire under the Pension Plan, with the offers occurring in seniority order in the following retirement eligibility sequence:

- (i) Article I, Section 2(a)(3);
- (ii) Article I, Section 2(a)(2);
- (iii) Article I, Section 2(b),  
(excluding those who may be in (i) or (ii) above);

or, if eligible, may retire immediately and receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Option - Job Security of Exhibit C and a \$20,000 vehicle voucher, until the combined number of separations pursuant to each preceding step is equal to the number of jobs that will be permanently lost. If at the time of the workforce reduction there are employees with less than one (1) year of seniority at work, eligible employees will only be offered the option of an immediate retirement.

(3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, eligible employees will be offered the opportunity to be placed on layoff with eligibility for Regular SUBenefits to employees who, upon exhaustion of entitlement for SUBenefits, would be eligible to retire under Article I, Section 2(a)(1) of the Pension Plan. If at the time of the workforce reduction there are employees with less than one (1) year of seniority at work, eligible employees will only be offered the option of an immediate retirement.

(4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, eligible employees will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.

These actions will be taken and administered first at the affected plant and then on a site-wide basis at multi-plant sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Agreement will be implemented.

Following the notice of a restructuring event, and if, after steps (1) through (4) above have been completed, the number of separations achieved is less than the number of jobs lost then the difference between the number of separations and the jobs lost will be accumulated as a reserve. The Company will repeat steps (2) through (4) every six (6) months, or earlier by mutual agreement among the parties, during any period in which employees with recall rights at the affected location remain on indefinite layoff until the number of additional separations equals the lesser of the reserve or the number of employees on indefinite layoff.

In addition, the Company and the National Union CAW may through mutual agreement, implement steps (2) through (4) at other Company locations during any period of time when the number of required separations has not been achieved at a specific plant location. If the parties elect to implement steps (2) through (4) at other Company locations then the reserve of the specific plant location will be decreased by the number of separations accepted at other Company locations.

The above commitments were executed in a spirit that recognizes the need to ensure that General Motors of Canada operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve our shared objective of maintaining General Motors of Canada as a viable entity in the North American automotive market.

The parties agree that disputes relating to the application, alleged violation or interpretation of Document 12 or the Attachments to Document 12 may be subject to the grievance procedure under the Master Agreement.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

C.A. Ollila  
General Director, Labour Relations

Accepted and Approved:

Mr. Basil "Buzz" Hargrove,  
President, National Union CAW

**DOCUMENT 12 – ATTACHMENT A**  
**SABBATICAL LEAVES**

GENERAL MOTORS OF CANADA LIMITED

During the course of the current negotiations, the parties discussed situations where an employee requests a leave of absence to explore career opportunities outside of General Motors. It was recognized that such leaves may be beneficial to the employee at a time when employees at such location are either on permanent layoff or have been notified of an impending permanent layoff.

Accordingly, the parties agreed that where such circumstances exist, employees may request a personal leave of absence in writing to the Employment office at their location. Such leaves may be granted by Management after considering all attendant circumstances.

Such personal leaves of absence may be granted once during an employee's employment period for up to one (1) year. Such leaves will not be extended or renewed.

Employees granted a leave of absence under these provisions may be allowed to return to work, seniority permitting, before the expiration of the leave, providing notice is received by Management as far in advance as possible. Seniority will accumulate for the duration of their leave of absence except as provided for under paragraph 54 (g) of the Master Agreement.

In the event that an employee returns to work following the expiration of the leave of absence, the employee will displace the junior employee in the plant.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



**DOCUMENT 12 – ATTACHMENT B**

The parties agreed that where two or more employees from a stand alone closed plant, with a seniority date corresponding to the date on which the plant closing was announced, transfer to the same location pursuant to the Preferential Hire provisions of Document 12 and that when seniority is a determining factor in the administration of the Local Seniority Agreement at the receiving plant, the method of "tie breaking" the seniority for these employees will be their seniority at the stand alone closed plant unless the local parties have agreed otherwise.

**DOCUMENT 12 - ATTACHMENT C**  
**OPTIONS CHOICE FOR PERMANENTLY LAID-OFF**  
**EMPLOYEES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed situations where employees, permanently laid off at their location as a result of an event under Document 12, find work in accordance with the preferential hire document at another location covered by the Master Agreement and within five (5) years of their original layoff date such employees are permanently laid off without expectation of recall.

Management agrees that under these circumstances, those employees will be given the option to remain on layoff from the last location at which they were employed or to exercise their rights under Document 12 available to them at the time of the original layoff.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**DOCUMENT 12- ATTACHMENT D  
REGARDING THE SALE OF THE  
LONDON LOCOMOTIVE OPERATION**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

This Memorandum confirms the discussions between the Company and the Union regarding the sale of the London Locomotive operation.

While the parties recognized these operations are sold to a Purchaser as an ongoing business, there was concern regarding the impact of the sale of the business on the affected hourly employees of the business. Therefore, this Memorandum outlines the resolution to issues regarding the transfer or employment of the hourly employees of the business from the Company to the Purchaser.

Stand-Alone Document 12 offers will be made available to the affected employees at the London Locomotive operation through to September 14, 2011. An initial 30 day window will be offered upon the transfer of the employees to the Purchaser as of October 1, 2005. Further 30-day “windows” will be offered biannually to these employees which concludes September 14, 2011, during which employees will have a final opportunity to accept this offer. The employee retirement dates will be scheduled so as not to disrupt the London Locomotive operation. Subject to a reduction for the number of employees who accept a preferential hire opportunity if the number of employees accepting this offer is less than 667, then the parties agree that unused offers shall be banked for future utilization.

For those employees who accept a Document 12 offer, the Company shall provide an additional \$5,000 to the amounts already provided under Exhibit D-2, Section 2(b).

The parties agreed that employees accepting a Document 12 offer in the initial window would not be eligible for employment with the Purchaser and/or General Motors. Employees accepting a Document 12 offer in a subsequent window would not be eligible for continued employment with the purchaser and/or General Motors.

Any affected employees who do not accept or are not eligible for a Document 12 offer will become employees of the Purchaser as of the effective date of October 1, 2005.

Employees who have unbroken seniority and who are on layoff or leave of absence as of the closing date, will be employed by the Purchaser upon expiration of their layoff or leave. For these employees, the closing date shall be deemed to be their actual date of employment with the Purchaser.

The Income Security Fund Maximum Company Liability, defined under Article VIII, (19) of Exhibit C-1 shall be prorated under the Purchaser's plan, based on the portion that the number of employees employed by the Purchaser bears to the sum of all GM-CAW employees as of the closing date. The sum of the GM-CAW employees, for purposes of the calculation, shall include the employees employed by the Purchaser.

The Purchaser will be a successor employer of the affected hourly employees. The employment of the affected employees with the Company will conclude as of October 1, 2005 for all purposes under the Collective Agreement, the Labour Relations Act, and the Employment Standards Act or otherwise. Notwithstanding the above, the Company will provide the affected employees the entitlements set out herein.

Affected employees will be allowed to retain their current privileges under the Employee Vehicle Purchase Program up to October 1, 2011.

With respect to any programs or plans which affected employees are accessing at the closing of the sale of the business, such as the Legal Services Plan (Exhibit F) or the Tuition Refund Program (Document No. 8 of the Master Agreement), each affected employee will be entitled to complete anything started prior to October 1, 2005 and any associated liabilities shall remain the responsibility of the Company.

Employees who are included in the initial consideration for a Document 12 offer, and who commit to exercising their option to accept a Document 12 offer prior to September 14, 2011, but who attain the age of 65 and have been unable to retire at an earlier date due to Electromotive Canada's inability to accommodate their request, shall be provided \$70,000.00.

Any affected employee who is employed by the Purchaser and who wishes to pursue re-employment with the Company will, upon written application to GM, be eligible for preferential hire employment consideration at GM plants for a period of time equal to the employee's seniority as of October 1, 2005. Employees accepted as preferential hires shall have "date of

entry” seniority at the hiring location. In conjunction with this provision, a relocation allowance of up to \$5000 shall be provided under the provisions of the Master Agreement to facilitate this offer.

In special consideration of these specific circumstances, the Company committed to guarantee that in the event the Purchaser ceases doing business on or before December 31, 2008 and the Purchaser has insufficient resources to honor the liabilities associated with Document 12 of the Master Agreement, Exhibits A (including any additional liabilities incurred as a result of a total or partial plan windup), B, C, D, F, and G, the Company [after all other resources, including public governmental, and insurance resources (e.g. in the case of pension liabilities, the Pension Benefits Guarantee Fund) have been utilized] will be secondarily liable for such benefits.

The GM Pension Plan and Purchaser’s Pension Plan (“the Plans”) will recognize credited service granted under the other Pension Plan for “eligibility” purposes. These provisions will be applicable for periods of re-employment by the Company through preferential hire application, but will not extend to additional credited service provisions granted under either Plan.

Pension benefits received from the Plans will be on a pro-rata share, based on a percentage of the number of years of credited service accrued under the GM Pension Plan or Purchaser’s Pension Plan divided by the total years of credited service under both Plans as of the date of retirement, death or termination from the Purchaser or Company. Provided, however, that if the employee is entitled to a supplementary pension and/or a special allowance benefit, from more than one plan, based on the total “eligible credited service”, then the supplementary pension and/or the special allowance benefit will be co-ordinated between the GM Pension Plan and the Purchaser’s Pension Plan. These benefits will be paid from each respective plan, on a prorated basis (e.g. an employee retires with 35 years of credited service, where the first 25 years were earned from the GM Pension Plan and the next 10 years from the Purchaser’s Pension Plan- a benefit based on 30 years would be prorated and paid from the GM Pension Plan based on 25/35ths and from the Purchaser’s Pension Plan based on 10/35ths).

If the Purchaser grants the employee a benefit under Article I, Section 2(b) of the Purchaser’s Pension Plan, such retirement eligibility will not be recognized by the Company, unless the

Company concurs that the employee met the eligibility requirements of such a mutually satisfactory offer as specified in the GM Pension Plan. If the Company does not concur, but the employee is eligible for a voluntary retirement from the GM Pension Plan at the time, the Company will entitle the employee to benefits under the appropriate voluntary retirement provision on a pro-rata share basis.

If the Purchaser grants the employee a benefit under Article I Section 3 of the Plan, retirement eligibility shall only be recognized by the Company if satisfactory medical evidence is submitted to the Company that substantiates such eligibility. If the Company does not concur, but the employee is eligible for a voluntary retirement from the GM Pension Plan at the time, the Company will entitle the employee to benefit under the appropriate voluntary retirement provisions on a pro-rata share basis.

The GM Pension Plan (or the Company on an equivalent basis) shall recognize, for both accrual and eligibility purposes, credited service accumulated under the Purchaser's Pension Plan for employees who on the effective date of the sale are eligible to retire under the terms of the GM Pension Plan and who terminate from the Purchaser and elect to retire prior to December 31, 2008.

In any event, there shall be no duplication in the granting of credited service under the Plans.

At date of retirement, death or termination, benefits payable from the Company shall be based upon the provisions of the GM Pension Plan in effect on that date.

If any employee retires under the Plans and is subsequently re-employed by either the Company or the Purchaser on a regular, contract or other basis, then payment being made to such employee by the Plans shall be suspended until such employment ceases and the employee again retires.

For benefits accrued under the Purchaser's Pension Plan for the period ending December 31, 2008, if subsequent agreements do not grant past service increases to the same extent provided under the GM Pension Plan, the Company shall provide to the employee compensation representing the difference between the two benefits.

In addition, the Company agrees to assume the responsibility of Group Life Insurance and Health Care coverage upon retirement for any employee who is currently eligible to retire, or becomes retirement eligible under the provisions of Article I

(excluding Section 2(a)(4)) and is in receipt of a pension benefit from the Company, to the extent other GM pensioners receive coverage, up to September 14, 2011. The parties understand that in determining the amount of Basic Life Insurance and Continuing Life Insurance in retirement for such employees, the employee's base hourly rate in effect on retirement and the credited service accumulated while employed at GM and at the Purchaser, will be recognized under the GM Group Life and Disability Insurance Program.

The Company's obligation to the transferred employees at and following October 1, 2005 shall be limited to those agreed upon in this Memorandum of Understanding. The Union agrees that the Company and the Purchaser are not related employers. The Union and its Locals, on their own behalf and on behalf of their members agree not to commence or support any application for a determination pursuant to S.1(4) of the Ontario Labour Relation Act or any provision under Section 12 of the Employment Standards Act or any similar provision. The Union and its Locals on their own behalf and on behalf of their members agree not to take any steps in furtherance of such an application or determination.

All provisions stated in this Memorandum are applicable only to those employees of the Company who were affected by the sale. Any new individuals employed by the Purchaser shall have no attachment to the Company.

The parties agree that if unusual circumstances occur that were not contemplated at the time this Memorandum was agreed upon, the parties may discuss and resolve such circumstances.

The parties agree that this understanding is restricted in its application to the sale of the London Locomotive operation. It is entered into as a result of the attendant circumstances and does not establish a precedent for future bargaining.

B. Hargrove  
President National  
Union CAW

C.A. Ollila  
General Director, Labour Relations

Doc. No. 13

**SPECIAL CANADIAN ENHANCED JOB SECURITY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties reviewed at length the future business plans of the various GMCL operations and determined that an excess of employees will exist at many such operations. In an effort to address both parties concerns for the income security of affected employees, GMCL will offer the following opportunities:

- Retirements and Voluntary Termination of Employment Plan (VTEP) payments to be offered to active employees at locations as indicated below. The retirements will be provided in accordance with Article I, Section 2(a)(3) and 2(b) of The Pension Plan and will be enhanced with a lump sum payment of \$50,000 for Production and \$60,000 for Trades. In addition, a \$20,000 vehicle voucher will be provided. Such lump sum payment may be treated as a retiring allowance. The lump sum payments and associated vehicle voucher will be charged against the \$565 million Income Security Fund Maximum Company Liability established under Article VIII, (19) of Exhibit C-1.
- Maximum Company Liability established under Article VIII, (19) of Exhibit C-1.
- These offers will be allocated to each location as follows:

Oshawa	1400
St. Catharines	1050
Windsor Transmission	350
Woodstock	100

These allocations may be moved between locations to meet existing circumstances if agreed to by the National Union and Divisional Labour Relations.



- It is agreed that these offers will be used during the term of the 2008 Master Agreement.
- At the Oshawa location, consideration should be given to preferencing employees laid off from the Oshawa South Complex for openings created by these retirement and VTEP offerings.
- It is understood that these offers will not be made if they would otherwise result in new hires. Offers to skilled trade employees will be made by classification as identified by local management.
- Local parties will work together to determine the exact timing of these offers, considering the objective to provide the retirement and VTEP opportunities in an expedient manner while maintaining efficiencies of operations.
- If a seniority employee on layoff was granted SUB credit units under the provisions of this document under the 2005 Master Agreement, such employee may use the remaining balance of SUB credit units during the term of the 2008 Master Agreement based on the provisions under the 2005 Master Agreement. Placement services from a recognized placement firm will be offered to affected employees, if desired.

The following will apply to the above laid off employees during this additional period:

- Employee Vehicle Purchase Program privileges will be reinstated.
- Eligibility for the Legal Services Plan and Company paid health care and group insurance benefits, otherwise available during the initial 12 months of layoff, will be reinstated.
- The maximum duration of this entitlement will not exceed the term of the 2008 Master Agreement.
- All SUB benefits paid will be charged against the Income Security Fund Maximum Company Liability established under Article VIII, (19) of Exhibit C-1.

It is understood between the parties that all employment reductions achieved as a result of this document will be reflected in the community employment levels as referenced in Document No. 20 of the 2008 Master Agreement.

The parties agree that disputes relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 14

**PREFERENTIAL HIRING**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the placement of preferential hires at different Plant locations and the administration of preferential hire employment opportunities. The parties agreed that the process in effect did not appropriately identify interested preferential hire candidates and did not meet the needs of employees or the Company. Therefore, the parties have agreed that the administration of preferential hires would be revised to reflect the following application process:

(1) In a situation where there is a reduction in force at a Company plant which results in a seniority employee being permanently laid off without any expectation of recall by the Company, such laid off employee will be given preference over applicants who have not previously worked for the Company.

(2) To be eligible for preferential hire consideration, a permanently laid off employee shall make application at the location from which their layoff occurred. When making application, employees shall indicate the location(s) for which they wish to receive preferential hire consideration. Permanently laid off employees may make application to a specific location only once during their layoff period. Employees may add or delete locations during their layoff period.

(3) Such permanently laid off employees who make application will be offered employment opportunities, in Company seniority order, to permanent openings in locations identified by the employees.

(4) An employee accepting preferential hire to a plant location will be given a plant seniority date being the day they begin work at the new location.

(5) Preferential hire employment opportunities will be offered only where openings exist. It is understood between the parties that for the purpose of this document employee jobs performed by summer vacation replacements and temporary part-time are excluded from the definition of openings. An employee who is offered an employment opportunity and refuses the employment opportunity will not be eligible for further employment offers from that specific location for the duration of their permanent layoff period.

(6) Relocation allowance will be payable in accordance with paragraph 67 (c) (2) of the Master Agreement. If employees accept a preferential hire opportunity and relocation allowance is paid, the Company will not be responsible for any subsequent relocation allowances or expenses if they accept employment following a notice of recall to their former plant.

(7) A receiving plant will not be required to accept more than one percent of its existing population as preferential hires in any month. It is understood between the parties that this provision is not intended to permit the Company to hire new employees in lieu of making preferential hiring offers to employees who are entitled to job opportunities in accordance with this document.

(8) This procedure includes skilled trades employees and apprentices, but only insofar as employment opportunities in the applicant's trade or apprenticeship are concerned.

(9) Should apprentice training openings become available, apprentices will be transferred to those opportunities within the same apprenticable trade.

(10) The implementation of the preferential hire application process will be effective April 1, 2000. Employees on permanent layoff status prior to such date will be advised of the applicable changes. An extension to the above date may be mutually agreed upon by the parties.

(11) It was mutually agreed that the problems concerning the application of this preferential hire procedure may be referred to the Divisional Labour Relations staff and the National Union CAW for prompt resolution.

The parties agree that disputes relating to the application, alleged violation or interpretation of Document 14 or the Attachments to Document 14 may be subject to the grievance procedure under the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **DOCUMENT 14- ATTACHMENT A**

### **PREFERENTIAL HIRING**

For the purpose of administering Document 14 attached to the Master Agreement (Preferential Hiring Statement of Policy), it was agreed that Preferential Hire applicants for Skilled Trades employment opportunities would undergo pre-employment assessment solely for the purpose of determining the skilled trade classification in which the individual's qualifications are applicable.

Preferential hire applicants for apprentice employment opportunities will be evaluated by the Local Apprentice Committee at the receiving plant to determine the relevance of each applicant's prior training and experience to the apprentice program at the receiving plant.

Preferential Hire applicants for employment opportunities other than Skilled Trades and apprentices will generally not be required to undergo pre-employment Assessment Centre evaluations. Exceptions to this general rule will occur in the case of evaluations related to the specific job requirements of the employment opportunities under consideration. Such exceptions requiring job specific evaluations include Preferential Hire applicants for:

- All unskilled employment opportunities at the Woodstock Parts Warehouse, where written tests, including a mathematics test, are required

In addition, there may be other employment opportunities where Management may decide, in the future, that pre-employment Assessment Centre evaluations are required. Future Management decisions in this regard will be reviewed with the staff of the National Union CAW.

Doc. No. 15

**EMPLOYEE MOVEMENT - MULTI-PLANT SITE  
LOCATIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the course of the current negotiations the Company and the Union discussed the problem of employees being permanently displaced from their shift arrangement or from their seniority group due to a temporary layoff occasioned by a part shortage or other unforeseen circumstances. Specifically, the parties reviewed situations where there was no intent to permanently reduce the workforce, however, the application of the timing of the Local Seniority provisions forced the parties to effect the displacement of employees even though the layoff was short term and due to circumstances beyond local management's control.

The parties recognize that the unnecessary movement of people not only disrupts employees but also has a negative impact on quality and customer satisfaction. Therefore, the parties agree that when temporary layoffs are occasioned by part shortages or other short term unforeseen circumstances the Plant Chairperson, Plant Personnel Director, National Union CAW and Divisional Labour Relations shall execute a Memorandum of Understanding which outlines the attendant circumstances and what if any modifications would be made to the local seniority agreement. The Memorandum of Understanding will also include the probable duration if such an assessment can be made.

Furthermore, the parties recognize that it may become necessary to level the plant if the cause of the temporary layoff continues beyond the timeframe anticipated by the parties. The parties shall meet to review such situations.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 16

**MEDICAL STANDARDS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed problems encountered by some employees meeting medical standards when transferring from one General Motors location to another pursuant to Paragraph (67)(a) or being hired pursuant to Document No. 14 (Preferential Hire) of the Master Agreement.

This letter will confirm the Company's intention to apply comparable medical standards at all plant locations covered by the provisions of Paragraph (67)(a) and Document No. 14. However, it is recognized that in some instances, due to the physical aspects of certain operations, the plant medical director may find it necessary to restrict an individual, based on medical evidence, because of the specific requirements of a job.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



Doc. No. 17

**CONTENT LETTER**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the course of the 1993 negotiations the Company and the Union held extensive discussions concerning the business and social consequences appendant to the issue of marketplace accessibility, content and sourcing within the context of a global automobile industry.

In these discussions the parties recognized the fundamental structural changes that are taking place in the industry and the need to ensure the Company's operations remain competitive, on an international basis if employment opportunities are to be maintained in Canada.

Consistent with our mutual desire to utilize the full range of employee's abilities to contribute to these objectives, the Company agrees to work with the Union in the exploration of measures which may enhance the potential to maintain employment opportunities equivalent to those now encompassed by the total of all plants covered by the Master Agreement adjusted for the impact on employment of plant closing, outsourcing and restructuring actions which were communicated to the Union during the life of the 1990 collective agreement.

In addition, the Company joins the CAW in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes and support the economy of the market in which they sell. As you know, the Company has for decades based its operations throughout North America on this very principle. We believe that, over the long run, no alternative policy can prevail if there is to be fairness and balance among the major trading nations of the world. As

evidence of its commitment to these "Auto Pact" principles, the Company's Canadian value added in 1992 exceeded seventy-five percent (75%) of its Canadian domestic vehicle sales. Given the scope of its current operations in Canada and considering cyclical fluctuation in scheduling and market demand, the Company affirms its expectation these principles will be maintained.

The Company commits to support acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive and parts manufacturing workers.

It is believed that the principles expressed in this letter will contribute significantly to our cooperatively working together to provide employees in Canada with improved employment security.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 18

**JOB COUNSELLING AND PLACEMENT ASSISTANCE  
PROGRAM - EMPLOYEES PERMANENTLY LAID OFF  
AS A RESULT OF PLANT CLOSING**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

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

The parties agreed that the following provisions are applicable to an Adjustment Committee established hereunder:

1. One Adjustment Committee will be established for each plant city in which a Plant Closing has been announced;
2. The number of Adjustment Committee members will be determined by mutual agreement between the local parties subject to the approval of the National Union CAW Office and the Divisional Labour Relations Staff. Management members on the Adjustment Committee will be appointed by the Personnel Director and Union members will be appointed by the Local Chairperson of the Shop Committee. In addition, one alternate Union representative will be appointed by the Chairperson of the Shop Committee. Such alternate will function on the Adjustment Committee in the event that one of the Union appointed representatives quit the Adjustment Committee;

3. Each Adjustment Committee will be responsible to seek financial assistance from the Federal and applicable Provincial Government agencies.
4. Each Adjustment Committee will provide a needs assessment program for employees who are scheduled to be permanently laid off as a result of Plant Closing. The needs assessment program will be paid for by the Company and will take place on Company time. Employees going through the needs assessment process will receive up to one (1) hour of assessment time. Each Adjustment Committee will decide the appropriate method to deliver the needs assessment program at their location.
5. Members of the Adjustment Committee, including the alternate Union representatives will be provided with a three (3) day training program on Adjustment Committee activities. The above described training will be conducted on Company time and will be paid for by the Company. The Personnel Director and the Chairperson of the Shop Committee will select the appropriate training program and decide the best method to deliver the training while giving consideration to factors such as maintaining the efficiency of operations.
6. Union appointed members of the Adjustment Committees will, with twenty-four (24) hours advance notice to supervision, be authorized to leave their work to attend Adjustment Committee meetings and perform other Adjustment Committee activities, as determined by the Adjustment Committee.
7. An Action Centre will be established for each Adjustment Committee and the equipment necessary to operate such Action Centre will be provided by the Company after review with the Personnel Director of each location.
8. A full time Union Coordinator will be appointed by the Union from within the bargaining unit and such coordinator will execute the mandates assigned by the Adjustment Committee. The Union Coordinator will be responsible for the Action Center and may be assisted by the other Union appointed representatives if deemed necessary by the Adjustment Committee. The Union coordinator will be paid from the Adjustment Committee budget. The respective Adjustment Committee will also be responsible to determine the need for secretarial support for the Action Centre.

- 9.** Tuition costs for employees taking basic upgrading courses such as English, Mathematics, Computer Awareness and Blueprint Reading will be paid in accordance with the provisions of Document #8 and the Letter attached to Document #8. Employees attending training as a result of Adjustment Committee activities will attend such training during their non-working hours,
- 10.** Near the time of plant closure, employees will be offered eight (8) hours of counselling/training. The scheduling of this counselling/training program will be subject to the approval of the Personnel Director and Chairperson of the Shop Committee.
- 11.** In addition to the above, each Adjustment Committee may decide to implement initiatives to enhance job opportunities for those permanently laid off employees.
- 12.** The Adjustment Committees are required to review their respective adjustment activities in accordance with the terms and conditions of the applicable Industrial Adjustment Service Agreement.
- 13.** Problems associated with the administration of this letter will be reviewed between the Personnel Director and the Chairperson of the Shop Committee for resolution.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 19

## **PLANT CLOSINGS AND VOLUME REDUCTIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed certain events such as plant closings and volume reductions.

The parties agree that each event is a unique event, based on the particular demographics and circumstances at the location at that time.

During previous plant closings, the parties have agreed to innovative ways of dealing with the situation, such as those developed for the Ste. Therese closing. It was determined that for future events the parties would continue to consider these options, as well as other alternatives to determine the most appropriate manner to deal with the particular situation.

For volume reductions, where the parties determine that the situation appears to be permanent, the parties will discuss alternatives to mitigate the impact of any layoffs. The resolution for these situations may include incentives such as lump sum payments, retirement enhancements and other non-cash incentives.

Each situation will be mutually discussed and agreed to by the parties at the time of the event.

In view of the current business situation and potential for further layoffs, the national parties have agreed to review the situation at the St. Catharines location, and take action, if warranted, at a time mutually requested by the local parties.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 20

**JOB SECURITY & WORK OWNERSHIP**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

Over the years, the Company and the Union have regularly addressed worker concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated programs to provide workers and their families with a measure of income security unparalleled in Canadian industry. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and the in-plant organization of work, the parties have negotiated programs to encourage attrition and thereby prevent or limit potential layoffs.

During the 1990 round of bargaining, a milestone agreement on Job and Income Protection was reached by the Company and the Union, which was intended to limit and prevent layoffs. The agreement established a workable procedure to deal with the extensive structural change in evidence in the industry at that time, and, which clearly has continued to date.

During current negotiations the Company and the Union again focused on the impact of outsourcing decisions and their impact on individual workers, their families and their communities.

Of critical importance to the Union during these negotiations was the concept of "work ownership", defined as protection against the outsourcing of work which has been performed on a historical basis in a quality and efficient manner at reasonable cost. From a Union perspective, work ownership was described as a principle intended to be consistent with on-going changes in the workplace. A particular concern discussed at length by the parties was the potential impact of changes involving

modular production. The Company indicated that changes in technology and organization of work would continue to be required to assure the Company can be competitive and retain its position as one of the industry leaders in Canada. The Company agreed, however, that if modular production plans were implemented during the term of this Agreement, they would be reviewed with the Union and that associated changes in the workplace would be accomplished in a manner consistent with the work ownership and community employment level provisions of the Agreement.

In addition, the parties discussed concerns about the impact various forms of corporate restructuring, e.g. business units or joint ventures, might have on employees. The Company confirmed that although various alternatives have been reviewed, there are presently no plans for changing the business structure of Union represented operations. Further, the Company agreed that any such change that is decided on and implemented during the life of this Agreement would be accomplished in a manner consistent with the work ownership and community employment levels provisions of this Agreement.

In keeping with the work ownership concept, the Company advised the Union that it will not outsource any major operations during the life of the Agreement except as specifically agreed during these 2008 negotiations. In addition, the Company commits there will be no reduction in community<sup>1</sup> employment levels as a result of outsourcing during the term of this agreement.

The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among workers in today's business setting. With this new sense of security, the parties believe employees may apply themselves to pursuits that are in the best interest of themselves, the Company, the Union and their communities.

In this regard, plans for each operation were reviewed by the Company with the Union.

During these discussions, the Company and the Union discussed outsourcing plans previously announced during the

---

<sup>1</sup> For the purposes of this agreement, "community" is defined as the GM Oshawa complex, and separately for communities in which the St. Catharines Facility, Windsor Transmission Plant, the London Diesel Plant, and the Woodstock Parts Distribution Centre are located, will be treated as separate "communities" for purposes of this agreement.



term of the 1996 Master Agreement that have not yet impacted the bargaining unit. In the interest of improving the communication to and the involvement of the Union under those circumstances when Management is considering the implementation of restructuring actions that would result in permanent job loss, the Company agreed to meet at least semi-annually during the term of this Agreement with representatives of the National Union CAW to review the state of the Company's operations and future product programs. The first such review shall occur within 90 days following the effective date of this Agreement.

The parties agree that this business review and the contemplated meeting should serve to enhance the Union's understanding of the business conditions of the Company and the employment security of our employees.

During the 2008 negotiations, the parties discussed at length the Union's concerns regarding clarification of certain aspects of the Job Security and Work Ownership Agreement.

The Company indicated that although implementation of this provision during the term of the 1996 Agreement had not resulted in significant problems or issues, it nonetheless understood the Union's concern and interest in further clarification of how the provision would be applied. In that regard, the Company agreed to:

- Meet semi-annually or more frequently if needed to review how the term "major operations" is being interpreted and/or applied in each of the operations, recognizing there will be differences in what is considered a "major operation" in the various types of plants covered by the Agreement. The attachment provides a list of examples of "major operations" for various categories of jobs covered by the Agreement.
- Provide advance notice of outsourcing decisions to the affected local union along with plans to replace the work.
- Provide a semi-annual report to each local and to the National Union CAW showing the changes to the employment level in each of the communities and listing outsourcing actions as well as added or replacement work for affected facilities.

- Discuss during the semi-annual meetings referenced above any unique job security and work ownership issues affecting skilled trades and parts distribution centres.

The parties agree disputes relating to the application, alleged violation or interpretation of Document 20 or the Attachments to Document 20 may be subject to the grievance procedure under the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **DOCUMENT 20 – ATTACHMENT A**

### **EXAMPLES OF MAJOR OPERATIONS**

#### **Assembly Plants:**

Instrument Panels  
Doors  
Bumpers  
Seats  
Engine Dress-Up  
Chassis  
Body Shop  
Paint Shop  
Interior Trim

#### **Engine:**

Cylinder Blocks  
Cylinder Heads  
Crankshafts  
Camshafts  
Connecting Rods  
Engine Assembly and Dress-Up

#### **Transmission:**

Case Machining & Sub Assembly  
Valve Body Machining & Sub Assembly  
Transmission Assembly  
Carriers  
Valve Body/Channel Plate

#### **Components Plant:**

Forge Division  
Final Drive Manufacturing  
Torque Converter Manufacturing

#### **Indirect/Support Operations:**

Plant Services, Including Janitorial  
Maintenance  
General Stores  
Material Handling  
Industrial Vehicle Repair  
Transportation

**DOCUMENT 20 – ATTACHMENT B**

**WORK OWNERSHIP – MODULARITY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the recently concluded negotiations, the parties discussed work ownership as it would apply to the concept of modularity. It was agreed that modularity did not change the rules of work ownership.

By way of example, if work is currently being performed by GMCL-CAW employees and it subsequently becomes included in a “module”, this element of work or portion of the module is subject to work ownership requirements. On the other hand, work not currently being performed by GMCL-CAW employees which may be a part of the same module is not, and does not become by association, subject to work ownership except as may otherwise be agreed to by the parties.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 21

**JOINT OPPORTUNITIES FOR BETTER SECURITY  
(J.O.B.S.)**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During these negotiations the parties discussed a variety of means by which the critical issues of job security and competitiveness could most effectively be addressed. The parties, recognizing the mutuality of interest inherent in these issues, then entered into discussions regarding the merits of engaging in joint Union-Management activities to address the issues. These discussions resulted in the parties acknowledging that joint activities can be of substantial benefit to employees, the Union and the Company. Accordingly, the parties agreed to use their best effort to encourage local unions and local managements to participate in mutually selected joint activities and, further, to provide counsel and technical assistance as may be requested by the local parties.

The success of joint activities requires that the parties engaged in such activities have total belief in the value of the activities and a commitment to make the process work. Accordingly, the parties to the Master Agreement acknowledged that participation in joint activities could not be mandated. It is, therefore, the responsibility of the local parties to mutually determine whether they wish to engage in joint activities and to determine their own objectives if they do so decide.

The parties in their discussions related to joint activities considered the establishment of local committees under the headings Joint Opportunities for Better Security (J.O.B.S.). The primary purpose of these committees would be to explore means by which the parties may jointly address factors that impact both the job security of employees and the competitiveness of operations at individual locations.

In order to provide direction to the local parties as regards certain concepts that should be considered by the parties if they decide to engage in joint activities such as a J.O.B.S. Committee, the following guidelines are recommended:

1. The parties will be provided with pertinent business data on a regular and timely basis.
2. The parties will be provided with training and development experiences that will enable them to discuss problems in a participative and cooperative manner.
3. Joint Union-Management activities should be mutually selected and identified.
4. The open give and take of discussions which are fundamental to joint Union-Management activities should not prejudice either party in their collective bargaining relationship.
5. Communications to employees and/or the media regarding joint activities shall be mutually agreed upon.
6. The parties shall respect the integrity and responsibilities of each organization. Each party should be free to exercise its rights and responsibilities. There should be a common recognition that successful joint activities are the result of both parties applying the strengths of their respective organizations for mutually selected objectives regardless of what other differences there may be.
7. Collective bargaining matters must be reserved to the bargainers. Any matter which may be considered to impact on an existing agreement, or which may require agreement, must be referred to the designated bargaining representatives of both parties.

The parties to this Master Agreement endorse the concept of local J.O.B.S. Committees and encourage the local parties to give serious consideration to establishing such Committees at their respective locations.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 22

**JOB SECURITY IN CANADIAN EMPLOYMENT  
LEVELS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During discussions of job security issues in these negotiations, the Union indicated one of its concerns was the potential adverse effect on Canadian employment of job security provisions recently negotiated by General Motors Corporation with the UAW.

While there are a number of factors which influence business conditions which, in turn, can affect employment levels, the job security program in the United States does not require an adjustment in Canadian employment levels to fulfill the conditions of the program.

If business conditions make it necessary to reduce unit volumes at a General Motors of Canada location, the parties will meet to discuss the circumstances before final decisions are made which would affect employment levels.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 23

**LOCAL TASK FORCE - COOPERATIVE EFFORTS IN  
QUALITY AND EFFICIENCY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the changing nature of the auto industry in Canada and the potential impact such changes may have upon employment security.

The parties agree that quality, operating efficiency, and work relationships are important to the continuing viability of General Motors of Canada. To implement these goals and objectives, General Motors of Canada and the CAW agree to the establishment of a local task force at each location to focus on quality and efficiency and to maintain an ongoing dialogue to focus on cooperative efforts that would result in improvement in areas of quality and efficiency. Such task force will be referred as the local Focus Committee.

The task forces will be established at the local level and will consist of the Plant Manager and other members of management selected by the Plant Manager, the Plant Chairperson, and other Union representatives as designated by the Chairperson.

The task forces will meet on a regular basis and if necessary will have the assistance of the representatives from the National Union CAW and the Divisional Labour Relations Staff of GM of Canada.

The parties agree that disputes relating to the application, alleged violation or interpretation of Document 23 or the Attachment to Document 23 may be subject to the grievance procedure under the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



## **Document 23 – Attachment A**

### **ADMINISTRATION OF SPECIAL INCENTIVE SEPARATION PROGRAM**

During the 1987 negotiations the parties agreed to the establishment of a local task force, to be referred to as a "Focus Committee", at specific locations covered by the GM-CAW Master Agreement.

The role of the local Focus Committees was further elaborated on during 1987 Master Agreement negotiations as follows:

#### **LOCAL TASK FORCE - COOPERATIVE EFFORTS IN QUALITY AND EFFICIENCY**

This Statement agreed to by the parties confirms that in the process of improving efficiency fewer employees may be required on certain operations in the future. When fewer employees are required as a result of improvements in efficiency, specified employees, as designated by the local Focus Committee and subject to approval by the Company, may be provided an option to leave the Company on a permanent basis to seek a career change or other personal opportunities. This option will be provided as an alternative to requiring employees to exercise their seniority rights in reductions in force.

In order to facilitate such opportunities, the Company will provide specified employees a special separation payment or special retirement option. In addition, such employees taking advantage of these opportunities will have available certain benefits set forth in the Tuition Refund Plan.

Accordingly, specified employees with five (5) or more years of seniority will be provided with the option of receiving a special separation payment amount in the event efficiency improvements result in a permanent reduction in the number of employment opportunities and would otherwise result in the permanent layoff of a seniority employee.

The parties agree that special separation payments for eligible employees identified in accordance with this document may be provided under the Supplemental Agreement: Voluntary Termination of Employment Plan (Exhibits D and D-2 attached to the Master Agreement) subject to the eligibility terms and conditions contained in such Plan, and further subject to the terms and conditions of this document.

In addition, specified employees may be provided a mutually satisfactory retirement under the Supplement Agreement: Pension Plan (Exhibits A and A-1 attached to the Master Agreement) subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions of this document contained herein.

What follows, therefore, are the jointly developed guidelines and approval procedures to be used by the parties for administration of the document set out above. These guidelines set forth the circumstances where, as a result of Company initiated efficiency improvements, specified employees may become entitled to:

- special incentive separation payments,
- mutually satisfactory retirement,
- tuition assistance.

Normally, when fewer employees are required at a location on a permanent basis, and management decides to reduce the size of the workforce, layoffs will occur. Generally, the Local Seniority Agreement provides that lower seniority employees will be laid off first in a permanent reduction in force. This will continue to be the case if permanent reductions in force are caused by declining markets, product allocation decisions, change in product design, changes in line speed and factors other than Company initiated improvements in efficiency discussed by the local Focus Committee. When fewer employees are needed, however, as a result of Company initiated improvements in efficiency and such efficiency improvements are discussed by the local Focus Committee, the local Focus committee may request a specified number of special incentive separations. The request, once initiated by the local Focus Committee, must be approved by the National Union, CAW, and on behalf of the Company by the General Director, Labour Relations. Since approval of a Focus Committee request must occur, there are a number of factors which should be considered by a local Focus Committee in making a request, in order to obtain required approval.

- Company initiated efficiency improvements must result in fewer employees being required at that location (local bargaining unit).

- The number of special incentive separations being requested cannot exceed the number of employees who would otherwise be placed on permanent layoff because of such efficiency gains.
- In order to encourage active participation in Local Focus Committee discussions and to encourage constant improvement at all locations, the parties recognize that there may be occasions when special separation incentives may be considered even though a plant location is in a hiring and/or recall mode for other than attritional replacements (for example: new work is insourced, new work is won through a competitive bid process, or there is an increase in volume). In those situations, Local Focus Committee recommendations resulting from Company initiated efficiency improvements will be treated as a separate event and special separation incentives will be offered to employees in accordance with these guidelines.
- Prior to preparing a written request on forms approved by the parties, a Local Focus Committee contemplating a request for special incentive separations should determine the number of employees who will be offered special incentive separations. In this regard the local Focus Committee should develop a plan to be presented for approval.
- Accordingly, it was agreed that, when the Company and the National Union, CAW approve a request submitted by a local Focus Committee in accordance with these guidelines, the following will apply:
  - Employees with five (5) or more years of seniority may, to the extent contemplated by the qualifying provisions set forth hereinafter, be provided with the option to receive a special incentive separation as defined in Section I A of these guidelines or,
  - Employees with ten (10) or more years of credited service may, to the extent contemplated by the qualifying provisions set forth hereinafter, be provided with a mutually satisfactory retirement as defined in Section I B of these guidelines.

**I SPECIAL INCENTIVE SEPARATION** - The parties agree that a special incentive separation for eligible employees in accordance with these guidelines means:

**A. SPECIAL PROGRAM #1 - VOLUNTARY TERMINATION OF EMPLOYMENT PLAN**

- The Voluntary Termination of Employment Plan (VTEP), for employees with five (5) or more years of seniority as of their last day worked, as set forth in Supplemental Agreement, Exhibits D and D-2 provides a guaranteed lump sum benefit payment subject to the conditions and limitations contained therein and as modified by these guidelines. The above mentioned Supplemental Agreement is referenced in Paragraph (175) of the 2008 Master Agreement. For the purpose of this document only, the normal eligibility requirements, as set forth in the above mentioned Supplemental Agreement, are modified as follows:

Exhibits D and D-2:

- Section 1(d) is modified to provide that the employee must apply to receive the benefit in accordance with the procedure established by the parties pursuant to these guidelines.
- Section 1(c) is modified to provide that the employee will not be required to attend an employment interview and will not receive an offer of work from the Company.

This Program is applicable to employees with a least five (5) years of seniority who are at work on or after November 1, 1987 and who are not eligible to retire, except as outlined below, under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan (Pension Plan) as set forth in Supplemental Agreement, Exhibits A and A-1 which is referenced in Paragraph (175) of the 2008 Master Agreement. Eligibility for early retirement pursuant to Section 2(a)4 of Article I of said Pension Plan will not exclude eligibility for this Program.

- Description of Special Program #1 Benefits:

<b>Years of Seniority As of Application Date *</b>	<b>\$ Amount</b>
5 but less than 6	27,500
6 but less than 7	29,500
7 but less than 8	31,500
8 but less than 9	33,500
9 but less than 10	35,500
10 but less than 11	37,500
11 but less than 12	39,500
12 but less than 13	41,500
13 but less than 14	43,500
14 but less than 15	45,500
15 but less than 16	47,500
16 but less than 17	49,500
17 but less than 18	51,500
18 but less than 19	53,500
19 but less than 20	55,500
20 but less than 21	57,500
21 but less than 22	59,500
22 but less than 23	61,500
23 but less than 24	63,500
24 but less than 25	65,500
25 and over	67,500

\* Prorated for fractional Years of Seniority calculated to the nearest 1/10<sup>th</sup> year.

The maximum gross amount of the benefit payable under this Program is \$67,500 for employees with 25 or more years of seniority.

## **B. SPECIAL PROGRAM #2 MUTUALLY SATISFACTORY RETIREMENT**

### General

- A Mutually Satisfactory retirement provides pension benefits payable under the Pension Plan subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions contained herein. This Program is applicable to employees who were at work on or after November 1, 1987.

### Description of Special Program #2 Benefit:

An offer of Mutually Satisfactory retirement may be extended in accordance with these guidelines to an eligible employee who has attained age 55 but not age 65 and who has 10 or more years of credited service under the Pension Plan. Such retirement would provide basic benefits for the life of the retiree, supplementary benefits payable until age 65 and one month (or earlier, if in receipt of disability benefits), and any special allowance the employee may be entitled to based on the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan (Pension Plan) and the employee's age and credited service.

## **II TUITION ASSISTANCE - Deleted - 2009 Negotiations**

## **III APPROVAL PROCESS**

In order to receive consideration for special incentive separations, the local Focus Committee will send requests to Divisional Labour Relations for review and approval. Divisional Labour Relations will coordinate approval by the National Union (CAW) and the General Director, Labour Relations.

- Following the approval process, the plant Focus Committee will be advised of the status of the request. If approved, Special Incentive Separations may be offered to groups of employees in the approved priority order. In no event, however, will Special Incentive Separations be granted beyond the number approved.

- The Local Focus Committee will then arrange for each employee accepting an offered Special Incentive Separation to complete the necessary forms and arrange to forward all such forms to the Compensation and Benefits Administration Office in Oshawa for processing.

Doc. No. 24

**TRANSFER OF OPERATIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations there have been discussions between the parties regarding the transfer of operations and employees affected by the opening of new plants.

This will confirm our verbal commitment that during the term of the current Master Agreement any new plants opened by the Company in Canada to produce products similar to those now being produced at plants in which the Union is currently the bargaining representative of the production and maintenance employees will involve a "transfer of major operations" (as historically applied by the parties) from an existing CAW-represented plant to the new plant so as to bring into play the provisions of Paragraph (67)(b).

Yours truly,

C.A. Ollila  
General Director, Labour Relations



Doc. No. 25

**OVERTIME POLICIES  
INTER-ORGANIZATION**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

SUBJECT: Overtime Policies

TO: All Staff Heads

Our agreements with labour unions have long recognized that the nature of our business requires overtime operations at times. Reflecting the Company's view that excessive overtime is undesirable from the standpoint of both the employee and the Company, this letter sets forth the policies that govern overtime operations in this Company.

Employees who are required to work overtime should be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary.

When less than a full complement of employees is needed, it is usually practicable for the Supervisor to excuse employees who do not wish to work and confine the overtime assignments to those employees who do wish to work. In situations where there are sufficient employees available who wish to work overtime and who are capable of doing the overtime work assignments, employees who do not wish to work overtime are to be excused from doing so, insofar as practicable.

An individual employee's personal problems in connection with working overtime should be given careful consideration and the employee's individual needs should be recognized.

The individual employee's request to be excused from an overtime work assignment, when made a reasonable period of time in advance, should receive every possible consideration. When the employee's request is granted the employee will be notified as far in advance as possible so that the employee can make personal plans accordingly. Thereafter, any cancellation or change in the arrangements to excuse the employee will only be made with such employee's consent.

C.A. Ollila  
General Director, Labour Relations

Doc. No. 26

**EQUITABLE DISTRIBUTION OF OVERTIME**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the importance of a fair distribution of overtime hours worked in an overtime group. The Union stated that at some locations there was a wide disparity of overtime hours between employees within the same overtime group which represented a continuing problem.

Management stated that pursuant to Paragraph (159) employees working within an overtime group should receive a fair share of overtime hours within their group over a reasonable period of time. The time necessary to equitably distribute the hours might vary depending upon the amount of overtime available and the size of the group. Normally, such overtime groups consist of employees performing similar work on an interchangeable basis within a classification, on the same shift within a department.

Management stated further that it was the Company's intent that overtime be fairly distributed within a group, and that if there were continuing problems of a wide disparity of hours within an overtime group, a request may be made by either party for assistance in correcting the problem. In that event, the Director of Labour Relations, and a staff representative of the President National Union CAW would investigate the matter at the plant location where the problem exists in an effort to assist the parties to resolve the matter in accordance with Paragraph (159).

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 27

**TRAINING FUND - GM/CAW TRAINING REVIEW COMMITTEE**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties focused on the importance of training and the role played by the Training Review Committee. In reaffirming its commitment to training, the parties agreed to establish a Training Fund as a means of funding the development and implementation of employee skills and training activities. The Fund will come under the direction of the Training Review Committee.

In this regard it was agreed the Company will make available up to a maximum of \$18,766,417.00 (representing the value of up to 48 hours training per active employee as of the effective date of this Agreement) for use by the Training Review Committee over the term of this Collective Agreement to fund the development and implementation of training programs. Twenty-four (24) hours will be approved by the Committee and up to eight (8) hours of training will be allocated for Company Sponsored Training such as manufacturing productivity, health and safety, quality and job related training. This amount includes the balance of the Training Fund remaining from the 2005 agreement. All monies will be recovered from the Special Contingency Fund.

The Fund will provide for training program development costs, trainers (including wages, benefits, and other expenses incurred with the development and implementation of training programs), program material costs, employee travel costs, ongoing administrative costs and labour costs associated with employees attending approved training.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 28

**LOCAL TRAINING COMMITTEES**  
**GENERAL MOTORS OF CANADA LIMITED**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the Company and Union discussed their mutual interests in advancing the learning of employees through education and training. The parties indicated that many aspects of employee training require cooperation and commitment of both the Company and the Union. As a result of these discussions the parties agreed to the establishment of Local Training Committees at each plant location. The Committees would be comprised of one representative from the Union, to be designated by the Local Shop Chairperson and one representative from the Company, to be designated by the Personnel Director. The parties agreed that it is in their mutual interest to designate members who have experience in the area of education and training.

The Local Training Committee will meet on a quarterly basis and perform their responsibilities consistent with the intent of Doc. 6 of the Master Agreement, however, they may agree to additional responsibilities that best meet the needs of their respective plant locations.

During the current negotiations, training facilities were discussed. The parties agreed that following bargaining, the Local Shop Chairperson and the Personnel Director would meet to determine facility and equipment needs at the location.

Issues regarding the implementation of this Document may be referred to the National Union CAW and to the Divisional Labour Relations Staff for resolution.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 29

**APPLICATION OF PARAGRAPH (63)(b) OF MASTER AGREEMENT**

**GENERAL MOTORS OF CANADA LIMITED**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During recent contract negotiations the application of Paragraph (63)(b) of the Master Agreement was discussed as follows:

1. Members of the Shop Committee who are entitled to full-time Legitimate Representation rights pursuant to Paragraph (11)(a) of the Master Agreement shall, during the temporary periods referred to in Paragraph (63)(b)(1) retain such rights when 50% or more of the people they normally represent are working.
2. Members of the Shop Committee who are entitled to full-time Legitimate Representation rights pursuant to Paragraph (11)(a) shall, during the temporary periods referred to in Paragraph (63)(b)(1), have no Legitimate Representation rights when less than 50% of the people they normally represent are working.
3. In the event of a permanent reduction in force, the number of members of the Shop Committee who are entitled to full-time Legitimate Representation rights pursuant to Paragraph (11)(a) shall be reduced according to the chart in Paragraph (11)(a), based on the number of employees remaining in the plant. Those members of the Shop Committee who no longer have full-time Legitimate Representation rights pursuant to Paragraph (11)(a), but who are retained for representation purposes under the terms of Paragraph (63)(b)(2), shall have three (3) hours Legitimate Representation time as shown for Shop Committee members in Paragraph (11)(b).

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 30

**LOCAL UNION PRESIDENTS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During these negotiations, the parties discussed the duties of the Local Union President in certain General Motors plants. The Union agreed that the president's function is not one of Agreement administration or representation, but pointed out that there are certain administrative functions which can be performed in the plant.

Accordingly, the Company agreed that in plants of 600 or more where the Local Union president is a full time employee, he or she will be allowed to perform legitimate administrative functions without loss of pay up to a total of twelve (12) hours per week. Moreover in those same plants when such local Union President is absent by reason of authorized leave of absence of at least one full working day, Management will recognize a temporary replacement from among full time employees.

Notification of such replacement shall be submitted in writing at least 24 hours in advance to local Management's designated representative. Any abuse of this provision will be reviewed by the Divisional Labour Relations Staff with the National Union CAW.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 31

**RETENTION OF UNION BENEFIT PLAN REPRESENTATIVES DURING TEMPORARY LAYOFF PERIODS FOR MODEL CHANGE, INVENTORY, MATERIAL SHORTAGES, MACHINE BREAKDOWN, ETC.**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During these negotiations the Union discussed potential problems that may result from Union Benefit Plan representatives being temporarily laid off for extended periods of time pursuant to Paragraph (63)(a)(4) while a substantial number of employees they represent remain at work.

In response to the Union's concern the Company agrees that Union Benefit Plan representatives would be retained at work on work they are capable of doing during periods of temporary layoff if fifty percent (50%) or more of the employees they represent are scheduled to work. Union Substance Abuse Program Committee Member(s) would also be treated in a similar fashion.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 32

**INTER-ORGANIZATION**

GENERAL MOTORS OF CANADA LIMITED

DATE: May 15, 2008

SUBJECT: GRIEVANCE PROCEDURE

TO: All Shop Committee Chairpersons  
All Personnel Directors  
CAW Represented Plants

During the current negotiations, the Company and the Union discussed at length problems encountered in the administration of the Grievance Procedure at some locations. The parties reaffirmed their mutual determination that the purpose of the Master Agreement as stated in Paragraph (1) is “to provide orderly collective bargaining procedures between the Company and the Union, to secure prompt and equitable disposition of grievances and to prevent interruptions of work and interferences with the efficient operation of the Company’s business.”

As a result of our discussions both parties recognize that a number of practices had evolved regarding grievance administration that have, in some cases, reduced the effectiveness of the Grievance Procedure from the perspective of both parties. In order to address the problems that have been created by the practices referred to above, the parties re-emphasized the need to ensure that the fundamental elements of the grievance procedure were followed. Among these fundamental elements is:

- the need for discussion between an employee and supervisor regarding the nature of the employee’s grievance. Such discussion can contribute to an informed decision regarding potential resolutions to the employee’s complaint prior to the formal filing of a grievance
- full disclosure of pertinent information early in the process enhances opportunities for both parties to determine the appropriateness of the grievance



- a commitment by both parties not to delay or hold a grievance at any step of the Grievance Procedure is an important component of the grievance process as it serves the interest of the employee, Union and Company to ensure that grievances are handled in an expeditious manner. The current language provides Management with the right, after a lapse of a reasonable period of time on grievances being held, to initiate answers to grievances in order to prevent them from being delayed at any step of the procedure. The Chairperson will be advised of such situations prior to the initiation of such answers.

Furthermore, the mutual interests of the parties are best served when the proper representatives of the parties at each step of the Grievance Procedure are granted authority to resolve grievances. Such authority is not diminished, however, if either party finds it necessary to engage in further investigation or consultation prior to making proposals for grievance resolution.

The parties agreed that the contents of this letter would be reviewed with their respective representatives responsible for the administration of the Grievance Procedure.

B. Hargrove  
President  
National Union CAW

C.A. Ollila  
General Director, Labour Relations

Doc. No. 33

**SPECIAL PROCEDURE - SUPERVISORS WORKING,  
UNJUSTIFIABLE GRIEVANCES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, General Motors of Canada Limited reaffirmed the intent of the informal procedure adopted as a result of negotiations regarding Paragraph (165) grievances. This letter essentially stated in part:

In the course of current negotiations, the parties have discussed the Union's charge that at some General Motors plants certain supervisors have repeatedly worked in violation of Paragraph (165) of the Master Agreement. These discussions have also dealt with General Motors' charge that at some plants certain CAW committeepersons have repeatedly filed unjustifiable grievances charging violation of Paragraph (165).

The parties are in agreement that the situations complained of have created problems for both parties to the Agreement and must not be permitted to continue.

It was agreed between the parties that complaints in this area will be handled under the provisions of Paragraph (1)(a) of the Master Agreement. For the purposes of this procedure only, prior to being referred from the plant, the problem will be discussed between the Chairperson of the Shop Committee, the National Union CAW Representative, and the Plant Manager and Personnel Director.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**RELIEVING EMPLOYEE FOR COMMITTEEPERSON  
DISCUSSION**

**STATEMENT OF POLICY**

A Committeeperson, after reporting to the Supervisor in accordance with applicable provisions of the Master Agreement, will conduct any discussion with an employee at the employee's work station. However, the circumstances existing at the time must be taken into consideration. If an employee is working on a moving conveyor and the discussion would interfere with the employee's maintaining the required schedule or in cases where noise or safety make it unreasonable to talk at the employee's work station, the Supervisor will designate a place where they may talk. Where necessary in such cases, relief for the employee will be provided without undue delay.

There will be occasions due to production difficulties brought about by absenteeism or other emergencies when it will not be possible to promptly relieve the employee. Cooperation of all concerned is required at such times and the employee and/or the employee's Committeeperson should be advised of the reason for delay in providing relief for the purpose of the employee talking to the Committeeperson.

Doc. No. 35

**DISCIPLINARY INTERVIEW**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations, the parties discussed the Union's contention that, at some plant locations, an excessive number of Management representatives are present during some disciplinary interviews. The Union recognized that there are times when more than the customary number of Management representatives may be required because of their knowledge of the matter under discussion. The Union stated, however, that their concern was directed at other Management representatives who attended interviews solely as witnesses to the interview itself.

As a result of these discussions, the Company advised the Union that as a matter of policy, Management personnel beyond those referred to above would not attend such interviews solely for the purpose of serving as potential witnesses to the interview itself. Additionally, should Management representatives in excess of the customary number be present in the interview, the zone committeeperson may request, during that period of time, the presence of the district committeeperson or shop committeeperson for the area. In the event that the district committeeperson or shop committeeperson for the area is absent, another member of the shop committee present in the plant may be present in the interview provided the request would not result in undue delay of the disciplinary interview.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 36

**ESTABLISHED SHIFT HOURS OR LUNCH PERIODS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the Union raised the contention that certain local managements had failed to hold the advance discussions specified in Paragraph (89), regarding change in the established shift hours or lunch period.

Accordingly, the Company informed the Union that it would re-advise its local managements that the purpose of having such discussion as far in advance as possible is to enable the Shop Committee to comment and Management to consider those comments in light of all the attendant circumstances.

Specific problems regarding the administration of Paragraph (89) may be taken up under the provisions of Paragraph (1)(a) of the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 37

**EFFECT OF PROVINCIAL LEGISLATION ON RIGHT  
TO STRIKE OVER CERTAIN ISSUES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

General Motors of Canada Limited agrees that, in the event the law in Ontario prohibiting strikes and lockouts should change to permit employees to conduct a lawful strike during the term of the current Master Agreement certain provisions of this Agreement would be modified to the extent necessary to meet the enabling provisions of the law. In any event the right to strike shall not be expanded beyond the provisions and understandings set forth in Attachments A, B, C & D.

In the event the law in Ontario is changed:

Section VIII, Paragraph (40) of the Master Agreement would be replaced with the provisions of Alternate Paragraph (40) set out in Attachment A; Section VIII, Paragraph (31)(i) would be replaced with the provisions of Alternate Paragraphs (31)(i) and (31)(j) set out in Attachment B; Section V, Paragraph (5) of the Master Agreement would be replaced with the provisions of Alternate Paragraphs (5) through (5)(c) set out in Attachment C; and the Agreement would be appended by Appendix C-2 as set out in Attachment D to this letter.

**DOCUMENT 37 - ATTACHMENT A**

**SECTION VIII**

**(40)** All differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable, except: 1) as provided in Paragraph (31)(i) and 2) any dispute arising under Paragraphs (166) through (166)(d), (167)(j) and (167)(k). No other differences except those specifically set forth above are arbitrable.

(Alternate)

## **DOCUMENT 37 - ATTACHMENT B**

### **(31)(i) Special Procedure - Contracting of Work**

Grievances charging a violation of the Company's express commitments set forth in Paragraphs (168)(a), (b) and (c) shall be handled in the following manner:

(1) When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Company, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at Step Three of the Grievance Procedure. The grievance may then be processed in the Grievance Procedure through arbitration under the terms of the Master Agreement unless the President National Union CAW elects otherwise as provided in Paragraph (31)(j).

(2) Should the Arbitrator find a violation of the express commitments set forth in Paragraphs (168)(a), (b) and (c), the Arbitrator can only provide a remedy if, (a) the established violation resulted from the exercise of improper judgment by Management, and (b) a journeyman/journeywoman employee who customarily performs the work in question has been laid off or was allowed to remain on layoff as a direct and immediate result of work being subcontracted. The Arbitrator's remedy shall be limited to back wages for the parties at interest as defined in (b) of this Paragraph.

(31)(j) Within thirty (30) days of the date of notice of appeal to the Arbitrator, the President National Union CAW will notify the General Director, Labour Relations of the Company in writing of the President's election to refer the case back to the Appeal Committee. Thereafter, the bargaining procedure provided in Paragraph (5)(b) may then be applicable.



## **DOCUMENT 37 - ATTACHMENT C**

### **STRIKES, STOPPAGES AND LOCKOUTS**

**(5)** It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

(Alternate)

**(a)** During the life of this Agreement, the Company will not lock out any employees until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at Step Four of the Grievance Procedure. In case a lockout shall occur the Union has the option of cancelling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

(Alternate)

**(b)** During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sitdown, stay-in or slow-down, in any plant of the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at Step Four of the Grievance Procedure and not even then unless authorized by the President National Union CAW, and written notice of such intention to authorize has been delivered to the Personnel Staff of the Company at least five (5) working days prior to such authorization. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises because of any dispute or issue arising out of or based upon the provisions of the Supplemental Agreements specified in

Paragraph (175) of the Master Agreement; nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Company has the option of cancelling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Company reserves the right to discipline any employee taking part in any violation of this Section of this Agreement.

(Alternate)

- (c) The Union has requested this Master Agreement in place of independent agreements for each bargaining unit covered hereby. Accordingly an authorized strike in one bargaining unit under this Agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this Agreement will be considered an authorized strike in any such affected bargaining unit.

**DOCUMENT 37 - ATTACHMENT D**

**APPENDIX C-2**

GENERAL MOTORS OF CANADA LIMITED

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the special procedure for processing subcontracting grievances as provided by Paragraphs (31)(i), (31)(j) and (40).

The parties agreed that should the President National Union CAW elect to handle such a case pursuant to Paragraph (31)(j), and refer it back to the Appeal Committee for negotiation pursuant to Paragraph (5)(b), such negotiations shall be limited to the issues defined in the written record of the case.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 38

**IMPARTIAL MEDICAL OPINIONS - PARAGRAPH (38)  
AND (38)(a)**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed various aspects of the application of Paragraph (38) and (38)(a) of the Master Agreement.

The parties affirmed their mutual intention to promptly deal with requests for impartial medical opinions in accordance with the procedures outlined below:

Grievances filed in accordance with the principles established in Paragraph (38), when presented by the Union directly to Management at Step Three of the Grievance Procedure, will be discussed at a special Third Step meeting and will be governed by the time limits outlined in Paragraph (30)(a) and (b) of the Master Agreement. If the written decision of Management from the Step Three meeting as provided pursuant to Paragraph (30)(b) is not satisfactory, the Chairperson of the Shop Committee, or the Chairperson's designated representative, will make a request in writing to Management to refer the employee for an impartial medical opinion as soon as possible following receipt of Management's Third Step disposition. Unless mutually agreed otherwise, such written request must be provided to Management within thirty (30) days following receipt by the Union of Management's Third Step disposition. Thereafter, the parties will promptly prepare a Memorandum of Understanding for the purpose of instructing the physician or clinic with respect to the medical decision required. Unless otherwise mutually agreed, this Memorandum will be prepared and signed by the parties within ten (10) days following receipt of the Chairperson's or the designated representative's request for an impartial medical opinion.

Such Memorandum shall include sufficient detail of the job duties required and any other pertinent information concerning the dispute as may be necessary for the impartial medical opinion.

Requests for impartial medical opinions pursuant to Paragraph (38)(a) of the Master Agreement may be made by either party as outlined below. Requests pursuant to Paragraph (38)(a)(1) and (2) may be made both in the case where a grievance has been filed relative to the medical dispute and also in cases where no grievance has been filed. Such requests, when initiated by the Union, shall be made in writing by the Chairperson of the Shop Committee, or the Chairperson's designated representative, to the Plant Personnel Director, or the Personnel Director's designated representative. Such requests, when initiated by the Company, shall be made in writing by the Plant Personnel Director, or the Personnel Director's designated representative, to the Chairperson of the Shop Committee, or the Chairperson's designated representative. Whether initiated by the Union or the Company, the parties may, by mutual agreement, agree to refer the employee for an impartial medical opinion, in which case a Memorandum of Understanding will be prepared and signed by the parties for the purpose of instructing the physician or clinic with respect to the medical decision required.

Such Memorandum shall include sufficient detail of the job duties required and any other pertinent information concerning the dispute as may be necessary for the impartial medical opinion.

Requests for impartial medical opinions pursuant to Paragraph (38)(a)(3) may be initiated as outlined above when any grievance at the Third Step of the Grievance Procedure is involved.

When such grievances specified in Paragraph (38)(a)(3) have proceeded beyond Step Three of the Grievance Procedure, the representative of the National Union CAW specified in Paragraph (31)(d) of the Master Agreement, or a member of the Divisional Labour Relations staff, may initiate written request for an impartial medical opinion. In these circumstances, if there is mutual agreement for an impartial medical opinion, the Chairperson of the Shop Committee and the Plant Personnel Director, or their designated

representatives, will be requested to prepare and sign a Memorandum of Understanding for the purpose of instructing the physician or clinic with respect to the medical decision required.

Such Memorandum shall include sufficient detail of the job duties required and any other pertinent information concerning the dispute as may be necessary for the impartial medical opinion.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 39

**PROMOTIONS - BURDEN OF PROOF**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, there were extended discussions concerning the application of Paragraph (61) to promotion cases. The Union specifically cited an arbitration decision CP-3, the Sutherland decision, as being contrary to the intent of Paragraph (61). The parties further discussed ground rules for the future handling of promotion cases.

In this regard, Management stated that the Sutherland case, CP-3, would not be cited in the future as a basis for determining the burden of proof in a promotion case.

Management stated further that in the event a senior employee files a grievance claiming that a junior employee was improperly promoted to a job, the grievant's claim should be supported by appropriate data as to the pertinent seniority dates, and information to support the claim that the grievant's merit and ability are approximately equal to that of the employee promoted. At that point in the proceedings, the burden of proof shifts to Management to show that the junior employee possessed significantly higher qualifications over and above the qualifications of the grievant related to the specific job to which the promotion was made.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 40

## **EMPLOYEE RESIGNATIONS**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations the parties discussed situations involving employees who resign from the Company on impulse and while suffering from emotional stress, anger, or frustration. The parties further considered appropriate avenues of recourse when such employees subsequently regret their decision to quit and request consideration with respect to reinstatement with full seniority.

It was agreed by the parties that requests for reinstatement under such circumstances, if made within three (3) days of the original resignation, will receive due consideration. Such consideration will take into account all attendant circumstances and will apply only in cases where the employee has not engaged in misconduct or failed in employment obligations which might otherwise have resulted in the breaking of seniority pursuant to any subsection of Paragraph (54) of the Master Agreement.

It was agreed by the parties that the employee concerned should meet with the Plant Personnel Director and the Chairperson of the Shop Committee and outline reasons why reinstatement should occur.

Provided there is mutual agreement between the Personnel Director and the Chairperson and provided the conditions outlined in this document have been met, favourable consideration will be given to reinstating the employee with full seniority but with no financial liability to the Company for any period of time subsequent to the employee's resignation and prior to the employee's return to work.



It is mutually recognized that the procedures outlined in this document are established without prejudice to either party in the application of any terms of the Master Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 41

**APPLICATION OF PARAGRAPH (54)(e) OF THE  
MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations the parties discussed the application of Paragraph (54)(e) of the Master Agreement. The Union contended that there had been occasions when the Company had broken the seniority of employees pursuant to Paragraph (54)(e) when, in fact, the employee was able to establish that satisfactory evidence of illness, which should have served to extend the employee's originally granted sick leave, was available to Management. The Union further stated that such instances caused stress on affected employees and created an unnecessary workload for Union representatives.

The Company, on the other hand, noted that in some instances employees who could establish satisfactory evidence of illness pursuant to Paragraph (74) of the Master Agreement, had failed to forward this evidence of illness to the Company in a timely manner, thus resulting in the issuance of the Paragraph (54)(e) notice.

In response to the Union's concerns, the Company commits to notify Management that the breaking of an employee's seniority pursuant to Paragraph (54)(e) while the Company is in possession of satisfactory evidence of illness constitutes improper administration of the Master Agreement. Accordingly, Management will be instructed to verify whether or not satisfactory evidence of illness has been received prior to breaking an employee's seniority pursuant to Paragraph (54)(e). The Company further stated that Plant Personnel Directors have been instructed to post a notice in the plants advising employees of their responsibility to provide continuing

satisfactory evidence of illness in a timely fashion for the duration of any sick leave.

In addition, the Company reaffirmed that, as a matter of policy, it would continue the procedure whereby, in instances where information on the anticipated return to work date of an employee was submitted directly to Management by the employee's attending physician, an employee on sick leave of absence would be provided written notification of the most current anticipated return to work date designated by the employee's attending physician.

In establishing such procedures it is mutually recognized that adherence or non adherence to the procedures outlined in this document will be without prejudice to either party in the application of any terms of the Master Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 42

**BREAKING OF SENIORITY - SICK LEAVES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations the parties discussed situations where employees failed to return to work as required by the Master Agreement following sick leave, resulting in their seniority being broken pursuant to Paragraph (54)(e) of the Master Agreement.

The parties agreed that in such situations the Chairperson of the Shop Committee will be notified that the employee's seniority has been broken.

This notification will be mailed to the Chairperson at the same time that the Company breaks the seniority of the employee in question. Management will make every effort to implement this procedure as outlined above. However, in establishing this procedure it is mutually recognized that adherence or non-adherence to the procedure outlined in this document will be without prejudice to either party in the application of any terms of the Master Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **SUBSTANCE ABUSE**

May 15, 2008

The Company and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among GM workers represented by the Union.

Alcoholism and drug dependency is recognized by medical, public health authorities, the Company and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and tardiness and the violation of Shop Rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on plant efficiency and endangers the job security of the workers.

The causes of alcoholism and drug dependency are not well understood and cures are difficult. Nonetheless, the Company and the Union believe that constructive measures are possible to deal with the problem which is a major cause of family breakdown and is related to personal breakdown and violence in the community.

### **I. OBJECTIVE**

The objective of this joint effort is to help employees who become afflicted with alcoholism or drug dependency. Joint effort by the Company and the Union is designed to establish a system for early identification of these problems in an employee, referral of the employee for proper treatment, and concerned follow-up.

The Company and the Union acknowledge that neither Local Management nor the Local Union working alone can always provide the level of motivation required by the alcoholic or drug dependent employee. As a result, mutual cooperation is imperative in encouraging the employee to seek treatment, as needed, to respond successfully to treatment, and to maintain a resolve to avoid alcohol or drugs following treatment.

The parties agree to monitor the program to identify any deficiencies of the program and to evaluate the effectiveness of the recovery program on the lifestyle, attendance and work performance of the employees.

## **II. ELIGIBILITY**

The Company shall make arrangements to provide coverage for the payment of any daily charge levied on an employee, the employee's dependents, a retired employee or their spouse or eligible dependents as defined in Article 4, Section 7 of the Supplemental Agreement, Health Care Insurance Program, Exhibit G, who is under treatment for substance abuse in a residential substance abuse treatment facility which has been approved by the Plant Medical Director. Benefits will be provided under such coverage only for the employee, the employee's dependents, or retired employee who are actively involved in the GM-CAW Substance Abuse Program and are admitted to a treatment facility on the recommendation of the Plant Medical Director.

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

For the purposes of definition, an employee's dependents as referred to above, shall be those dependent children and spouse specified in Exhibit "B", Insurance Program, identified and referred to in Paragraph (175) of the Master Agreement

## **III. GUIDELINES FOR ADMINISTRATION**

The Company and the Union will engage in a cooperative effort and function administratively in consulting with and seeking the cooperation of Local Management and Local Union personnel. In this regard it is important to:

- 1.** Generate a climate at the plant level which will eliminate the effects of the social stigma associated with alcoholism, and drug dependency, which acts as a barrier to constructive action;
- 2.** Encourage the Local Management and the Local Union at all levels to exercise their best efforts toward the objective of early identification and motivation of the employee to seek treatment and rehabilitation;

3. Assure confidentiality in working with the employee including the need for privacy during employee contacts and interviews, and maintaining confidential personal medical records;
4. Assure the employee of a sympathetic understanding of the problem; and
5. Assist in developing educational and informational materials, such as brochures, internal media and pay statement messages, for use at the plant level. These may be supplemented by materials which either the Company or the Union may wish to issue separately.

#### **IV. COMPANY AND UNION ACKNOWLEDGEMENTS**

The Company and the Union acknowledge that:

1. Nothing in this statement is to be interpreted as constituting any waiver of Management's responsibility to maintain discipline or the right to invoke disciplinary measure in the case of misconduct which may result from or be associated with the use of alcohol or drugs, the Union may exercise its right to process grievances concerning such matters in accordance with the GM-CAW Master Agreement;
2. During or following treatment the alcoholic employee should not expect any special privileges or exemption from standard personnel practices; and
3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug dependence in or from an appropriate facility in accordance with this program, and when the employee has voluntarily entered into such treatment and the employee's seniority has not already been broken, the employee will be granted a sick leave of absence and will be eligible for benefits in accordance with the GM Insurance Program as negotiated with the Union.
4. Some governments have introduced mandatory drug and alcohol testing laws for specific job functions and these laws recognize concerns regarding the adverse effects of substance abuse on families, the workplace and the general public. The parties acknowledged that additional legislation may be introduced as the public gains a broader understanding of the costs and dangers associated with substance abuse. Prior to the introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

## **V. LOCAL SUBSTANCE ABUSE COMMITTEE**

The Company and the Union may respectively designate one representative of Local Management and one representative of the Local Union to work cooperatively outside the Grievance Procedure on these problems. Among the responsibilities of the Local Committee will be to:

- 1.** Survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment. Where facilities are inadequate or unavailable, undertake efforts to improve the situation.
- 2.** Develop ways whereby the disease is identified in its early stages, and whereby the employee is encouraged and assisted to obtain treatment without delay. It is recognized that the employee can be dealt with most effectively on a cooperative Management-Union basis.
- 3.** Help the employee understand that the employee may consult on a confidential basis with the Plant Medical Director, or an outside qualified facility or agency, concerning the problem without fear of disciplinary action based on such discussion.
- 4.** Arrange for the Local Insurance Program Administrator or the Local Union Insurance Representative to be available to explain to the employee and others who may be involved the extent to which recommended treatment qualifies for payment under the GM Insurance Program.

## **VI. REPRESENTATION**

- 1.** The Local Union Member of the Substance Abuse Committee will be selected by the National Union CAW based on experience, training and qualifications.
- 2.** The parties understand that the local Union member of the Substance Abuse Committee will be under the supervision of the Medical Department when excused from the job pursuant to this understanding. Procedures will be established so that the services of the Union member shall be requested through, and approved by, the Medical Department and to ensure assistance is provided even where it is complicated by multi-shift operations, large plant populations or geographically separated units.



**3.** In plants employing six-hundred (600) or more the parties agree that the local Union member of the Substance Abuse Committee may be excused from the job with pay during the regular straight hours of such local Union members shift for the time needed to participate in legitimate in-plant activities. Furthermore, the Union Substance Abuse Representatives will, upon prior approval by a designated Management representative, be permitted to leave work during regular working hours without loss of pay to assist General Motors employees who require their services.

**4.** The matter of time-off the job without loss of pay in units less than six-hundred (600) employees will be the subject of discussion by the parties taking into consideration the availability of qualified Medical Department personnel.

**5.** Union Substance Abuse Representatives will be compensated for approved mileage expenses incurred during regular hours at the Company rate of reimbursement applicable to business travel. They will, upon prior approval of a designated Management representative, also be reimbursed for reasonable expenses incurred in the performance of their responsibilities under the Program.

**6.** Facilities will be provided to enable the Substance Abuse Representatives to conduct counselling and consulting sessions in private.

Doc. No. 44

**DRUG-FREE WORKPLACE**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

This letter will confirm that, pursuant to our common goal of a Drug-Free Workplace, and prior to the mailing of a joint Company/Union brochure on the GM-CAW Substance Abuse Program, the following notice signed by the respective Plant Manager and Plant Chairperson, will be posted on plant bulletin boards:

To All Employees:

The CAW and General Motors of Canada have established a common goal of achieving a Drug-Free Workplace. Shortly, you will receive a brochure in the mail which describes the GM-CAW Substance Abuse Program. Your Plant Management and Local Union fully endorse this program.

For your information, our Local Union Substance Abuse representative is (name \_\_\_\_\_) and his/her Company counterpart is (name \_\_\_\_\_).

We encourage you to contact either the Union or Company Substance Abuse representative, or Company medical personnel if they can be of assistance in this regard.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 45

**MEDICAL CLEARANCE TO RETURN TO WORK**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed various concerns associated with the Medical Clearance to Return to Work Procedure. Current policy requires hourly employees to report to General Motors medical facilities for clearance before returning to work after compensable and non-compensable disability leaves of certain durations. Current procedures also specify that such clearance is to be obtained during the hours as posted locally, and generally during the shift prior to the shift of the employee's intended return to work.

The parties have discussed issues concerning these procedures during both the Master and Local bargaining discussions. In response to the Union, the Company is prepared to undertake a review of current policy and procedures, with the intent of addressing cited Union concerns wherever feasible. In this regard, specific attention will be placed on hours of operation of the medical centres, the duration of absence requiring Medical Centre clearance, and the necessity of the plant physician clearing all employees to return to work.

In establishing such a review, it is mutually recognized that revising or changing any of the above procedures will be without prejudice to either party in the application of any terms of the Master Agreement and will not be cited or relied upon by any employee or the Union as a basis for any claim.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 46

**MEDICALLY RESTRICTED EMPLOYEES -  
PARAGRAPH (66)**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations, the Union expressed its concern that the Company sometimes applies the provisions of Paragraph (66) of the Master Agreement in a manner that may deprive medically restricted employees of job placement opportunities.

In response to the Union's concern, the Company reconfirmed its policy to provide employment opportunities for physically restricted employees on an equitable basis. In this regard, the Company stated that it will make every reasonable effort for accommodations for physically restricted employees. This may require making appropriate modifications to job assignments, taking into consideration the needs of the business and the necessity to provide work assignments which add appropriate value to the Company's operations. These modifications will be considered in a manner consistent with such factors as:

- the employee's medical restrictions
- the safety of the restricted employee and others
- any required redistribution of work and the resulting impact on other employees
- the necessity to maintain efficiency of operations

It is understood that any problems arising from the administration of this document may be the subject of discussions between the parties.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**EMPLOYEE SENT HOME BEFORE END OF SHIFT**

STATEMENT OF POLICY

In a situation where the Company "sends home" an employee prior to the employee's regular shift quitting time and requests the employee to return at a later time on the same day, it will not be mandatory for the employee to return if the employee advises the Company that the employee does not elect to return as requested. This does not apply in situations where an employee is required to come in early on such employee's next regular shift following the shift on which the employee was sent home early, nor in situations where the Company, in accordance with the Collective Agreement, changes the established regular starting time of an employee's shift.

**SKILLED TRADES**

May 15, 2008

**Guide to Contents- Document 48**

**I Apprenticeship Training**

(a) Memorandum of Understanding- Apprenticeship Training	Pg. 287
(b) Registration of Apprentices and Length of Program	Pg. 289
(c) Seniority for Graduating Apprentices	Pg. 289
(d) Date of Entry Status- New Apprentices	Pg. 290
(e) Tuition Refund- Apprentices	Pg. 290
(f) Apprenticeship Layoffs	Pg. 290
(g) Apprenticeship and Journeyman/Journeywoman Retraining	Pg. 291
Attachment A to paragraph (g) Administration of Apprenticeship and Journeyman/Journeywoman Retraining Opportunities	Pg. 292

**II Technology**

(a) New Technology – Skilled Trades	Pg. 293
-------------------------------------	---------

**III Miscellaneous**

(a) Skilled Deductions- Skilled Trades	Pg. 295
(b) Skilled Trades Ongoing Discussions	Pg. 295
(c) Skilled Trade Training	Pg. 296
(d) Trade- Tool Replacement	Pg. 297
(e) Skilled Trades Licenses	Pg. 298
(f) Supplemental Help	Pg. 298
(g) Leaves of Absence – Relief Program Efforts	Pg. 299
(h) Preventive and Predictive Maintenance	Pg. 299

**Document – 48**

**Skilled Trades**

**I Apprentice Training**

**(a) MEMORANDUM OF UNDERSTANDING  
- APPRENTICE TRAINING**

Entered into this twenty seventh day of September 2005 between General Motors of Canada Limited and the National Union CAW

WHEREAS, the GM-CAW Master Skilled Trades Committee is responsible for reviewing and revising the apprentice training schedules when necessary, and

WHEREAS, changes in technology have impacted the work content of certain skilled trades classifications in some plants, and

WHEREAS, the parties desire that apprentices be properly trained for the work performed by journeymen/journeywomen in the skilled trades classifications in the plant, and

WHEREAS, the parties recognize that shop training schedules are solely training guides,

NOW THEREFORE, the parties agree as follows:

- 1.** The standard apprentice training schedules as identified by the parties will be revised in accordance with this Memorandum.
- 2.** The revisions will be applicable only to the training of apprentices on recognized bargaining unit work performed by journeymen/journeywomen in the skilled trades classification in the plant where the training schedule is being used.
- 3.** The amount and type of training will be in keeping with the training schedules and consistent with the work normally and regularly performed by the journeymen/journeywomen in the classification in the plant where the training schedule is being used. Appropriate training will be provided to perform work that is defined as "programming" if such "programming" is a recognized job function in the skilled trades classification in that plant.

4. The revisions are not in any way an agreement to reassign non-bargaining unit functions and/or work to the bargaining unit nor are they to be cited as a basis to resolve disputes concerning such matters or change any recognized lines of demarcation practices or settlements

5. The parties agreed to a Basic Safety Training Guide covering all approved GM-CAW Apprentice Training schedules except design classifications. The 80 hours of safety instruction provided for will be incorporated into the shop or related training schedules or a combination of both.

The total shop training shall remain 7,328 hours and the total related training shall remain 672 hours. The portion of the 80 hours to be provided as shop training shall be subtracted from existing "Optional Hours". The portion of the 80 hours to be provided as related training shall be subtracted from "Unassigned" related training hours.

When the method of providing this safety training has been jointly established locally, it shall be reviewed by the Local Apprentice Committee and the Local Joint Committee on Health and Safety and a copy of each revised schedule shall be forwarded to the GM-CAW Master Skilled Trades Committee for approval. The schedules revised in accordance with this agreement will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice.

6. It was recognized by the parties that it would be advantageous to permit the local parties to get the facilities and methods for safety training for apprentices in place and gain an appropriate amount of experience before implementing additional safety training for other skilled trades employees. Accordingly, it was decided that after a period of satisfactory experience this matter would be reviewed by the GM-CAW Master Skilled Trades Committee six months after the revised apprentice training schedules have been approved and as soon as practical thereafter the safety training of forty (40) hours for other skilled trades employees will be developed and implemented.



7. The parties agree furthermore, that a GM-CAW Standard Apprentice Plan booklet will be developed which will include the shop and related training schedules, the selection procedure and other general information pertinent to the Apprentice Program.

**(b) REGISTRATION OF APPRENTICES AND LENGTH OF APPRENTICE PROGRAM**

The parties discussed Union concerns regarding the need to increase the length of the apprentice program for certain trades. The Union cited additional training required by advances in technology and other factors as well as the relationship of the GM-CAW Apprentice training schedule to those established by provincial governing bodies.

The parties agreed that the GM-CAW Master Skilled Trades Committee would review the concerns raised during negotiations, including the steps necessary to register apprentices in the electrical trade as Electrician: Construction/Maintenance or other trades as may be affected.

**(c) SENIORITY FOR GRADUATING APPRENTICES**

**GENERAL MOTORS OF CANADA LIMITED**

The parties reaffirmed the interpretation and application of Paragraph (137) of the Master Agreement to graduating apprentices, as follows:

An apprentice shall upon graduation, be immediately credited with Skilled Trades date of entry seniority in the classification to which the employee has been apprenticed, in accordance with Paragraph (137) of the Master Agreement. Upon being credited with Skilled Trades date of entry seniority, the graduating apprentice would then exercise his/her seniority against the lowest seniority employee in the Skilled Trades classification in accordance with the Local Seniority Agreement as directed under Paragraph 58 of the Master Agreement.

**(d) DATE OF ENTRY STATUS - NEW APPRENTICES**

The parties discussed situations where the placement of a selected inplant apprentice applicant in the Apprentice Program is delayed. The Union emphasized that problems resulted when such a delay occurs due to (1) jury duty, (2) bereavement, (3) approved vacation time off, (4) a sick leave of absence under the provisions of Paragraph 74 of the Master Agreement or (5) short term necessity to train a replacement for the person who has been selected.

The Company agreed that if an opening occurs in the Apprentice Program and the employee selected to fill the opening is delayed for one of the reasons specified above and the delay is for not more than twenty-one (21) calendar days, that employee's date of entry for seniority purposes shall be the date the employee would have originally been placed in the program.

**(e) TUITION REFUND – APPRENTICES**

Subject to the conditions of the Tuition Refund Program, the Company's Tuition Refund Program is applicable to courses of instruction in approved educational or training institutions directed towards qualifying an employee as an apprentice in the skilled trades. In this connection the Company will cooperate and work with such education and training institutions in the development of courses directed toward qualifying an employee as an apprentice in the skilled trades.

**(f) APPRENTICE LAYOFFS**

The parties discussed problems that had been encountered during a Skilled Trades layoff which resulted in the removal of all apprentices from the program.

The Company stated that in the event a permanent reduction in force affected the Skilled Trades workforce at any of the plants covered by the current Master Agreement, local management would not lay off the total apprentice workforce during such reduction and would endeavour to maintain the continuity of the apprentice program.

**(g) APPRENTICE AND JOURNEYMAN/JOURNEYWOMAN  
RETRAINING OPPORTUNITIES**

The Union expressed its desire in ensuring that the Company have an adequate number of apprentices to be able to renew its Skilled Trades workforce and maintain its ability to operate competitively and productively. The Company expressed its desire to ensure that the skills of its trades workforce are maintained or refreshed where appropriate. The Company also explained areas where due to past restructuring and other factors its Skilled Trades workforce levels would need adjustment in order to ensure the Company's competitiveness.

The Union and the Company exchanged demographic and skill set information which lead to the Union's demand for enhancing the current apprentice and retraining program.

The parties acknowledged that forecasted business needs as well as projected attrition would determine the apprentice and retraining opportunities.

**DOCUMENT 48**  
**PARAGRAPH (g) - ATTACHMENT A**

**ADMINISTRATION OF APPRENTICE AND  
JOURNEYMAN/JOURNEYWOMAN RETRAINING  
OPPORTUNITIES**

During the current negotiations, the parties agreed that as the need arises, job opportunities would be filled at each location in the following manner.

1. Recall laid off apprentices to their applicable classification.
2. Retrain laid off journeyman/journeywoman.
3. Offer apprentice openings to qualified applicants who hold seniority rights at the location.
4. Offer preferential hire opportunities to applicants under the provisions of Document 14.
5. Fill apprentice opportunities through new hire.

The parties agreed that if an immediate need arises for a journeyman/journeywoman at any location, the Company would utilize the provisions of Document 14 – Preferential Hire.

The Master Skilled Trades Committee will develop selection guidelines subsequent to negotiations.

## **II NEW TECHNOLOGY – SKILLED TRADES**

### **(a) NEW TECHNOLOGY - SKILLED TRADES**

The parties discussed concerns regarding the introduction of new technology in the plants and its impact on the Skilled Trades workforce. Recognition was given to the role of the Skilled Trades workforce and their contributions to the competitiveness of the Company. Recognition was also given to the need for a cooperative attitude toward technological progress on the part of all parties ensuring the Company's growth and its ability to compete effectively.

The Company understands the Union's legitimate concern that ongoing changes in technology may alter, modify, or otherwise change the job content and responsibilities of Skilled Trades employees at plant locations. The Company is interested in affording maximum opportunities for Skilled Trades employees to progress with advancing technology and, as a result, the Company shall make available appropriate specialized training programs so that Skilled Trades employees, including apprentices, will be capable of performing the new or changed work.

It is understood such programs will not preclude the establishment of short-term local training programs required to address individual or unique requirements. It is further agreed these actions do not limit, or in any way reduce, the authority or responsibility of either the Committee on Technological Progress or the local Joint Apprenticeship Committees.

Finally, the parties agreed that a cooperative attitude towards continued technological progress would be enhanced through the establishment of a regular communication forum that encourages open and meaningful dialogue between the parties. Accordingly, the Company agrees that matters concerning advancing technology and its implication for the Skilled Trades workforce are appropriate subject matter for the semi-annual review meetings held in accordance with the provisions of Section 1 (Planning) of Appendix "R".

It was also agreed that there may be matters concerning technological developments that have implications beyond a single plant facility and/or location. As such, it would be appropriate for these matters to be reviewed at a GM-CAW Master Skilled Trades Committee meeting. In this regard, the Union Chairperson of the Master Skilled Trades Committee will play a key role in identifying those local technological developments to be included on the GM-CAW Master Skilled Trades Committee meeting agenda.

Upon prior notification to Divisional Labour Relations, the GM CAW Skilled Trades Coordinator may participate in the Master Skilled Trades Committee meeting in a facilitator role.

The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Master Agreement.

### **III MISCELLANEOUS**

#### **(a) DEDUCTIONS - SKILLED TRADES**

The Company will deduct, once each year from the regular wages of CAW represented Skilled Trades classification employees, an amount equal to one-half hour of the regular hourly rate including cost of living allowance in effect at the time the deduction is made from such employees. Such once per year deduction for skilled trades shall be remitted to the designated financial officer of the Local Union at the same time as the regular union dues are remitted pursuant to Section VI of the Master Agreement.

Skilled Trades dues will be deducted from the last payroll period ending in January of each year from all Skilled Trades employees on roll as of January 1st of that year. This deduction will only be made after any and all other claims and the regular dues deduction have been satisfied.

This deduction is in addition to the regular dues deduction set forth in Section VI of the Master Agreement.

In the event that there are insufficient net earnings in the above-mentioned pay period to cover the deduction, the Company shall make the deduction from the first subsequent pay period in the calendar year during which the employee has sufficient net earnings. The Company shall have no responsibility for the collection of such dues if the employee has insufficient net earnings during the remainder of the calendar year.

The Union agrees to indemnify and save the Company harmless in the event that an employee shall make any claims against the Company as a result of this deduction from the employee's wages pursuant to the terms of this Memorandum.

#### **(b) SKILLED TRADES - ONGOING DISCUSSIONS**

##### **GENERAL MOTORS OF CANADA LIMITED**

The parties discussed at length situations where Skilled Trades employees were laid off due to fluctuations in production schedules and work, which affected laid off employees were capable of performing, had been subcontracted to non-General Motors sources.

The parties also devoted considerable time discussing the realities of the competitive environment and the need to maximize uptime of equipment and productive capacity of machines and facilities in order to attain schedule. The parties acknowledged that in order to achieve this maximization ongoing skilled trades utilization must continually be assessed.

The parties recognized that the maximization of uptime would ultimately improve our competitive position and enhance the long term security of our operations and employees.

In these discussions the parties agreed that the appropriate forum for ongoing discussion of these issues is at each location. Accordingly, the parties agreed that within sixty (60) days of the effective date of this Agreement a committee will be established at each location.

The parties recognized the benefits that can be achieved by having ongoing dialogue and that this process can be used to address concerns and discuss ideas consistent with the intent of this Document.

The parties agreed that issues subject to local discussion may include:

- utilizing laid off skilled trades employees to perform work that is normally subcontracted;
- incidental work practices and access rights;
- extended warranties on Company purchased equipment;
- effective utilization of skilled trades employees;
- advanced notice of contracting out work in the tooling area.

### **(c) SKILLED TRADES TRAINING**

The parties discussed the importance of the role of the skilled trades workforce in the operation of the Company's plants, and their contribution to the competitiveness of the organization as a whole. They further recognized that the technology in use in the Company's plants is in a state of ongoing change and that this change process requires various training programs at the national and local levels to maintain the skills of skilled trades employees.



To support the above, the parties agreed that the GM-CAW Master Skilled Trades Committee described in Paragraph (122) would have ongoing responsibility for the review of major skilled trades training needs, including facilities and resources, and for the recommendation of appropriate training programs to the GM-CAW Training Review Committee. This does not preclude the establishment of various short-term local training programs required to address individual or unique requirements.

The parties also discussed in-plant Technical Learning Centres. During these discussions the Union wanted to make the Company aware of the potential to establish or upgrade existing Technical Learning Centres should business conditions warrant and government funding partnerships be available.

#### **(d) SKILLED TRADES - TOOL REPLACEMENT**

The parties discussed the problems encountered by some skilled trades employees in obtaining replacements for tools which are broken, lost, stolen or damaged in the course of their work assignment.

As a result of these discussions Management stated that:

1. Skilled trades employees have historically provided their own tools of the trade and this practice will continue,
2. Skilled trades employees have traditionally taken pride in maintaining their tools and equipment in good condition, recognizing that such tools are subject to normal wear, however,
3. Management will, upon the recommendation of their immediate supervisor, repair or replace skilled trades employees' personal tools which are broken, lost, stolen or damaged in the course of their work assignment, provided that damaged or broken tools are presented to the supervisor.

It is understood that these provisions will not apply if:

1. The tool guarantee covers the loss, or
2. The loss or damage is not reported as soon as possible.

**(e) SKILLED TRADES LICENSES**

The Company agreed to pay for, upon receipt of verification of payment, the annual fee for special licenses required by the Company which are over and above the basic trade license.

As well, the parties discussed legislated technical standards such as those of the Technical Standards & Safety Authority and how such standards affect Skilled Trades employees. The Union expressed particular concern, that as existing standards change, and new legislation is introduced, Skilled Trades employees may be excluded from customarily performed work due to insufficient training and/or lack of certification. To alleviate this concern, the Company assured the Union that it will fulfill its' obligations to both existing and future legislation, and its Skilled Trades workforce as detailed in the Collective Agreement.

Additionally, the parties agreed that it would be appropriate for the Master Skilled Trades Committee to periodically discuss legislated certification, training and licensing requirements and the impact of these on plant efficiencies, productivity, and the Skilled Trades workforce.

**(f) SUPPLEMENTAL HELP**

Concerning Paragraphs (155) and (156) of the Master Agreement the Union objected to the manner in which the Company utilized employees designated as Supplemental Help to the Skilled Trades classifications.

The Company stated that Supplemental Help will be used to assist qualified journeymen/journeywomen and their retention will be subject to the provisions of Paragraph (156) of the Master Agreement.

As a result of our discussions on this subject, the Union was assured that employees will neither be selected nor retained as Supplemental Help in any trade while there are available qualified journeymen/journeywomen in the particular trade who meet all of the Company's normal employment standards.

The Company is prepared to discuss with the appropriate Skilled Trades representative, any problems resulting from employees being retained in the Supplemental Help status for too long a period. In any event a quarterly review should be made by the parties.

However, in the event the appropriate Skilled Trades representative requests a meeting with Management regarding the aforementioned utilization of Supplemental Help, such meeting will be held forthwith.

The Company will use its normal employment methods for making known its needs for journeymen/journeywomen. The Company further stated that, in any long term shortage of journeymen/journeywomen, the Company will utilize the Apprentices Program to augment its needs.

**(g) LEAVES OF ABSENCE – RELIEF PROGRAM EFFORTS**

The Company confirmed to the Union that applications for leaves of absence by Skilled Trades employees to participate in International or Canadian relief programs/agencies will be considered under the provisions of Paragraph (69) of the Master Agreement.

**(h) PREVENTIVE AND PREDICTIVE MAINTENANCE**

The parties discussed programs related to plant preventive and predictive maintenance. As part of these discussions, it was recognized that Skilled Trades employees are actively participating in the Company's planned maintenance program at all plant locations.

Central to these discussions was the acknowledgement of the importance of such programs to the success of our assembly and manufacturing operations, and the critical role Skilled Trades employees play in the pursuit of these program objectives. To fully realize the opportunities existing within these programs, the parties have agreed that following negotiations, local meetings will be held between members of plant management and the plant Skilled Trades representatives to explore opportunities to enhance the participation and training of Skilled Trades employees.

## **STATEMENT ON TECHNOLOGICAL PROGRESS**

During negotiations the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) and its Locals No.222, No.1973, No. 199, and No. 636, each respectively referred to in this Agreement as "Local Union" said "National Union CAW" and said "Local Unions" also referred jointly in this Agreement as "Union", has claimed that certain work which is performed at some plant locations where the Union is the certified bargaining representative of certain employees has been improperly assigned to non-represented employees of General Motors.

Certification of the Union by a Labour Relations Board as the Collective bargaining representative does not constitute an award of work. Such certification is only a determination that a majority of the employees in an appropriate unit have selected a particular union as their representative for purposes of collective bargaining. Such a determination by the Board does not fix the duties of work tasks of such employees nor does it determine job content; it is, however, based on a unit that is found appropriate because, among other things, it includes classifications of employees who, generally speaking, have a community of interest and perform related work functions.

In successive Master Agreements the parties have recognized that continuing improvement in the standard of living of the employees covered thereby depends upon technological progress, better tools, methods, processes and equipment as well as a cooperative attitude on the part of all parties in such progress.

The Company is mindful of the Union's concern regarding the scope and work content of job classifications of employees in the bargaining unit and how such may be affected by advancing technology. Accordingly, a GM-CAW Master Committee on Technological Progress, comprised of five representatives of the National Union CAW and five representatives of the Company, will be established. The Master Committee will meet monthly unless otherwise mutually agreed, or, within a reasonable period of time following the request of either the Company or Union members of the Master Committee, and will discuss the development of new technology at the Company level and its impact upon the

scope of the bargaining unit. The Master Committee will also discuss other matters concerning advancing technology that may be referred to it by the Local New Technology Committee as well as claims of erosion of the bargaining unit.

Since the first Master Agreement of July 6, 1953, many necessary changes in methods and processes have had an impact upon the scope and work content of job classifications of both represented and non-represented employees.

Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union.

It is not the Company's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location. The Company recognizes that a mere novelty or the sophistication of new technology alone is not grounds for withdrawing work from represented employees. Similarly, the Company does not believe that the perimeters of the bargaining unit at a particular plant location should be expanded by the inclusion of employees in job classifications, the work content of which is inappropriate to the unit.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including the introduction of computers or other new or advanced technology will not serve to shift the work function from represented to non-represented employees.

In view of the Company's interest in affording maximum opportunity for employees to progress with advancing technology, the Company shall make available short-range, specialized training programs for those employees who have the qualifications to perform the new or changed work, where such programs are reasonable and practicable. Therefore, in the event the work performed by employees covered by the Master Agreement is altered as the result of technological changes so that additional short-range training may be required, the Company is willing to train such employees where practicable to enable them to perform such work.

What follows sets forth a means of resolving disputes concerning the particular problems occasioned by advancing technology. A Local New Technology Committee will be established at each plant location covered by the Master Agreement within thirty (30) days following the effective date of this Agreement. This Committee will consist of up to four (4) Union representatives, selected from among the members of the Shop Committee. The number of Union representatives on the Committee will in any event be limited by the size of the Shop Committee at plant locations with fewer than four (4) members of the Shop Committee. The Union membership of this Committee will include the Chairperson of the Shop Committee and a Shop Committee member who normally represents Skilled Trades employees at that location. Management will designate a comparable number of members of Management as members of the Local New Technology Committee at each location.

Where the initial introduction of a new or advanced technology at a plant location may cause a shift of work from represented to non-represented employees, affect the job responsibilities of represented employees or otherwise impact the scope of the bargaining unit, the Local New Technology Committee will meet and discuss the matter. Such discussion will take place as far in advance of implementation of such a technological change as is practicable.

The Local New Technology Committee will at that time discuss the extent to which such technological changes may affect the work performed by represented employees at the plant location involved. The Union members of the Local New Technology Committee and the National Union CAW will be provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). Comments by the Union members of the Local New Technology Committee concerning the information provided will be carefully evaluated by the Management members of the Committee in accordance with the Company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to represented employees at the plant location.

The Local New Technology Committee members will be provided a list of the number of employees, by classification, thirty (30) days after the effective date of the Agreement which will be updated periodically.

Settlements made by the local parties concerning the assignment of work functions as between represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded to the National Union CAW and the Company and will be reviewed by the Master Committee on Technological Progress within thirty (30) days of the date of settlement. In the event either the Company or the National Union CAW does not approve the settlement following the review by the Master New Technology Committee, the subject matter in dispute will be referred to the Management-Shop Committee Step of the Grievance Procedure and processed in accordance with the applicable provisions of the Grievance Procedure.

**DOCUMENT 49 - ATTACHMENT A**

**STATEMENT ON TECHNOLOGICAL PROGRESS**

With respect to existing grievances or grievances which may hereafter be filed involving the assignment of work functions as between represented and non-represented employees prior to September 14, 1979, the National Union CAW and the Company agree that such grievances will be resolved on the following basis:

1. Where a work function at a plant location preceded the certification of the Union, the work function will be assigned as it was assigned at the time of the certification, unless there has been a written agreement otherwise.

2. Where a work function was introduced at a plant location following the certification of the Union, the work function will be assigned as it was originally assigned, unless there has been a written agreement otherwise.

Grievances which allege the improper assignment of work tasks to non-represented employees involving work functions which were initially assigned at a plant location on or after September 14, 1979 will be resolved on their individual merits. To facilitate settlement of such grievances the Company and the National Union CAW are in agreement that the assignment of represented or non-represented employees depends upon the work function involved and not necessarily upon the work tasks required to accomplish such work function.



**DOCUMENT 49 - ATTACHMENT B**

**STATEMENT ON TECHNOLOGICAL PROGRESS**

During these negotiations, the Union stated that additional explanation was needed to clarify circumstances under which notices should be provided as set forth in the Statement on Technological Progress. Accordingly, the parties agreed upon the following examples of situations where notification should be given:

(a) The first introduction of a technology as compared to previously existing plant technology.

(b) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

(c) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The parties also highlighted that the Master Agreement provides for the presentation of the notices to take place as far in advance of implementation of the technological change as is practicable. This is not only to enable the Local and Master New Technology Committees to discuss the impact such introduction of technology has on the bargaining unit, but also to discuss timely implementation of employee training to prepare them to perform their appropriate functions.

Doc. No. 50

## **PROCESS FOR REVIEW OF NEW TECHNOLOGY**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed certain problems relative to the process for the new technology review which is anticipated in Document 49 "Statement on Technological Progress". The parties agreed that, although the current Agreement language is adequate in principle, an orderly procedure to review the effects of new technology is required.

In order to improve the communication of new technology being introduced into the Company's plants and the considerations of the impact of such introduction, the parties agreed that:

- The GM-CAW Master Committee on Technological Progress would consist of seven (7) representatives of both the Union and Company. Two of the Company representatives could be rotated, as necessary, to provide technical expertise in describing the subject technology and its effect on the members of the bargaining unit.
- Letters will be exchanged by the parties within sixty (60) days of the effective date of this Agreement, naming their respective members of the Committee. At the same time the parties will exchange the names of the members of the Local New Technology Committees at each of the Company's plants.
- The GM-CAW Master Committee on Technological Progress will meet as described in Document 49 to discuss new technology trends and activities at a Company level and the impact on the scope of the bargaining unit. These discussions would take place prior to the local level discussions. The Master Committee will also discuss other

matters concerning advancing technology which may be referred to it by the local new technology committees. The Master Committee will be furnished with copies of the detail information described in points A., B., C. and D. below as provided locally.

- As described in Document 49, when the introduction of "a new or advanced technology at a plant location may":
  - (1) cause a shift of work from represented to non-represented employees,
  - (2) affect the job responsibilities of represented employees, or
  - (3) otherwise impact the scope of the bargaining unit,the Local New Technology Committee will meet and discuss the matter.

At meetings of these Local New Technology Committee, Company representatives will be present so that the details can be provided regarding the extent to which the technological change under discussion "may affect the work performed by represented employees at the plant location". Further, at such meetings the following will be provided:

- A. a written description of the technology being contemplated,
- B. a written description of the equipment being introduced,
- C. the intended use of the equipment, and
- D. the anticipated installation date(s) of the equipment.

Any settlement made by a Local New Technology Committee regarding the assignment of work functions between the represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded for review by the Master Committee on Technological Progress within thirty (30) days of the date of settlement.

It was further agreed that any work assignments which were implemented during the 1984 Agreement and, which are still under protest, will be forwarded to the Master Committee on Technological Progress for review as required by Document 49.

C.A. Ollila  
General Director, Labour Relations

Doc. No. 51

**RECREATIONAL FITNESS PROGRAM**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the important contribution that physical fitness programs can make, both to the employee's personal well-being and to performance on the job.

The Company, therefore, agrees with the Union to study recreational fitness options. This study will commence immediately following negotiations and will be conducted by a team comprised of two representatives appointed by the President National Union CAW and two by the General Director, Labour Relations.

The analysis will be directed at a variety of programs which could include those currently available in company plants, plant-city communities, those which might reasonably be developed in-plant, or any combination of such programs.

It is further understood that any in-plant options must preserve the efficiency of operations and that employee participation in such in-plant activities be outside of the specific hours of the employee's shift.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 52

**NATIONAL PARTS DISTRIBUTION CENTRE,  
WOODSTOCK- OFFSITE FACILITIES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current contract negotiations, the Company and the Union held discussions concerning the Union's claim that future job opportunities for CAW members of the Company's National Parts Distribution Centre, Woodstock might be lessened by a Management decision to utilize offsite facilities.

The Company stated to the Union that on future occasions in which it determines it is necessary for the efficiency of its operations to use offsite facilities in the same community, the Local Union will be advised of the Company's plans and be given the opportunity to discuss the effect of such plans on job opportunities for bargaining unit employees.

In the event such offsite facility is to be used as a location to unitize or paint parts, it is agreed that the normal warehouse functions will be performed by included employees, provided such arrangements can be made and warehousing services are not subject to commitments to another labour organization; it being understood that where available, the Company will utilize facilities at which warehousing services are not subject to commitments to another labour organization, provided it is reasonably comparable in facilities and location.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 53

**SOCIAL JUSTICE FUND**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

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

In recognition of the Union's objective to continue the Social Justice Fund and subject to the conditions set forth in the following points (1) to (5), the Company will make quarterly contributions to the said fund equal to six (\$0.06) cents per hour worked in the preceding thirteen (13) week period. The quarterly contribution will be made available from the Special Contingency Fund. The contribution will be payable on the following dates:

<u>Hours Worked</u> <u>From</u>	<u>Hours Worked</u> <u>To</u>	<u>Payment Date</u>
<u>09/29/08</u>	<u>12/28/08</u>	<u>01/31/09</u>
<u>12/29/08</u>	<u>03/29/09</u>	<u>04/30/09</u>
<u>03/30/09</u>	<u>06/28/09</u>	<u>07/31/09</u>
<u>06/29/09</u>	<u>09/27/09</u>	<u>10/31/09</u>
<u>09/28/09</u>	<u>12/27/09</u>	<u>01/31/10</u>
<u>12/28/09</u>	<u>03/28/10</u>	<u>04/30/10</u>
<u>03/29/10</u>	<u>06/27/10</u>	<u>07/31/10</u>
<u>06/28/10</u>	<u>09/26/10</u>	<u>10/31/10</u>
<u>09/27/10</u>	<u>12/26/10</u>	<u>01/31/11</u>
<u>12/27/10</u>	<u>03/27/11</u>	<u>04/30/11</u>
<u>03/28/11</u>	<u>06/26/11</u>	<u>07/31/11</u>
<u>06/27/11</u>	<u>09/25/11</u>	<u>10/31/11</u>
<u>09/26/11</u>	<u>12/25/11</u>	<u>01/31/12</u>
<u>12/26/11</u>	<u>03/25/12</u>	<u>04/30/12</u>
<u>03/26/12</u>	<u>06/24/12</u>	<u>07/31/12</u>
<u>06/25/12</u>	<u>09/23/12</u>	<u>10/31/12</u>

The following conditions are applicable:

- (1) The Union operates the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (2) The Union operates the non-profit corporation as a registered charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (3) The Union obtains and maintains a favourable Income Tax Ruling from the Canada Revenue Agency that all contributions which the Company makes to the non-profit corporation are tax deductible.
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
  - (a) Contributions to other Canadian nonpartisan charities that are registered under the Income Tax Act,
  - (b) Contributions to nonpartisan international relief efforts that are considered reasonable and which do

not hinder the non-profit corporation's ability to maintain its status as a registered charity, in good standing under the Income Tax Act.

- (c) Contributions to any Canadian or international nonpartisan relief efforts to which other Canadian registered charities, registered under the Income Tax Act, are also making financial contributions.
- (d) Contributions to any non-governmental and nonpartisan development group recognized by the C.I.D.A. and registered as a charity under the Income Tax Act.

(5) The Union provides the Company with the annual audited financial statements and summaries of each year's donations made by the nonprofit corporation.

It is agreed by the parties that the Company will pay each subsequent quarterly contribution as set forth above, as long as the requirements of points (1) to (5) above continue to be met.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Accepted and Approved:  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW)

By: Basil "Buzz" Hargrove,  
President National Union CAW



## **MEMORANDUM OF UNDERSTANDING REGARDING ATTENDANCE**

During these negotiations the parties discussed problems associated with absenteeism and agreed that high levels of absenteeism are harmful to the success of the business in terms of cost, quality and efficiency. In addition, unnecessary and unanticipated absences by a minority of employees create undue hardship on the majority of employees who attend work on a regular basis.

The parties recognize that the Company must accept sole responsibility for dealing with many aspects of the absenteeism problem. However, there are other aspects of the problem which could be addressed more effectively through jointly recommended initiatives. Such initiatives could include recommendations involving:

- Ergonomics,
- Rehabilitation of employees on long term disability leave, or other personal medical conditions, and assistance in their return to productive employment,
- Location of suitable work for medically restricted employees.

Accordingly, the parties agreed to establish a Committee for Attendance Improvement. This Committee will have six (6) members; three to be appointed by the President National Union CAW, and three to be appointed by the General Director, Labour Relations, General Motors of Canada Limited. Among its responsibilities the Committee will:

1. Achieve understanding of those attendance issues which can be dealt with jointly, and those which should continue to be solely the responsibility of the Company; and communicate this understanding to the local parties.
2. Analyze attendance data and other information on an ongoing basis to determine the underlying causes of absenteeism and recommend initiatives for improved attendance.

3. If the local parties decide, on their own, to develop joint attendance analysis or other initiatives, the Committee for Attendance Improvement will provide guidance and direction if requested.

C.A. Ollila  
General Director, Labour Relations

B. Hargrove  
President National  
Union CAW

Doc. No. 55

## **ALTERNATIVE WORK SCHEDULES**

**GENERAL MOTORS OF CANADA LIMITED**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the 1987 negotiations, the parties discussed at length the advantages of an alternative work schedule which would accommodate the needs of our employees and at the same time recognize the Company's need to maintain quality, efficiency and capacity utilization (including the right to schedule weekend overtime).

In meeting these objectives it was further recognized that such a work schedule, while maintaining current compensation levels, must not represent an increase in cost to the Company.

Relative to the establishment of alternative work schedules the parties recognize that various provisions of the Master Agreement may, subject to the approval of the Divisional Labour Relations Staff and the National Union CAW, require modification and/or waiver. Should the parties agree to such modifications, the Company and the National Union CAW will monitor the implementation of the work schedules to ensure they are consistent with the objectives stated above.

During the current negotiations, the parties further discussed the advantages of alternative work schedules due to the changing dynamics of the auto industry and the problems of overcapacity in North America. Accordingly, the parties recognize that alternative work schedules could be a strategy to increase capacity utilization and a factor contributing to the enhancement of employee job security.

As a result of these discussions, the parties agreed to establish a Joint Study Group comprised of three (3) representatives designated by the President National Union CAW and three (3) representatives designated by the General Director, Labour Relations for General Motors of Canada.

The Joint Study Group will be responsible for examining different operating approaches, including alternative work schedules, which are currently being experimented within the auto industry to maximize capacity utilization.

The results of the Joint Study Group will be communicated to the President National Union CAW and the General Director, Labour Relations for General Motors of Canada to assess potential application in Canada.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 56

**TRAVEL TIME CONSIDERED AS HOURS WORKED  
WHEN TRAVELLING ON COMPANY BUSINESS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed employees travelling on company business and appropriate compensation for such travel times.

**Definitions:**

**(1) Geographic Area**

Any work location within 80 km of another work location is considered to be within the same geographic area.

**(2) Travel Time is defined as time spent travelling to and from:**

- (a)** one work location to another work location,
- (b)** an employee's home and another work location provided such location is in another geographic area
- (c)** a work location and a public terminal,
- (d)** an employee's home and a public terminal, and,
- (e)** one public terminal and another

**Travel Time considered as hours worked**

- (3) (a)** Time spent by an employee travelling on Company business during the employee's normal work hours during the work week (Monday through Friday) and the same hours on Saturday, Sunday or a holiday will be considered as hours worked regardless of the mode of transportation (ie. driving, riding as a passenger in a car or travelling on public transportation). Normal meal time is deducted from travel time.

(b) Time spent by an employee travelling on Company business outside normal work hours is considered as hours worked, except normal meal time, only under the following conditions:

(1) The employee is requested by Management, to drive.

(2) The employee has requested and received permission to drive a car in lieu of public transportation. Only the time spent driving which is equal to the amount of hours the employee would have travelled and been paid for on prescribed public transportation will be considered as hours worked, even though the employee may spend a greater number of hours driving.

(3) Time spent by an employee travelling outside the geographic area on a one (1) day assignment (employee does not stay overnight) will be considered as hours worked, regardless of the mode of transportation used.

(4) Time spent travelling to a public terminal or another point of departure will be considered as hours worked only if the home plant and public terminal or point of departure are not in the same geographic area.

(5) Travel time considered as hours worked is compensated at the appropriate rate (ie. straight time, time and one-half or double time). Shift premium and cost-of-living allowance are added if applicable.

#### **Travel Time Not Considered as Hours Worked**

(4) Normal travel time from home to work location will not be considered hours worked.

(5) Time spent by an employee travelling on Company business outside normal working hours is not considered as hours worked under the following conditions:

(a) The employee travels by public transportation or as a passenger in a car on other than a one (1) day assignment.

- (b) The employee drives to another plant or office or from home to a public terminal or to another point of departure if their plant or office is within the same geographic area.
  - (c) The employee requests and receives permission to drive a car in lieu of using public transportation. Time spent by the employee driving which exceeds the hours the employee would have travelled and been paid for on public transportation will not be considered as hours worked, even though the employee may spend a greater number of hours driving.
- (6) During normal working hours, time spent away from home while not actually travelling on Company business or actually working is not to be considered as hours worked if the employee is completely relieved from performing work for a definite specified time even though such non-working hours occur during normal work hours on any calendar day of the week.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 57

**BEREAVEMENT PAY ELIGIBILITY - APPLICATION  
OF 164(b)**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the application of Paragraph (164)(b) of the Master Agreement relative to the situation of a common-law spouse as it would impact the definition of immediate family for purposes of eligibility for bereavement pay and also situations when the funeral of an immediate family member is unusually delayed.

In response to the Union's concern, the Company stated that a common-law spouse would be considered a spouse for purposes of the application of Paragraph (164)(b) provided that the employee had been co-habiting and residing publicly with the common-law spouse for one year as of the time the death occurred and was shown as the employee's spouse on Company Benefit Plan records. In the event the employee has not declared a spouse within any of the benefit records, the Company may require additional verification of the common-law relationship.

In response to the Union's concern regarding situations where multiple deaths occur on the same day in a seniority employee's immediate family, as defined in Paragraph 164(b), the employee, upon request, will be excused for any of the first six (6) normally scheduled working days (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays) within the ten (10) calendar day period immediately following the date of deaths provided the absence is related to the family member's death and appropriate documentation regarding the death is submitted to the Company.



Furthermore, the parties discussed the situation where an otherwise eligible employee who, by reason of a scheduled vacation leave of absence requires bereavement leave on a day other than one of the first three (3) or four (4) normally scheduled working days, whichever is applicable. Such employee will be excused from work and be eligible for pay for any three (3) or four (4) normally scheduled working days, whichever is applicable, within the ten (10) calendar day period immediately following the death of a member of the employee's immediate family as defined, provided the absence is related to the family member's death.

Further, the Company also advised the Union that when the funeral of an immediate family member is unusually delayed, the employee excused from work under Paragraph (164)(b) may receive bereavement pay for up to three (3) or four (4) normally scheduled working days of absence, whichever is applicable, immediately preceding or immediately following the date of the funeral provided the employee attends the funeral even if one or more successive days in question occur after the tenth day following the date of death.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 58

**TUITION ASSISTANCE PLAN FOR DEPENDENT  
CHILDREN**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

The Company offers and administers a tuition assistance plan for dependent children under which eligible active and retired employees will, under such terms and conditions as the Company may from time to time establish, receive an amount of up to \$1,300 per eligible child per calendar year in tuition assistance. This amount is to be applied toward tuition cost and compulsory fees charged at accredited post secondary institutions. The Plan does not cover non-tuition costs such as books, computers, supplies or other miscellaneous fees.

Applications must be submitted by March 31 of the year following the calendar year in which class(es) began. Eligible employees may claim only for expenses not covered by any other financial aid (i.e. scholarship, grant, etc.).

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 59

**VACATION PAY ADVANCES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the Company's practice regarding the payment of vacation pay advances.

The Company reviewed its current practice of paying vacation pay advances to the level which the employee has earned at the point in time the vacation pay advance request is made.

The Company reaffirmed that it would continue its current practice.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 60

**PREGNANCY LEAVE OF ABSENCE - VACATIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties agreed that an employee absent from work as a result of a pregnancy leave of absence shall receive credit towards pay periods worked, for up to a maximum of seventeen (17) weeks, toward the accumulation of the minimum hours pursuant to Paragraph 113 of the VACATION PAY ALLOWANCES (Section XIV) of the Master Agreement. In order for such employee to receive credit toward pay periods worked while on a pregnancy leave of absence they must have otherwise been scheduled to work during the period of such pregnancy leave, have worked during at least one (1) pay period in such employee's eligibility year and otherwise be eligible for vacation pay and paid absence allowance.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

## **NOTICE OF VACATION SHUTDOWN**

### **STATEMENT OF POLICY**

It is recognized that advance notice of any shutdown for vacation purposes is desirable in order to enable employees to make personal vacation arrangements. In the past it has been the practice of the Company to give such advance notice.

It must be recognized, however, that there can be extenuating circumstances which will have a direct effect upon the length of time such notice is given in advance of the vacation period.

In this regard, every reasonable effort will continue to be made by Management to schedule vacations for Skilled Trades employees on a seniority basis (utilizing skilled trades date of entry seniority), having regard for the necessity to retain an efficient and experienced skilled trades work force during the normal vacation months in any year.

It is the intention of the Management to give employees notice of the dates of the vacation shutdown, where practicable, during the month of March of any given year. In the event it is not practicable to give such notice by May 1st, Management will meet with the Shop Committee and discuss the reasons why it was not practicable to give such notice.

In the absence of compelling reasons which would require otherwise, Management will continue the practice of recent years of scheduling a two-week vacation period some time in the months of July and August.

It is the policy of the Company to cooperate with employees who have made personal vacation plans based on the Company's announced dates for vacation shutdown. It is recognized that changing the dates of the vacation shutdown, once they have been announced, could possibly result in financial loss to some employees. (Experience has proven that few are so affected.)

Accordingly, employees who have made vacation plans based on the originally announced vacation shutdown dates and who present satisfactory evidence to Management that they are unable to change such plans without suffering financial loss, will be permitted to take time off during the original vacation shutdown period. This statement shall not apply to employees on types of work which are normally continued or performed during the annual vacation shutdown.

The Company also recognizes the desirability of providing employees with additional vacation time, the total time off being equal to the vacation pay allowance to which their seniority would have entitled them on June 30 prior to the additional requested time off. Such requests for additional vacation time off can be considered only in a manner that preserves the efficiency of operations while taking into account the desires of employees.

Accordingly, Management at each plant will establish a procedure whereby employees may make application in writing for such additional vacation time in the first quarter of each calendar year and indicating first, second, and third choices. Should the plant's vacation dates not be announced before March 15 in any year, mutually satisfactory arrangements may be made by the local parties regarding requests for additional vacation time off. In the event more employees apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement or inventory will be given first consideration for time off during periods other than the shutdown period.

The local parties maintain the right to agree to a week outside of the designated period if it is more advantageous to the plant operations.

Doc. No. 62

**HOLIDAY PAY AND DISCIPLINARY LAYOFFS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations, the parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday or Scheduled Paid Absence. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To insure uniformity between plant locations in the administration of discipline in such situations, the Company advised the Union that, as a matter of policy as of the effective date of the Master Agreement, loss of holiday or Scheduled Paid Absence pay will not be included as part of the disciplinary penalty assessed.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 63

**COMPENSABLE INJURY - VACATIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties agreed that an employee disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under the VACATION PAY ALLOWANCES (Section XIV) of the Master Agreement for pay periods the employee would otherwise have been scheduled to work during the period of compensable disability, provided the employee has worked during at least one (1) pay period in such employee's eligibility year and is otherwise eligible for vacation pay and paid absence allowance.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



**MEMORANDUM OF UNDERSTANDING**

**NIGHT SHIFT PREMIUM FOR CHRISTMAS  
HOLIDAY PERIOD**

The calculation of night shift premium which will be paid to eligible employees who receive payment for holidays falling in the full week of the Christmas Holiday Periods as specified in Paragraph (90) of the Master Agreement, will be made as follows:

For purposes of determining night shift premium for each of the Christmas Holiday Periods occurring during the term of the Master Agreement, the Company will calculate each employee's gross night shift premium for the fifty pay periods immediately following the preceding Christmas Holiday Period and the balance of each employee's gross earnings for the same pay periods. The gross earnings figure will include straight time base pay, overtime premium pay, cost of living allowance and holiday pay.

The Company will then compute the percentage of gross night shift premium pay to gross earnings by dividing the gross earnings figure for the same pay periods into the gross night shift premium figure for the same pay periods. The percentage night shift premium figure so arrived at for each eligible employee will be used to calculate the amount of night shift premium pay that will be included in payment for holidays falling within the full week of the Christmas Holiday Period in the corresponding year.

Doc. No. 65

**PLANT VACATION SHUTDOWN AND HOLIDAYS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed circumstances when a holiday specified in Paragraph (90) of the Master Agreement may fall during a plant vacation shutdown.

The parties agreed that when a specified holiday falls within a plant vacation shutdown period, employees who would have been on holiday except for the fact they are on vacation, will be paid at the employee's straight time rate of eight (8.0) hours for the holiday and will be credited an additional eight (8.0) hours of non-compensated Paid Absence Allowance (P.A.A.) in lieu of the holiday. These additional hours will be added to such employees' current P.A.A. credit, and will thereafter be treated in accordance with the provisions of Section XIV of the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 66

**USE OF VACATION TIME**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the desirability of providing employees with time off equal to the vacation pay and paid absence allowance they are entitled to under the provisions of Section XIV of the Master Agreement.

The parties agreed to continue discussions during the term of this agreement on methods of implementing the principle of full utilization of vacation in a manner consistent with the Company's desire to minimize operational complexity and administrative burden. The parties further agreed that changes are required to the current vacation pay provisions (Section XIV of the Master Agreement) prior to implementing the above stated principle.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 67

**ACCUMULATED CREDIT  
PROBATIONARY EMPLOYEE -  
PARAGRAPH (91)(a) OF MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the recent contract negotiations, the parties affirmed their understanding that unless a probationary employee is at work on the 90th (ninetieth) day of the employee's accumulated credited period, such employee must work another day within the probationary period to acquire seniority. However, if the 90th (ninetieth) day of the employee's accumulated credited period falls on a holiday, the employee will be considered as having seniority as of the holiday for purposes of holiday pay eligibility.

Yours truly

C.A. Ollila  
General Director, Labour Relations

**MEMORANDUM OF UNDERSTANDING -  
NIGHT SHIFT PREMIUM ON VACATION PAY AND  
UNUSED PAID ABSENCE ALLOWANCE CREDIT**

During the fifty-two pay periods, as defined in Paragraph 113, the Company will calculate each employee's gross shift premium pay for those periods and the balance of each employee's gross earnings for those periods. The gross earnings figure will include straight time base pay, overtime premium pay, cost-of-living allowance and holiday pay.

The Company will then compute the percentage of gross shift premium pay to gross earnings by dividing the gross earnings figure for the specified fifty-two pay periods into the gross shift premium figure for the same fifty-two pay periods. The percentage shift premium figure so arrived at for each employee will be used to calculate the amount of shift premium pay that will be included in each employee's vacation pay and unused paid absence allowance credit, payable in the corresponding year, computed in accordance with the provisions of Paragraph (115), (115)(a), (115)(b) and (115)(c) of the Master GM-CAW Agreement.

Doc. No. 69

**BEREAVEMENT LEAVE, JURY DUTY AND  
HOLIDAYS**

**PARAGRAPH (91)(c) OF MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, General Motors of Canada Limited reaffirmed the matter of Mr. A.G. Stapleton's letter regarding Bereavement Leave and Paragraph (91)(c) of the Master Agreement. The text of that letter is essentially as follows:

During recent contract negotiations pertaining to Paragraph (91)(c) of the Master Agreement, the Company stated that in the event an employee does not work during the week in which two or more Holidays fall and the employee's absence is due to the combination of Bereavement Leave or Jury Duty and the observation of the Holidays, such employee will be considered to have worked during the week for the purposes of Paragraph (91)(c).

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 70

**JURY DUTY - SECOND AND THIRD SHIFT  
EMPLOYEES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations, the Union raised the problem encountered by certain second and third shift employees who are called for and perform jury duty. The Union pointed out that such second and third shift employees would prefer to be excused from work on the shift prior to the day on which jury service begins rather than the shift following the last day of jury service. The application of this Document as it pertains to second shifts relates only to shifts which commence on or after 4:00 P.M.

In line with the above, Management agreed that where such employee's wishes are made known to the Supervisor in advance, the employee will be excused the shift prior to rather than the shift after jury service. It is understood that this will not result in any increase in the total time away from the job or the total amount of jury duty pay otherwise available to such employee.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 71

**LEAVE OF ABSENCE CANCELLATION**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the Union cited the instance wherein an employee has applied for a leave of absence and has written approval by Management, which leave was to be effective some time in the future. However, prior to the leave becoming effective, the employee elects not to go on leave.

Management assured the Union that in such an instance the employee would be allowed to cancel the leave of absence in order to remain at work provided the cancellation request is received by Management at least seven (7) working days in advance of the leave.

In addition, any employee on leave may be allowed to return to work, seniority permitting, before the expiration of the leave, providing notice is received by Management as far in advance as possible.

Yours truly

C.A. Ollila  
General Director, Labour Relations



Doc. No. 72

**CLC CONVENTION DELEGATES AND LEADERSHIP  
TRAINING COURSE ATTENDEES - HOLIDAY PAY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During current negotiations the parties discussed issues related to leaves of absence granted to employees for the purpose of attending Canadian Labour Congress conventions as official CAW delegates or for the purpose of attending the CAW Leadership Training Program courses.

The Company assured the Union that any such employee would not be disqualified for holiday pay eligibility purposes with respect to the holidays specified in Paragraph (90) of the Master Agreement, provided that the employee works the last scheduled workday prior to the approved leave of absence and the first scheduled workday after the leave of absence.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 73

**RETIREE AND SKILLED TRADES FUND**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the creation of a Retiree Fund and a Skilled Trades Fund to support Union initiatives directed to retirees and Skilled Trades employees.

The Company agreed to accrue \$0.03 cents per hour worked for the Retiree Fund and \$0.05 cents per hour worked for the Skilled Trades Fund during the term of this Collective Agreement.

This funding will be made available from the Special Contingency Fund.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

**MEMORANDUM OF UNDERSTANDING HEALTH  
AND SAFETY**

**GUIDE TO CONTENTS - DOCUMENT 74**

**I. Company commitments:**

(a) Industrial hygiene testing equipment .....	Pg. 343
(b) Photographic equipment .....	Pg. 343
(c) CCOHS information .....	Pg. 344
(d) Computers .....	Pg. 344
(e) Personal protective equipment and external appliances .....	Pg. 344
(f) Medical Programs .....	Pg. 344
(g) Medical Facilities .....	Pg. 345
(h) Medical Surveillance .....	Pg. 345
(i) Company Medical Programs and Policies Review.	Pg. 345
(j) Plant Surveys .....	Pg. 346
(k) Health and Safety data .....	Pg. 346
(l) Notification of fatalities and critical injuries .....	Pg. 346
(m) Preventative maintenance .....	Pg. 347
(n) Minute of silence .....	Pg. 347
(o) Safety measures for new or relocated equipment ...	Pg. 347
(p) No hands in dies policy .....	Pg. 348
(q) Lockout/tagout/test program .....	Pg. 348
(r) Controlled access .....	Pg. 348
(s) Infectious and communicable diseases .....	Pg. 349
(t) Confined space entry .....	Pg. 349
(u) Working Alone .....	Pg. 349
(v) Metal working fluids .....	Pg. 349
(w) Safety footwear .....	Pg. 350
(x) Internal Combustion Engine Powered Vehicles ...	Pg. 350
(y) Safety Glasses .....	Pg. 351

**II Training**

(a) For the Union members of the Joint Health and Safety Committees .....	Pg. 351
1. Adequate and necessary training .....	Pg. 351
2. Annual and specialized training .....	Pg. 351
(b) Tuition refund policy .....	Pg. 352
(c) Committeeperson safety training .....	Pg. 352
(d) Occupational health and safety training – Level 1	Pg. 352
(e) Certification training (Core and Hazard Specific)	Pg. 352
(f) New employees .....	Pg. 353
(g) C.P.R. and first aid training .....	Pg. 353
(h) Safety talk program .....	Pg. 354
(i) Job hazard awareness .....	Pg. 354
(j) Chemical hazard training .....	Pg. 355
(k) Heat stress .....	Pg. 355
(l) Confined space entry .....	Pg. 355

**III Master Joint Health and Safety Committee:**

- (a) Formation ..... Pg. 355
- (b) Meetings ..... Pg. 356
- (c) Scope ..... Pg. 356
- (d) Canadian Health Research/Joint Studies ..... Pg. 357
- (e) Heat stress ..... Pg. 357
- (f) Working alone ..... Pg. 357
- (g) Forge operations ..... Pg. 358
- (h) Issues ..... Pg. 358

**IV CAW National Health and Safety Coordinator**

- (a) Intent ..... Pg. 358
- (b) Access for National Health and Safety  
Coordinator ..... Pg. 359

**V Local Joint Health and Safety Committees:**

- (a) Formation and certification ..... Pg. 359
- (b) Scope
  - 1. Meetings and recommendations ..... Pg. 360
  - 2. Inspections and investigations ..... Pg. 360
  - 3. Accompany Inspectors and Health  
and Safety Professionals ..... Pg. 360
  - 4. Review compensable lost time accidents ..... Pg. 360
  - 5. Accident report and cause analysis ..... Pg. 360
  - 6. Information the Company will provide ..... Pg. 361
  - 7. Training Recommendations by the Local Joint  
Health and Safety Committees ..... Pg. 361
  - 8. Imminent danger – machine or  
operation shut-down ..... Pg. 361
  - 9. Hygiene sampling ..... Pg. 362
  - 10. Computer Work sharing ..... Pg. 362
  - 11. Heat stress ..... Pg. 362
  - 12. Confined space entry ..... Pg. 362
  - 13. Controlled access ..... Pg. 362

**VI. CAW Health and Safety Committee Member:**

- (a) Scheduling, pay, overtime and transfer rights ..... Pg. 362
- (b) Replacement during absence ..... Pg. 363
- (c) Plant Health and Safety Representation Trends .... Pg. 364

**VII. Industrial Hygiene**

- (a) Exposure monitoring ..... Pg. 364
- (b) Chemical identity ..... Pg. 364
- (c) Hazardous material control ..... Pg. 364
- (d) Toxic use control ..... Pg. 365
- (e) Testing results ..... Pg. 366
- (f) Liquid and air sampling ..... Pg. 366
- (g) Noise abatement program ..... Pg. 366
- (h) New equipment noise levels ..... Pg. 367
- (i) Ventilation ..... Pg. 367
- (j) Employee Exposure Guidelines ..... Pg. 367

**VIII. Ergonomics**

- (a) CAW National Ergonomics Coordinator ..... Pg. 367
- (b) Master Ergonomics Committee ..... Pg. 369
- (c) Local Ergonomics Committees ..... Pg. 370
- (d) GM/CAW Ergonomics Standard Operating  
Process ..... Pg. 371

**IX. Problem Resolution**

- (a) Work Refusal Notification of Health  
and Safety Representative ..... Pg. 373
- (b) Complaint procedure ..... Pg. 373
- (c) Provincial legislation ..... Pg. 374
- (d) Joint statement on Health and Safety work  
refusals and the Health and Safety concern  
resolution process ..... Pg. 375

**X. Implementation of Revised Legislation in the Area  
of Health and Safety ..... Pg. 376**

**XI. Environmental Committee ..... Pg. 377**

Doc. No. 74

## **MEMORANDUM OF UNDERSTANDING**

### **HEALTH & SAFETY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the Company and the Union discussed concerns for the health and safety of employees in the workplace. This letter reaffirms previous discussions and commitments as contained in prior Master Agreement documents and letters and also includes discussions and commitments made by the parties during previous negotiations. Pursuant to the discussions during such negotiations it was agreed to consolidate the highlights of those health and safety discussions and commitments into a single comprehensive letter for the purpose of clearly setting forth the parties joint commitments to health and safety principles.

The Company reaffirms its dedication to the intent of these discussions and commitments and will re-advise its local managements of their responsibilities.

The Company recognizes its obligation to provide a safe and healthful working environment for employees. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

No provision herein will restrict the right of the Chairperson of the Shop Committee, District Committeepersons or Zone Committeepersons to perform their functions under the terms of the Master Agreement and locally negotiated agreements.

During the current negotiations the parties discussed a range of activities that could be approached cooperatively to enhance the achievement of the parties' mutual objective of providing a safe and healthy work environment. In particular, the parties recognized that a joint initiative is necessary to improve the safety of the workplace, since work-related injuries may cause physical and economic hardship for the employee and have economic and operational implications for the Company.

**I. The Company agrees to provide:**

**(a) Industrial Hygiene testing equipment**

Equipment and training for measuring noise, air contaminants and air flow, including smoke tubes which will be available for use by the representatives of the Local Joint Committees on Health and Safety, established pursuant to Section V hereof. It is agreed that separate sets of such equipment will be provided for all locations covered under the Master Agreement. Direct reading detector tubes necessary for that plant and approved by the Master Committee will be available as requested for use by the representatives of the Local Committees.

**(b) Photographic equipment**

A camera to take photographs of matters which relate to Health and Safety in the plant will be provided to the Local CAW Health and Safety Committee members. Such photographs shall be for the confidential use of the Local Committee only and shall not be reproduced, published and distributed in any way.

In those plants in which a video camera is available the Local Joint Health and Safety Committee will be permitted its use as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where a video camera is required to photograph Health and Safety items that are being referred to the Joint Master Committee.

Upon request, the Union member of the Local Joint Health and Safety Committee will be provided with a copy of such video tape which relates to health and safety matters in the plant. Such video tapes shall remain the property of the Company and shall be for the confidential internal use of the Local and Master committees and shall not be reproduced, published or distributed in any way.

**(c) CCOHS Information**

The Company will make the necessary arrangements with the Canadian Centre on Occupational Health and Safety to transmit information to all locations. Management will make terminals available to Local Health and Safety Committees to access the system. Training will be provided to operate the CCOHS information system.

**(d) Computers**

Accordingly the Company agreed to provide a computer, complete with appropriate software, and a printer to be used by the Plant Union Health and Safety Representative(s). Training on the use of the computer will be provided as soon as possible after the equipment is in place.

The computer is Company property and as such will be subject to the Company audit procedure. Recognizing the cost impact involved, a computer will be installed at each location as it becomes available.

**(e) Personal protective equipment and external appliances**

Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees. Problems in this regard will be worked out locally.

Each Location may develop a program to provide to employees external appliances, i.e., wrist, elbow or knee braces, when the need is recognized by either the Company doctor or by the employee's physician and approved by the Company doctor. It should be recognized that these appliances are not a permanent solution to the problem.

When such a device is prescribed, the doctor will advise the plant to review the operation for possible ergonomic improvement, through the Joint Health and Safety Committee and the plant ergonomist.

**(f) Medical programs**

Each Plant Medical Director/Administrator will meet and inform the Local Health and Safety Committee of safety related medical surveillance programs that are being conducted at Company locations. In addition, the Company Medical Director/Administrator may attend Master Health and Safety Committee meetings when specific discussion items related to Medical programs are raised in advance by members of the Master Health and Safety Committee.



**(g) Medical facilities**

Provide competent staff and medical facilities adequate to implement its obligation as outlined in (H) below.

**(h) Medical surveillance**

Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations and lung function tests, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements. The Plant Doctor, when agreed to by the Local Joint Health and Safety Committee, will be available to discuss privately with an individual employee the results of tests performed by the Company.

Provide to each employee upon the employee's request a written report of the results of such examinations or tests which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set forth for Air Contaminants by Provincial Regulation will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, the Plant Doctor, if applicable, will provide copies of such information to the employee's personal physician.

In addition, in those instances where a personal air sample is collected the employee will be notified of the results which will be entered on the employee's medical records. Furthermore, results of area samples where appropriate, will be entered on the employee's medical record.

**(i) Company Medical Programs and Policies Review**

During current negotiations the Union requested the opportunity to review Medical Department programs at General Motors Canadian plants.

This letter will confirm that the Company is prepared to arrange for a Company Medical Director/Administrator to meet with the Master Health and Safety Committee, at a mutually agreeable time, to review Company medical programs and policies. This review is limited to matters of non accessibility of medical records, medical department organization, compliance with Designated Substances Regulations, medical

programs and policies, or other mutually agreed upon issues submitted in advance of such meeting by members of the Master Health and Safety Committee.

Further, the Company will provide copies of Company policy regarding Occupational Health Services to the CAW National Health and Safety Coordinator with the clear understanding it is for the internal use of the National Coordinator relating to Medical Department Program Review. The information provided will remain the property of the Corporation and shall not be reproduced, published or distributed.

**(j) Plant surveys**

Arrange for plant surveys by the Company's Industrial Health and Safety Staff at the request of either Plant Management or the National Union CAW. Upon request, such survey reports will be provided to the National Union CAW.

**(k) Health and Safety data**

Provide the health and safety professionals of the National Union CAW's staff the total employee hours worked and the compensable lost time accident frequency rate for each plant for the comparable period.

**(l) Notification of fatalities and critical injuries**

Provide prompt notification of fatalities and critical injuries to the President National Union CAW or the President's specified designate, the Chairperson of the Local Shop Committee and the Local Union Health and Safety Representative. Upon request and after making proper arrangements, an immediate investigation may be made by a member of the President's staff who is assigned regularly to Health and Safety matters.

Advise, barring unforeseen circumstances, the Master Committee, and the Local Health and Safety Committees of industrial fatalities occurring within any General Motors plants within two working days of official notification of the fatality to G.M. of Canada by the Corporation. When detailed approved electronic information is available from the Corporation, such information will be provided in writing to the Local Health and Safety Committee.

**(m) Preventative maintenance**

The Supervisor in each work area is responsible for assuring proper preventative maintenance and follow up to provide a safe work environment. In order to assure that the implementation of safety-related maintenance work is followed up promptly, local management will advise the Local Health and Safety Committee of the individual(s) responsible for prioritizing maintenance work assignments in relation to safety matters. Following negotiations, the Company will issue a letter to the plants stressing the need and importance of established preventative maintenance programs with regard to health and safety related items.

**(n) Minute of silence**

Each year on April 28 at 11:00 a.m., a minute of silence will be observed in memory of those persons who have died in industrial accidents. The one minute of silence will be observed without loss of production. The Local Shop Committee will meet with plant management and recommend methods of accomplishing this memorial in an appropriate manner.

In addition, the CAW National Health and Safety Coordinator may make recommendations to the Master Health and Safety Committee on proactive initiatives that the Company and the Union may take to promote the day of observance and health and safety awareness, such as flying a flag at half-mast or disseminating promotional written material.

**(o) Safety measures for new or relocated equipment**

Priority will be given by management to install in a timely fashion occupational health and safety measures for new or relocated equipment. In addition, management representatives will review with local Health and Safety Committees, plans for major process, equipment and lay-out changes.

Furthermore, management encourages members of the local Health and Safety Committees to participate in the Health and Safety review and approval process of machinery and equipment at the manufacturer's location where practicable, and in the plant prior to start up for production with a view to providing constructive recommendations to management. During these review processes, management representatives will give consideration to comments from Local Health and Safety Committee Representatives, when the health and safety of employees may be affected.

**(p) No hands in dies policy**

The Company policy has been and continues to be "No Hands in Dies". Implementation of "No Hands in Dies" in the plant requires provision for expendable hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into the point of operation. Operators will be trained on all aspects of this policy. In addition, well disciplined procedures for use of die blocks and safety lockouts and tags for maintenance and setup personnel are imperative. An intensive orientation program for operating supervisors and process and facilities engineers may also be advisable.

**(q) Lockout/tagout/test program**

Both parties recognized that a lockout/tagout/test procedure has been designed, documented and implemented in all of the Company's plants. This lockout/tagout/test procedure is to be reviewed periodically and re-emphasized at least annually. Additionally, any employees who may be at risk because they are required to provide repair or maintenance on machinery, equipment or systems where lockout is required shall receive lockout/tagout/test training. The Management of each plant will review with the Local Health and Safety Committee and the Shop Committee in sufficient detail the current procedure and any modifications made to the procedure. The LJHSC shall receive these procedures prior to the implementation of any changes to the methods, equipment and procedures. The Shop Committee will receive this information in writing and the Shop Committee will have ample opportunity to discuss the procedure and make recommendations designed to improve upon it. There shall be an effective lockout/tagout/test procedure between shifts which will be reemphasized immediately with management.

**(r) Controlled Access**

The parties recognized that in it may be necessary to access machinery/equipment which is not fully locked-out due to the nature of the work which is to be performed.

In these circumstances, a written procedure to safely accomplish the controlled access to the machinery must be provided. The written procedure must be reviewed by the Joint Health and Safety Committee, posted at the machinery/equipment and communicated to the affected

employees. Any specific concerns regarding the controlled access procedure should be immediately brought to the supervisor's attention. This process will not change or restrict any mutually satisfactory local practices.

**(s) Infectious and communicable diseases**

The Company Medical Director/Administrator will meet with the Master Health and Safety Committee with the objective of developing reasonable procedures of notification, communication and education regarding infectious communicable diseases. Such information shall be conveyed to the Joint Local Health and Safety Committees.

**(t) Confined Space Entry**

The parties discussed the Company's policy regarding the assignment of employees to tasks in confined spaces. When such assignments involve work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangements, proper safety instructions, confined space entry training, and, as required, adequate support personnel.

**(u) Working Alone**

The parties agreed that the Master Joint Health and Safety Committee will develop guidelines for the Local Joint Health and Safety Committees to consider when developing their plant specific working alone policies. All locations will implement these policies within one year of receiving the guidelines from the Master Committee.

**(v) Metal Working Fluids**

During the current negotiations, the parties discussed employee exposures to Metal Working Fluids. It was acknowledged that over the past decade the Corporation has made significant strides in improving the overall workplace environment within its facilities. Moreover, it should be noted that employee exposures to metal working fluids are consistently below the Ministry of Labour prescribed limits.

During the current negotiations, the Company and the Union discussed the health effects of employees working with metalworking fluids. The parties agreed that the CAW/GM

Metalworking Fluid Module on metalworking fluids would be conducted for all employees who regularly work in the St. Catharines Component and Engine Plant and the Windsor Transmission Plant and who are exposed to metalworking fluids. The Master Health and Safety Committee will discuss supplemental metalworking fluid training.

The Company agrees to make a good faith effort to reduce employee exposures to Metal Working Fluids on existing equipment to a level of 1.0 mg/m<sup>3</sup> (milligrams per cubic meter of air) of machining fluid total particulates (MF-TP). Furthermore, GMCL will specify new equipment be engineered and designed to attain a level of 0.5 mg/ m<sup>3</sup> MF-TP.

**(w) Safety Footwear**

This letter is to confirm that during the 1999 negotiations the Company agreed to increase the payment to employees for safety footwear from \$85.00 to \$100.00 in accordance with the current trend in the auto industry negotiations.

The Company will continue to disburse the allocation for safety footwear in accordance with established local practices.

**(x) Internal Combustion Engine Powered Vehicles**

The Company and the Union discussed the replacement of internal combustion engine powered material handling/unique vehicles with electric vehicles for in-plant use when such vehicles require replacement. The parties also discussed the emissions from the use of internal combustion engine material handling vehicles inside of plants and taking appropriate action, where necessary to control carbon monoxide exposure levels. The Company advised the Union it would consider the replacement of material handling vehicles powered by internal combustion engines with electrically powered vehicles to control carbon monoxide exposures from material handling vehicles used inside of the plant where this is economically and technologically achievable.

**(y) Safety Glasses**

It has been the Company's policy to provide prescription safety glasses to employees who require corrective lenses, at no cost to the employee. This policy includes coverage for bi-focal and tri-focal lenses. During the 1996 negotiations, General Motors agreed to include invisible line bi-focal and tri-focal lenses in this policy.

During 1999 negotiations, the parties agreed that selected metal frames are also included in the Company's safety glass program. This policy is not intended to change locally established practices which are based on safety issues with metal frames. As well during 1999 negotiations, the parties agreed that task specific eyewear for computer operators under certain conditions will be part of the Company's Safety Glass Program.

**II. Training**

The Company will provide training for members of such Local Committees, and appropriate education and training in health and safety for all employees.

**(a) For the Union members of the Joint Health and Safety Committees**

1. The Union members will receive adequate and necessary training, without incurring personal expense, to develop skills required to perform the Health and Safety functions effectively.
2. Annual training programs agreed to by the Master Committee will be provided to the Local Joint Committee so that they may perform their functions satisfactorily. In addition, they will receive specialized training appropriate to the operations in their respective units. The Master Health and Safety Committee will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendation.

During the current negotiations, the Company and the Union discussed emissions from video display terminals (VDT's). The parties agreed that training on VDT emissions would be provided at the 2000 annual Health and Safety training for Company and Union Health and Safety Representatives.

**(b) Tuition refund policy**

The Company advises that employees who wish to enroll in courses of instructions relating to industrial health and safety at approved educational institutions will be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Company's Tuition Refund Program.

**(c) Committeeperson safety training**

The parties agreed that the Master Health and Safety Committee shall develop a twenty-four (24) hour health and safety related training program for Union representatives. The training will be conducted during the term of the Master Agreement and may be in increments of up to eight (8) hours as determined by the Master Health and Safety Committee. The Local Health and Safety Committee will conduct the training in the plants. The health and safety training program will include training on Company health and safety procedures, legislation, ergonomics, procedures to handle employee safety concerns.

**(d) Occupational Health and Safety training program (Level 1)**

The following employees will receive the forty (40) hour health and safety training program currently developed for skilled trades employees: current skilled trades employees and Alternate Health and Safety Representatives who have not been trained in the program, and new skilled trades employees.

**(e) Certification training (Core and Hazard Specific)**

The parties agreed to utilize the Workers Health and Safety Centre Core Certification Training Program for members of the Joint Health and Safety Committees at all locations who have not received such training. This training will be conducted by CAW/GM instructors who have been certified by the Workers Health and Safety Centre with training sessions taking place in Oshawa, St. Catharines and Windsor to accommodate Joint Health and Safety Committee members from all locations. When further Certification Training is necessary due to a



change in the Committee, the new Joint Health and Safety Committee member will be trained locally.

During the current negotiations, the Company and the Union agreed that Hazard Specific Training will be given to the JHSC members at all locations. Each JHSC member will attend ten (10) WHSC Hazard Specific Modules to be taken in one (1) week (40.0 hours).

To accomplish this, the MJHSC will:

1. Confirm that the JHSC have completed their workplace hazard assessment.
2. Have the JHSC identify and prioritize their required training based on the hazard assessment and the knowledge and prior training of JHSC members.
3. Identify the ten (10) modules to be given.
4. Arrange for a CAW/GM instructor to conduct the training.

The Company agreed to provide Core Certification training to the Alternate Union Health and Safety Representatives at the Oshawa Plants once during the term of this Agreement. It is understood that this training would be conducted locally.

**(f) New employees**

Health and Safety training for new employees will include, but not be limited to, the employee's rights and duties under provincial legislation and the role of the local Joint Health and Safety Committee. Recognizing that each plant may utilize independent means to achieve appropriate safety orientation, the Local Health and Safety Committee may make recommendations regarding content. When classroom training is presented, a CAW instructor shall participate.

**(g) C.P.R. and First Aid training**

C.P.R. and first aid training are valuable precautions against emergencies that may arise in the plants. Accordingly, the Company will provide C.P.R. training and pay lost wages for interested employees to a maximum of one (1) hourly-rated employee in twenty-five (25). In addition, due to the nature of the work performed by electricians, the Company agreed to provide CPR training and pay for lost wages for electricians on a voluntary basis. It is understood that the names of personnel who take this training will be posted in the medical department or first aid centre and other appropriate locations and these employees will be expected to perform rescue operations including CPR in the event of an emergency.

**(h) Safety talk program**

The parties are aware that many individual plants have developed safety talk procedures which are effective in their design and manner of presentation and which in some cases, make use of recording and other mechanical devices. The review of these programs is a proper subject for discussion by the Master Health and Safety Committee so that this information may be communicated to other Company plants for their evaluation. Further, the content of safety talks and method of delivery will be addressed by the Local Health and Safety Committees and they may develop and recommend specific materials for inclusion in the program.

During the current negotiations the parties discussed emergency evacuation procedures and severe weather procedures at each plant location. The parties recognized that employee awareness is a key element of these emergency plans and that each plant has a protocol for such events and that their procedures are reviewed annually with each employee in a safety talk.

**(i) Job hazard awareness**

The parties discussed the Company's method of informing employees of the potential hazards associated with their particular job. The parties agreed that the procedure known as "operator instructions" encompasses a review of such potential hazards and is the best way of ensuring that employees are aware of potential dangers while performing the job. These instructions should be presented prior to an employee starting on a new job.

During the current negotiations, the Company and the Union discussed providing workers with instructions on the hazards pertaining to their job and any safety equipment prior to work being performed. Therefore, the Master Joint Health and Safety Committee will arrange to conduct the job safety instruction training program to assist the Local Joint Health and Safety Committees in the preparation or updating of job safety instructions.

**(j) Chemical hazard training**

The Master Health and Safety Committee will jointly develop a training program on chemical hazards. This joint training program will be intended for those employees who are exposed to chemical hazards, as defined by applicable legislation. The content of such training will focus on precautions in the use of hazardous chemicals and will include other elements, forming an effective chemical hazard training program. This training program will include up to eight (8) hours of basic training. In addition pertinent training modules will be developed for specific classification of materials. The number of Union and Management instructors will be determined according to plant's needs. The Master Health and Safety Committee will consider appropriate validation methods to ensure effective delivery of the chemical hazard training program.

**(k) Heat stress**

The Local Health and Safety Committees will receive training for monitoring hot environments, use of equipment and control methods including discussions of guidelines for acceptable limits.

**(l) Confined Space Entry**

The parties discussed the Company's policy regarding the assignment of employees to tasks in confined spaces. When such assignments involve work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including confined space entry training.

**III. Master Joint Health and Safety Committee**

**(a) Formation**

Promptly following ratification of this Agreement, a Master Joint Committee on Health and Safety will be established, consisting of four (4) representatives of the National Union CAW and four (4) representatives of the Company, herein referred to as the Master Committee. Each party will appoint at least two (2) members who have professional training in industrial hygiene or safety.

**(b) Meetings**

This Master Committee shall meet at least quarterly at mutually agreeable times and places. A summary listing of the items discussed at the meetings including a response, to the extent possible, will be provided.

**(c) Scope**

1. Review the Company's safety and health programs and make necessary or desirable recommendations for changes.
2. Review and analyze Provincial standards or regulations which affect health and safety programs within the Company.
3. Review problems concerning serious or unusual situations affecting plant health and safety and make necessary or desirable recommendations for changes.
4. Review and analyze the health and safety data for all plants that the Company now provides to the Union.
5. Receive and deal with matters referred to them by Local Committees.
6. The Master Joint Health and Safety Committee will develop and recommend to the Company an appropriate training program to be established for Union members of the Local Joint Committees on Health and Safety.
7. The Master Joint Committee on Health and Safety shall develop and recommend to the Company guidelines for employee training and education. Emphasis will be placed on the following training modules:

Occupational Health and Safety Education Authority (OHSEA)

Lockout/Tag Out/Test

Confined Space

Ergonomics Committee Process

Review local Health and Safety programs for consistency

During the current negotiations, the Company and the Union discussed current activities being planned/developed in cooperation with the Master Health and Safety Committee. These include:

- 40 Hours Skilled Trades Program (updated level 1)
- Maintenance Vehicle Safety – a program for maintenance personnel
- Chemical Safety Training Program (revised/updated WHMIS)
- Trouble Shooting – Safety Training program for Skilled Trades persons
- Lock-out test and Controlled Access
- Propane Safety – a program for employees who refill/exchange propane tanks on propane fueled vehicles
- Material on Bloodborne Pathogens and Universal Precautions
- Material for pregnant employees on “Working during your Pregnancy”
- Information to employees on environmental awareness/initiatives at the Company
- Training for Environmental Representatives at annual meeting

**(d) Canadian Health Research/Joint Studies**

The Company recognizes that there is value in health research and will pursue jointly with the CAW proposals for occupational health and engineering control research studies by reputable institutes and/or universities. It was understood that such research would be funded by other than Company sources. Such proposals shall be evaluated by the Master Health and Safety Committee.

During the current negotiations, the Company agreed to provide the CAW National Health and Safety Coordinator with copies of completed Occupational Health and Safety Research Projects conducted by the Corporation in its U.S. facilities.

**(e) Heat stress**

The Master Health and Safety Committee together with the input from Local Joint Health and Safety Committees will discuss ways of reducing the impact of heat stress.

**(f) Working Alone**

The parties agreed that the Master Joint Health and Safety Committee will develop guidelines for the Local Joint Health and Safety Committees to consider when developing their plant specific working alone policies.

**(g) Forge Operations**

It is agreed that joint problems relative to Forge Shop health and safety are within the scope of the Master Committee on Health and Safety. This Committee will assign a sub-committee to periodically review the health and safety conditions of the Forge Shop and make appropriate recommendations.

**(h) Issues**

Issues raised regarding the administration of this document will be reviewed by the Master Health and Safety Committee. Further, where the Union has serious concerns on health and safety items which affect employees and where legislated standards and regulations apply, these will be appropriate subject matters for the Master Health and Safety Committee to review with the intent of providing guidance.

**IV CAW National Health and Safety Coordinator**

**(a) Intent**

During the course of the current negotiations, the Company agreed with the Union that a National Health and Safety Coordinator could enhance the joint efforts of the parties in maintaining and improving health and safety in the workplace.

The National Health and Safety Coordinator will be appointed by the President National Union CAW for the term of the current Master Agreement and any issues relative to the performance of the Coordinator may be referred to the President's office. The National Health and Safety Coordinator will work jointly with a Company representative designated by the General Director, Labour Relations and will be based at the CAW National Office.

The parties further agreed that the Coordinator can have an important role in improving health and safety and must fulfill the responsibility of the position in a spirit of cooperation by emphasizing a problem solving approach in dealing with Company and Union representatives.

The role of the National Health and Safety Coordinator is to counsel Local Health and Safety Committees and make recommendations to Union and Company representatives to improve the performance of Local Health and Safety

Committees in maintaining a safe and healthy working environment.

The Coordinator may also meet with Company representatives to discuss recommendations to improve existing health and safety policies and procedures including those related to training, inspections and audits. The final decision to act upon recommendations from the Health and Safety Coordinator remains with the Company.

The National Health and Safety Co-ordinator may visit all plants and access will be provided upon reasonable notice.

The parties believed that this innovative approach to sharing responsibility for health and safety in the Company's plants will assist all those dedicated to this effort.

**(b) Access for National Health and Safety Coordinator**

The Company agrees to provide access, upon reasonable notice, to all Company plants and locations to National Union CAW Health and Safety Representatives. Upon request, reports on such surveys will be provided to the Company.

**V. Local Joint Health and Safety Committees**

**(a) Formation and certification**

Promptly following ratification of this Agreement, Local Joint Committees on Health and Safety, hereinafter referred to as Local Committee, will be established in each bargaining unit. The Local Committee in each bargaining unit will consist of two (2) Certified Representatives appointed by the Company and two (2) Certified Representatives appointed by the President National Union CAW. The two members from the Union will be the two Health and Safety Representatives in those locations which have two full time Health and Safety Representatives. In those locations which have one full time representative, the second member of the committee will be the alternate Health and Safety Representative. The Union members shall serve an indefinite term.

As soon as practical following the effective date of this Agreement, the National Union CAW shall provide to the Company the names of the employees so designated.

**(b) Scope**

These Local Committees shall:

**1. Meetings and recommendations**

Meet at least once each month, or more regularly, at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations in this regard as they deem necessary or desirable. The Local Joint Health and Safety Committee shall be responsible for ensuring that the minutes of these meetings are posted in the workplace.

**2. Inspections and investigations**

(a) Make a health and safety inspection once each two weeks. Prior to such inspections a review may be made of compensable lost time accidents. Investigate promptly major accidents as defined by the Master Committee. Receive prompt notification of any employee fatalities or serious injuries resulting from work-related accidents. When such events occur during the 2nd or 3rd shift, the Management Member of the Local Committee will endeavour to notify and inform the Union member of the Local Committee of the facts, and arrange upon request, for the Union member to enter the plant and investigate such events.

**3. Accompany inspectors and health and safety professionals**

Accompany Provincial Governmental Health and Safety inspectors and Union Health and Safety professionals on plant inspection tours. Also, accompany Corporate Health and Safety professionals on regular surveys at the plant and surveys requested by the Union and upon request receive results of such surveys. Advance arrangements should be made to permit participation in such surveys.

**4. Review compensable lost time accidents**

Review compensable lost time accidents which occur in the work place and also review plant safety reports on such accidents and make any necessary or desirable recommendations.

**5. Review accident report and cause analysis**



## **6. Information the Company will provide**

(a) Receive a copy of the facility's total employee hours worked and the compensable lost time accident frequency and severity rate for the comparable period.

(b) Be advised of breathing zone air sample results, physical, and biological agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth for Air Contaminants by Provincial Regulations the Local Committee shall be informed in writing of such exposure and the corrective action to be taken.

(c) During the current negotiations, the Company agreed to provide the members of the Joint Health and Safety Committee Representatives access to the Health and Safety Reporting (H&S) module of the Health Information System (HIS) at those locations where HIS is available. Further, the Company agreed to continue to provide access (read only) to the Corporate Hazardous Materials System (Currently CHEMISTRI) to JHSC Representatives.

It is understood that the information retrieved from these systems remains the property of the Company and is to be kept confidential. This confidential information is to be used solely to assist the Health and Safety Representatives in carrying out their legislative and contractual requirements.

## **7. Training recommendations by the Local Joint Health and Safety Committees**

The Local Joint Committees on Health and Safety shall review and recommend local safety education and information programs and employee job related safety training.

## **8. Imminent danger – machine or operation shutdown**

When either member of the Local Committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee member so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon joint agreement, the machine or operation may be taken out of service to perform any and all corrective action.

### **9. Hygiene sampling**

Measure noise, air contaminants, and air flow with equipment provided by the Company, and observe the use of appropriate industrial hygiene and safety testing equipment as required when available in the plant.

### **10. Computer work sharing**

The parties discussed the needs of Union Health and Safety Representatives with regard to their ability to improve communication and track information. The Union assured the Company that the availability of computer equipment would result in the sharing of work required by the Plant Health and Safety Department by producing information such as standing reports and Health and Safety minutes.

### **11. Heat stress**

When suspected heat stress conditions prevail, the Local Health and Safety Committee will investigate and evaluate the environmental and ergonomic conditions and, inform plant management of their findings.

### **12. Confined space entry**

Each local Health and Safety Committee shall review yearly the work activities in their plant to determine those specific work activities they consider hazardous relative to confined space entry and may make recommendations to local Management for consideration. This will not change or restrict any mutually satisfactory local practices.

### **13. Controlled Access**

The written procedure must be reviewed by the Joint Health and Safety Committee.

## **VI. CAW Joint Health and Safety Committee Member**

### **(a) Scheduling, pay, overtime and transfer rights**

A Health and Safety Representative, who is appointed by the Union shall have only the duties and functions as set forth in this Memorandum. A Health and Safety Representative or the alternate Health and Safety Representative when replacing the designated Health and Safety Representative shall be subject to the provisions of the following paragraphs of the Master

Agreement: Paragraphs (8), (13), (13)(b), (13)(c), (18), (62), (63)(b)(2), and (73)(a). Paragraph 63(a)(4) of the Master Agreement shall also apply to the alternate Health and Safety Representative. A Health and Safety Representative who transfers under the provisions of Paragraph (62) as referenced above, can only transfer in the area for which such Representative is assigned for representation duties according to the provisions of this Memorandum. Although it is recognized that the Health and Safety Representative is not a Shop Committeeperson, during regular hours, such representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes as though the Health and Safety Representative were a Shop Committeeperson, subject to the provisions of Paragraph (11)(a) of the Master Agreement, with the Health and Safety Representative's designated area and shift as the district. During other than regular hours, the Union Health and Safety Representative shall be scheduled to function during periods of overtime, temporary layoffs, model changes or plant rearrangements when seventy-five (75) or more of the employees on the Health and Safety Representatives shift in the Health and Safety representation area are scheduled to work. In determining the number of employees on the Health and Safety Representatives shift, outside contractors and vendors who are working in the Health and Safety representation area will be included.

**(b) Replacement during absence**

In the event that a Local Union Health and Safety Representative is absent for one day or more, and has provided Management with advance notification of such absence, an employee who has been designated as the regular replacement by the National Union CAW shall replace the absent representative. This regular replacement shall work the same shift as the Local Union Health and Safety Representative and may be activated while the Local Union Health and Safety Representative is out of the plant engaged in Management approved joint training activities of one full shift duration or longer

**(c) Plant Health and Safety representation trends**

During these negotiations, the parties discussed automotive industry trends in providing plant health and safety representation as established during the current auto industry/CAW bargaining.

The parties also discussed their joint interest in a safe and healthy working environment and the substantial contribution toward accomplishing that result made by plant health and safety representatives.

As a result of these discussions, the parties agreed that the Company would follow the substance of current auto industry trends in providing plant health and safety representation. The parties also agreed that these trends should be modified by discussions between the parties so as to provide their most effective application at General Motors of Canada.

**VII. Industrial Hygiene**

**(a) Exposure monitoring**

Requests for chemical, physical and biological exposure monitoring will be reviewed with an industrial hygienist. Sampling which is required may be conducted by the industrial hygienist or by a member of the Local Joint Health and Safety Committee under the direction of the industrial hygienist when deemed appropriate. The CAW member of the Health and Safety Committee will be notified of and will be given the opportunity to be present during the testing. A copy of the report of the final test results will be supplied to the CAW Health and Safety Representative.

**(b) Chemical and material identity**

The Company agrees to disclose, upon request of the Master Committee or the Local Committee, the identity of any chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals.

**(c) Hazardous material control**

The Company assures the Union that it intends, by means of its Hazardous Material Program, to approve hazardous materials before introducing them into the workplace. This program includes hazardous materials which a contractor would use on

our premises and to which Company employees would be exposed. The Company will continue its efforts in this regard, and the Hazardous Material Committee will review its procedures for approval of all hazardous materials coming onto the Company's premises. Additionally, the Company agreed that a Management and a Union member of the Local Health and Safety Committee will be members of the Local Plant Hazardous Materials Control Committee and that all General Motors' Hazardous Material information would be made available to the Local Health and Safety Committees for their use. The Company will provide this information in a manner consistent with federal and provincial legislation and/or regulations. Furthermore, where there is a specific concern regarding a hazardous material, the Local Health and Safety Committee will be provided with additional pertinent information available from the GM hazardous material file. This request shall be made to the Chairperson of the Local Plant Hazardous Material Control Committee. Notwithstanding the above, the Company recognizes there may exist from time to time a legitimate need for more information. The Company assures the Union it will endeavour to address this need in a timely manner.

**(d) Toxic use control**

The Company supports the principle of toxic use reduction through its policy and program. Materials and processes shall be formulated to eliminate wherever feasible, constituents that are considered potentially hazardous or that could possibly harm the environment or health of the customer or employee, or adversely affect the occupational safety of an employee.

The Company assured the Union that it will continue to require that suppliers, as well as Company personnel, conform to the restriction, and in some cases the prohibition, of certain substances from parts, materials, equipment, machinery, and/or tooling supplied to the Company or for use in its products. These substances are identified and discussed in greater detail in the GM Restricted and Reportable Substances for Parts, GMW3059 Material Specification (May 1998) document as being "F" forbidden. The purpose of the GMW3059 document is to restrict/stop the usage of the substances listed within materials or components and is not intended to replace the existing system of evaluation and approval of chemicals by the Hazardous Materials Program as discussed in the previous section of this Document. The GMW3059 should be consulted for a more thorough discussion of its requirements.

Furthermore, it is recognized by both parties that the GMW3059 specification is a living document and substances may be added and in some cases deleted, based on the current state of knowledge concerning the substances listed in GMW3059.

**(e) Testing results**

Members of Local Health and Safety Committees will share the results of all air tests taken, whether they be personal or area samples which directly reflect the concentration of air contaminants in the workplace.

**(f) Liquid and air sampling**

The Master Health and Safety Committee will conduct ongoing discussions regarding the Union's concerns related to possible pathogenic microbiological contamination of liquid and air supply systems.

**(g) Noise abatement program**

The Company will make an on-going effort to address noise concerns where levels are above the legislated levels, particularly with the introduction of new equipment, machinery and technology as part of plant modernization and new facility installations. Local Health and Safety Committees will identify and prioritize noise areas, monitor noise abatement across the plant, including sound survey results and make appropriate recommendations. Further, audiometric tests will be conducted annually for those employees whose average noise exposure exceeds 85 decibels (d B A). Permanent records of audiometric tests and sound survey results will be maintained at each plant. Local Management of each plant will be instructed to review annually with the Local Health and Safety Committee and the Shop Committee, in sufficient detail, the noise abatement programs currently in effect and those it is planning to undertake. This information will be supplied in writing to the Shop Committee with the understanding that the Shop Committee will have ample opportunity to discuss the noise abatement program with Management and make recommendations designed to improve upon it

#### **(h) New equipment noise levels**

The Company will continue its present purchasing specification of 80dBA noise level for any new equipment. For most equipment the sound emissions shall not exceed 80dBA average sound level (L(avg)) at a distance of one (1) meter from the perimeter of the machine or at any operator's position. Plant personnel will make every effort to insure that any equipment built in house will also adhere to the 80dBA requirement where practicable.

#### **(i) Ventilation**

The Company assures the Union that it will give priority to ventilation on new and relocated equipment where the ventilation is required to protect the health of employees.

#### **(j) Employee Exposure Guidelines**

The Company intends to control, through professional industrial hygiene practice and methods, employee exposures to the lowest of the following currently adopted guidelines, regulations or recommendations of the organizations identified below:

- Ontario Regulations 833 (formerly 654/86) – Control Of Exposure to Biological or Chemical Agents:
- Ontario Designated Substance Regulations – Reg. 835 to Reg. 846 inclusive:
- U.S. Occupational Safety and Health Administration's Permissible Exposure Levels (PEL):
- General Motors Corporation Occupational Exposure Guidelines (OEG):
- American Conference of Governmental Industrial Hygienist's Threshold Limit Values (TLV®) for Chemical Substances in the Work Environment.

### **VIII Ergonomics**

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

During the current negotiations, the Company agreed with the Union that a National Ergonomics Coordinator could enhance the joint efforts of the parties in maintaining and improving ergonomics in the workplace.

The National Ergonomic Coordinator will be appointed by the President National Union CAW for the term of the current Master Agreement and no person shall act as the National Ergonomic Coordinator until written notice of their permanent assignment has been furnished by the President National Union CAW to Divisional Labour Relations. Any issues relative to the performance of the Coordinator may be referred to the President's Office.

The National Ergonomics coordinator will work jointly with a Company representative designated by the General Director, Labour Relations and will be based at the CAW National Office.

The parties further agreed that the Coordinator can have an important role in improving employee ergonomics and must fulfill the responsibility of the position in a spirit of cooperation by emphasizing a problem solving approach in dealing with Company and Union representatives.

The role of the National Ergonomic Coordinator is to receive, analyze and assess concerns of an ergonomic nature submitted by the CAW National Health and Safety Coordinator and the General Motors of Canada Limited Divisional Safety Manager or the Master Ergonomic Committee. This analysis and assessment will assist the Union and the Company in determining the priority of each concern, in order that Union and Company resources may be effectively applied and that problem resolution may be maximized. The National Ergonomic coordinator will assist in resolving disputes that may arise from time to time, using generally recognized and established ergonomic standards.

The Union will promote an ergonomics process that uses advanced knowledge and skills in applied life sciences to recommend improvements to work stations, tools, and work methods. It is understood that the implementation of recommendations can occur only after thorough discussion in a joint environment.

The National Ergonomic Coordinator will work on a pro-active basis to support joint CAW/General Motors of Canada Limited initiatives to reduce injuries and related Workers' Compensation costs.

The National Ergonomic Coordinator will meet on a regular basis with the CAW National Health and Safety Coordinator and the General Motors of Canada Limited Divisional Safety Manager to discuss issues and initiatives, as well as areas of



concern which could be addressed by the Master Joint Health and Safety Committee.

Following his/her appointment, meetings will take place to determine the courses required in order for the National Ergonomic Coordinator to upgrade his or her skills in the field and to function effectively, at a cost not to exceed the normal employee entitlement under the Tuition Refund Plan for General Motors of Canada Hourly-Rate Employees taken in the aggregate over the life of the Agreement. Tuition for said courses will be payable by the Company upon presentation of an invoice from the instructional institution.

The National Ergonomic Coordinator may visit all plants and access will be provided on reasonable notice.

Any problems arising from this document will be discussed by the Master Joint Health and Safety Committee. If the problem is not resolved, the problem may be referred to the National Union CAW and Divisional Labour Relations for resolution.

#### **(b) Master Ergonomics Committee**

During the current negotiations, the Company and the Union confirmed their willingness to form a Master Ergonomics Committee. The Master Ergonomics Committee will meet quarterly at mutually agreed upon times and places to discuss and update MEC members on the status of Local Ergonomic Committees, best practices and lessons learned. An agenda will be prepared in advance. This Master Committee will consist of two (2) representatives of the National CAW and two (2) representatives of the Company. Each party will appoint to the committee at least one (1) member who has professional training in ergonomics.

Among those matters that will be appropriate for discussions by the committee include:

1. Plant applications and support of the GM/CAW Ergonomics Standard Operating Process;
2. Training of LEC members;
3. Results of completed GM ergonomic studies;
4. Advanced Ergonomic applications at the Company;
5. Plant applications and support of the local placement program.

The Company and the Union further agreed it would be beneficial to share among various plants what each one is doing with respect to ergonomics activities. As a result, the

parties agreed that the MEC will plan and implement an Annual Ergonomics Meeting of the LECs from each plant location to discuss ergonomic activities at our facilities. The Company will pay for scheduled hours worked, registration, where necessary, lodging and transportation. The Union will be responsible for meals and other expenses for Union Representatives.

**(c) Local Ergonomics Committees**

Following negotiations, the Personnel Director and the Plant Chairperson at each location will establish a Local Ergonomics Committee and determine a course of action to jointly address local ergonomics initiatives, which shall encompass the following:

1. Appointment of one (1) Union and one (1) Management member to the Ergonomics Committee. The selection of committee members shall not change any mutually satisfactory Ergonomics Committee members or structure established prior to the effective date of the current Agreement.
2. The Ergonomics Committee will have access to engineering, medical and other resource personnel.
3. Adequate and necessary training for Ergonomics Committee.
4. Duties and responsibilities of Ergonomics Committee members. These responsibilities include local implementation of Master Health and Safety Committee ergonomic recommendations, accident investigation, job task analysis, and other recommendations to local management to reduce injuries or illnesses through the application of Ergonomics. In carrying out job station design at introduction of new processes or procedures or the changing of job assignments, all Industrial Engineers shall use an Ergonomics check list. The check list will be explained to the Joint Health and Safety Committee before its launch when they may make recommendations. The check list may, in the future, be computerized.
5. Frequency of Local Joint Ergonomic Committee meetings. These meetings shall be at least monthly.

6. A forum for reporting the Ergonomics Committee recommendations to Management.
7. Time allotment for committee members to perform Ergonomics Committee functions.

Issues regarding the implementation of this Document may be referred to the Divisional Labour Relations Staff and the National Union CAW for resolution.

#### **(d) GM/CAW Ergonomics Standard Operating Process**

In 1999 negotiations, the Company and the Union discussed their joint commitment to efforts, where feasible, to improve the interface of employees with the workplace through ergonomics.

The study of ergonomics examines the interaction between the worker and the work environment, including such factors as machinery, tools, equipment, control panel design, and others. If the match between the worker and their work environment is poor, the worker's ability to perform the job may lead to, in the short term, fatigue, and in the long term, physical injury and/or disability. In addition, improper job design may hinder the worker's ability to produce high quality work and may result in increased absenteeism and decreased job satisfaction.

Therefore, the parties agree to jointly develop an Ergonomics Standard Operating Process for use in all of its plants. The MEC will develop the GM/CAW Ergonomics Standard Operating Process. The parties agree that it is important to recognize local practices already in place and therefore all plants will submit to the MEC their current joint process within 6 months after the effective date of this agreement. These submissions will be used to assist in developing the GM/CAW Ergonomics Standard Operating Process. This GM/CAW Ergonomics Standard Operating Process will not restrict the plants from any jointly agreed upon existing practices which meet or exceed the requirements of the process as determined by the MEC.

The primary goal of the GM/CAW Ergonomics Standard Operating Process is to protect the health and safety of workers by examining the worker's job and reviewing it for risk factors that can contribute to injury and illness. In addition, the parties agree to incorporate basic ergonomic principles into the design of new equipment, machinery, tools, processes, facilities and workplace layouts.

The two primary strategies that are used in ergonomics are outlined in the joint GM/CAW Ergonomics Process.

1. Identify the causes of injuries and illnesses in existing workstations by:
  - A. Identify priority jobs through either the examination of medical records, employee reports, or risk factor check lists, and assessment;
  - B. Evaluate job stresses to reveal the causes of the injury/illness or employee complaint;
  - C. Reduce or, where feasible, eliminate these causes by developing changes in work methods, machinery, tools, equipment and workstation design;
  - D. Implement and test the changes to determine their effectiveness;
  - E. Document changes using a joint GM/CAW agreed upon process;
  - F. Follow-up to ensure the issue is corrected and job changes are being utilized.
2. Use the Design for Ergonomic guidelines in the design of appropriate workstations, equipment, tools and other job attributes.

The Parties recognize that a number of factors may be appropriate to review in job assessments, including:

- The movement and postures of limbs and whole body as workers perform a task;
- The energy expended in performing a task over a given period of time;
- The amount of physical strength required for a task or job;
- Relationship between the worker and the machine, equipment, tools, workstation and workplace;
- Design and layout of control panels and displays;
- Repetitiveness of the task;
- Pace of the work.

The parties reaffirmed their support for the role of the Local Ergonomics Committees (LECs) in the GM/CAW Ergonomics Standard Operating Process. The LEC should consider several factors when identifying priority jobs. Some of these factors may include excessive overhead work, cramped working postures, and walking backwards. Medical Tracking tools should be used to verify employees are experiencing injuries on these jobs.

## **IX. Problem resolution**

### **(a) Work Refusal Notification of Health and Safety Representatives**

In the event that a work refusal pursuant to the provisions of a Provincial Occupational Health and Safety Act occurs on the shift where the regular Health and Safety Representative is assigned, it will be the Company procedure to call the Health and Safety Representative. In the event that such a work refusal occurs on a shift other than the regular shift of the Health and Safety Representative, the Company will endeavour to contact the Health and Safety Representative by telephone providing the Health and Safety Representative has listed with the Company a telephone number for that purpose. If the Health and Safety Representative cannot be reached by telephone, then Management will endeavour to contact the Alternate Health and Safety Representative providing a telephone number is listed with the Company. Should Management be unable to contact either the Health and Safety Representative or the Alternate, the Zone Committeeperson for the area where the work refusal occurred will be contacted.

### **(b) Complaint Procedure**

1. Each Zone Committeeperson shall conduct an inspection of the zone one weekday each week for the purpose of examining health and safety conditions. The Zone Committeeperson may call for the Union representative of the Local Committee to take measurements of noise, air contaminants, or air flow as needed. The Zone Committeeperson will discuss with the Supervisor and, failing successful resolution, with the Superintendent, any problem which the Zone Committeeperson feels requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.

2. Complaints by employees concerning health and safety issues may be taken up in accordance with Paragraph (21)(a) and if not resolved, Paragraph (21)(b) of the Master Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the Supervisor and, failing resolution, with the Superintendent. If the matter is still not resolved, the Committeeperson may

complete a "Health and Safety Complaint Form", as described in (a) above.

3. The Superintendent will give management's answer promptly in writing on the "Complaint Form". The Committeeperson will give the Superintendent two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union Representative of the Local Committee.

4. The Local Committee will within a reasonable period of time and without undue delay visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the Local Committee will answer the complaint in writing. A unanimous decision by the Local Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Local Committee, the Chairperson of the Shop Committee or the designated representative of the Chairperson, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, Paragraph (31) of the Master Agreement will be applicable. Thereafter, the regular Grievance Procedure of the Master Agreement will be applicable.

5. Health and Safety complaints affecting substantial groups of employees may be initiated by the Health and Safety Representative. To do so, the Health and Safety representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in IV.d. above within five (5) working days.

#### **(c) Provincial Legislation**

Nothing herein shall be construed to restrict any employee's rights under provincial legislation. The local parties, subject to the approval of representatives from the National Union CAW and representatives from the Divisional Labour Relations office, may make adjustments to the provisions of this Document in order to accommodate the provincial legislation.

Furthermore, nothing herein shall be construed to restrict any employee's right to refuse to work or to do particular work where the employee has reason to believe that the employee's

health and safety is in danger under sections 43 to 50 inclusive of Parts 5 and 6 of the Ontario Occupational Health and Safety Act in effect on the date of the Master Agreement. In addition the Company agrees that its duties and responsibilities towards the Union and bargaining unit employees under Part 2 (S. 8 to 11 inclusive) and Parts 3, 4 and 7 of such Act as of the date of the Master Agreement shall be minimum standards incorporated under the Master Agreement.

**(d) Joint Statement on Health and Safety work refusals and the Health and Safety concern resolution process**

During the current negotiations the Company and the Union reaffirmed their commitment to provide a safe and healthy workplace for employees. The parties agreed that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and cooperative manner. The Company recognizes that the workers' right to refuse to work is clearly defined in provincial health and safety legislation and is an integral part of employee rights in the workplace. However, the parties recognize the importance of resolving health and safety concerns before they become work refusals and without loss of production.

The Company expressed its concern over employee health and safety work refusals where Supervisors have no prior knowledge of such concerns or dangers. The parties acknowledged that in these cases it is detrimental to Company and Union efforts to protect the health and safety of workers. In addition, production lost during such refusals has a negative impact on the Company's competitive position and the job security of employees.

Within this context, the parties focused their discussions on methods and means through which health and safety issues and concerns could be addressed in a mutually satisfactory manner to significantly reduce the possibility of employee health and safety work refusals.

As a result of these discussions, the parties have agreed that an effective Health and Safety Concern Resolution process is required. The use of this process was deemed to be of particular value in addressing the ergonomic concerns of employees, where the hazard is not imminent but of significant concern to the employee. Therefore, all locations shall develop and implement a concern resolution process. The Master Joint Health and Safety Committee will provide each facility manager with key elements to be included in their concern resolution process. Flexibility has been provided for each plant

location to jointly develop a process to meet their unique structure and requirements. Each plant is responsible for developing a concern resolution process in consultation with their Local Health and Safety Committee within six (6) months of receiving the key elements. Prior to implementation, each plant's concern process is to be reviewed by the Master Joint Health and Safety Committee.

Health and Safety concerns brought to the attention of Management will be promptly investigated, with appropriate involvement of the Union and Management Health and Safety representatives. When corrective action is required, it will be taken promptly. It is essential that all parties be proactive to ensure the early identification and reporting of perceived hazards in the workplace.

The Company and the Union are committed to protecting the health and safety of employees and to making their joint health and safety efforts effective. Actions which may be contrary to this commitment, including unwarranted loss of production, must be avoided.

#### **X. Implementation of Revised Legislation in the Area of Health and Safety**

During the current negotiations the Union raised with the Company its concern regarding possible future changes to Occupational Health and Safety Acts and Regulations in Ontario

Amendments were made to Document No. 74 of the Master Agreement on Health and Safety to address those concerns.

Notwithstanding this agreement, the parties understand that should changes to the legislation occur and/or the provincial Government announces support for the subject legislation change to render inoperative the rights expressed in Document No. 74, a mechanism will have to be determined to maintain the functional dimension of these rights.

Consequently, at such time as the Union or the Company has a reasonable concern that legislation could be passed which so affects the employee's right to refuse unsafe work, the Master Joint Health and Safety Committee shall meet within 10 days' notice of a written request to meet. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner.



It was further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of the Master Agreement would be considered a minimum standard.

## **XI. Environmental Committees**

During the current negotiations, the parties discussed the implementation of Joint Workplace Environmental Committees. Each committee will consist of two (2) representatives selected by the Union and two (2) representatives selected by the company. The CAW Environmental Representative will be permitted to function for up to sixteen (16) hours per month and in addition may become a member of the plant Hazardous Material Control Committee. The other CAW Environmental Committee member would be permitted to attend the Joint Workplace Environment committee meetings.

The Joint Workplace Environment committee member shall:

1. Meet monthly at a mutually agreeable time and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to General Motors of Canada Limited employees.
2. Discuss and make recommendations regarding potential future programs for the plant concerning the environment, recycling and energy conservation.
3. Promote and support ongoing programs in the plants relating to the environment.
4. Receive and discuss appropriate issues referred to them by the employees or the Company.
5. Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
6. Receive environmental training from the Company during the annual meeting.

The CAW Environmental Representative shall be entitled to function as follows:

- A. St. Catharines, Oshawa Car Assembly and Oshawa Truck Assembly will each have one (1) CAW Environmental Representative who is entitled to function sixteen (16) hours per month.
- B. Windsor Transmission will have one (1) CAW Environmental Representative who is entitled to function eight (8) hours per month.
- C. Woodstock PDC will have one (1) CAW Environmental Representative who is entitled to function eight (8) hours per month.

During the current negotiations, the Company and the Union had dialogue regarding their mutual concern for the environment. The parties acknowledged the efforts and the numerous positive results of the Workplace Environment Committees. Accordingly, the Company agreed to allow the CAW Environmental Representatives at the assembly and manufacturing plants to function an additional sixteen (16.0) hours per month in support of Company and plant environmental matters which are outside of, and in addition to, the Workplace Environmental Committee's efforts. Specifically, these activities may be directed toward ISO committees, community outreach and in-plant environmental awareness, promotion and other activities as agreed upon by the CAW Environmental Representative and the Company Environmental Representative.

The WFG Canadian Environmental Services, Regional Manager and the CAW National Health and Safety Coordinator, or their delegates, shall meet annually with the Joint Workplace Environment Committees from each plant location to discuss and share environmental committee activities. The expenses for these annual meeting shall be administered in the same manner as the Annual Joint Training for the Local Joint Health and Safety Committees.

The Company reserves the ability to withhold sensitive or confidential information which would not otherwise be available for general distribution within the Company or for public distribution due to its nature, proprietary or otherwise.

The parties recognize that joint efforts to address environmental issues are currently underway in various GMCL locations. This agreement is not intended to replace or restrict current local practices. Concerns with the application and administration of this document shall be subject matter for discussion and resolution between the CAW National Health and Safety coordinator and the Divisional Safety Manager.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 75

**DELPHI AUTOMOTIVE SPINOFF**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the 1999 Master Agreement bargaining, the parties reviewed the effects of the recently completed Delphi Automotive Systems spinoff. As a result, it was agreed to continue individuals currently assigned to those operations as GMCL employees covered by the terms of the GMCL-CAW Agreement. Inherent in this decision, therefore, is that Delphi becomes a customer of GMCL products and services and that the CAW has no contractual relationship with Delphi Automotive Systems.

To this end, the Company noted that it no longer controls decisions relative to these product designs, investment, etc. and such decisions are subject to the decisions of Delphi with respect to continuation of any contract to perform such work for Delphi. Consequently, these product levels will be treated like any other work being performed under contract to an outside customer. GMCL, however, will continue to be responsible for the wages, benefits, and income security of employees assigned to these operations.

C.A. Ollila  
General Director, Labour Relations

Doc. No. 76

**MILITARY RESERVE TRAINING**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the various practices that exist concerning the granting of time off for employees to attend required Canadian Military Reserve training (up to four weeks per year). These practices ranged from using a personal leave of absence to the use of vacation time in order for the affected employee to attend such training.

Having considered the issue, the Company is prepared to grant employees in the Canadian Military Reserve a leave of absence in order to attend training required for such employee to maintain their standing in the reserves. Upon making application for such a leave, employees will be required to provide documentation satisfactory to the Company concerning the nature and duration of such reserve training.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 77

**FAILURE TO WORK FORTY HOURS AS A  
CONSEQUENCE OF SEVERE WEATHER  
CONDITIONS OR RIOTS - SUB PLAN**

**INTER-ORGANIZATION**

GENERAL MOTORS OF CANADA LIMITED

DATE: May 15, 2008

SUBJECT: Failure to Work Forty Hours as a Consequence of Severe Weather Conditions or Riots - Canadian Supplemental Unemployment Benefit Plan and the Canadian Automatic Short Week Benefit Plan

To: Plant Managers and Personnel Directors

In general, the following determinations under the Canadian Supplemental Unemployment Benefit Plan and the Canadian Automatic Short Week Benefit Plan (hereinafter referred to as the Plans) apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred:

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a Regular Benefit or an Automatic Short Week Benefit (hereinafter referred to as Benefits) whichever is applicable, shall be paid as provided under the Plan to an otherwise eligible laid off employee.

2. With respect to a day during which the plant attempts to operate but is forced to shut down because of the absenteeism of employees and a majority of the employees scheduled to report for work on the shift have reported to work prior to the shutdown, a Benefit shall be paid to an otherwise eligible employee who reported for work but was sent home when the plant suspended operations; provided, however, that if the amount of such Benefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including the employee's pay for any hours worked) in lieu of such Benefit, as provided below. In calculating the Benefit credit should be taken as Available Hours for any

period between the starting time of the employee's regular shift and the time such employee reported for work.

(a) An employee who reports for work during the first 4 hours of the employee's regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a Benefit for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift; provided, however, that if the amount of such Benefit payable plus the pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including the employee's pay for any hours worked) in lieu of such Benefit.

With respect to an otherwise eligible employee who reports for work during the last 4 hours of the employee's regular shift, a Benefit shall be payable for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift and the minimum 4 hours' pay provisions shall not apply.

(b) In addition to the provisions of 2.(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shut down due to employee absenteeism, the Benefit for an otherwise eligible employee shall be calculated with respect to the week. The Benefit amount, if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but subsequently shut down due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate. Consequently, a separate Benefit shall be calculated for each such day on which the plant attempted to operate, and the amount of such Benefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a Benefit is payable for such day, it shall be included and paid with any Benefit otherwise payable for the remainder of the week; provided, however, that the sum of such Benefits cannot exceed the

Benefit, if any, that would otherwise be payable under the Plan for the week.

(c) A Benefit shall not be paid to an employee for a day when the plant was attempting to operate if such employee failed to report for work at any time during such day. The total number of hours of the employee's regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any Benefit otherwise payable for the week.

3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and a majority of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the Compensation Benefits-Policy Department and a determination shall be made by the Compensation Benefits-Policy Department with respect to any additional SUBenefit eligibility beyond the eligibility provided under item 2. above. Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item 2. above will be followed. If additional SUBenefit eligibility is authorized, the following will apply.

(a) Employees who report to work any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the week and shall be deemed to be on qualified layoff for the shift.

(b) Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hour's pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shut down because of employee absenteeism. If the plant shuts down early or employees are sent home for any reasons other than



employee absenteeism, eligible employees should be paid Benefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

4. With respect to a day during which the plant operates in an area in which severe weather conditions or an actual or threatened riot have occurred and the majority of employees scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the Compensation Benefits-Policy Department and a determination shall be made by the Compensation Benefits-Policy Department with respect to any SUBenefit eligibility for any employee for such day. If the determination does not authorize any SUBenefits then no SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item 3. above.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

During the 1968 negotiations, it was understood by the parties that the Union's agreement with the Company determinations under the Plans to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this Miscellaneous Agreement, will in no way jeopardize or limit an employee's right of appeal under the Plans to any such Company determinations.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 78

**RRSP AND SAVINGS PLAN**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the negotiations the parties discussed the importance of employees saving and the tax advantage of employees contributing to a Registered Retirement Savings Plan (RRSP) through payroll deduction. In an effort to assist employees, the Company will set up a Group RRSP and Savings Plan no later than April 2000.

A seniority employee is eligible to participate and accumulate savings under a Group Registered Retirement Savings Plan & Savings Plan (the "Plan"). The Plan would offer the following:

- A RRSP with a Spousal RRSP option
- A Savings Plan
- Locked-in-Retirement Account (LIRA) Plan

The general administration of the Plan shall be vested exclusively in the Company.

In lieu of receipt of regular weekly earnings to which an employee is entitled, such employee may elect, by providing appropriate direction to the Administrator, to have the Company contribute to the Plan. Contribution must be in whole dollars and may not be at a rate of less than \$10.00 per week. Such contributions shall be allocated to the employee's account and shall be vested immediately. The employee's compensation shall be reduced by the full amount of such contribution.

The employee may elect by providing appropriate direction to the Administrator to change the amount of such contributions or to have such contributions suspended.

In addition to the contributions as provided for above an employee may direct certain lump sum payments into their plan, such as the Special Payment under Appendix “S” of the Master Agreement.

Employees may transfer funds from other personal RRSP’s or Locked-in funds from other Registered Pension Plan(s) into the Plan.

Contributions made to an RRSP and /or Spousal RRSP are made on a before-tax basis. The Company will adjust an employee’s income tax deductions for pre-tax RRSP contributions according to the schedule(s) prescribed by Revenue Canada. Contributions made to the Savings Plan are made on an after –tax basis and tax(es) are not adjusted for these contributions.

Amounts contributed to the program on behalf of the employee shall be invested in the following investment options, in increments of whole percents, as may be elected by the employee

1. GM Common Stock Fund
2. Other Mutual Funds as designated by the Company.

An employee’s initial investment election shall remain in effect until changed by the employee.

An employee may, by giving appropriate direction to the Administrator, transfer assets being held in such employee’s account from one investment option to another investment option.

An employee who retires from the Company may keep all existing savings in the Plan to the extent that the applicable legislation permits. No further contributions will be allowed.

Employees are solely responsible for the selection of their investment options. The company and/or its agents are not empowered to advise employees as to the manner in which the investments should be made. The fact that an option is available for investment under the Plan should not be construed

by the employee as a recommendation by the Company for investment in that option.

The Company and /or its agents are not responsible for tracking individual employee RRSP contribution limits. It is the employee's responsibility to ensure adherence to Revenue Canada RRSP Contribution Limits.

The RRSP and Spousal RRSP shall be administered according to the Income Tax Act (Canada) including such items but not limited to the foreign property limit.

The company will pay the administration fees for the Plan for employees and retirees.

Upon termination of employment, except retirement, an employee must withdraw their assets from the Plan.

In the case of a withdrawal, or upon receipt of a settlement at termination of employment, an employee may receive the current cash value of their stock fund(s) or transfer the current value to another financial institution.

An employee may, from time to time, on a form prescribed by the Company and filed with the Administrator, designate a person as a Beneficiary to receive the benefits which may be payable under the Plan upon the employee's death. The designation may be altered or revoked from time to time in writing, and is subject to any law governing the designation of beneficiaries which may cause a court order or domestic agreement to be applicable to the employee.

Upon an employee's death, if the surviving spouse is the beneficiary, the surviving spouse may assume the employee's account with the same Plan rights. If the beneficiary is anyone, other than the surviving spouse, assets must be withdrawn from the Plan.

No right or interest of an employee under this Plan is capable, either in whole or in part, of surrender or assignment except by devolution by death or mental incompetence.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 79

**WORKING CONDITIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the process of resolving working conditions matters in a timely fashion. It was recognized that there is a need to develop an ongoing mechanism to consider Union recommendations about facility improvements and plant working conditions. The formalization of procedures to include Union recommendations about facilities and working conditions matters in Management's planning process can strengthen and improve the current method of resolving such matters on a regular basis.

Accordingly, Management advised the Union that periodic plant meetings will be established to provide the Union with an opportunity to propose facility and equipment improvements for Management's consideration. When agreement is reached at the plant level between Plant Management and the designated Union representatives, recommendations for approval of such projects by higher Management will be made through the appropriate channels.

Attached is a letter from D.J. Hermer, addressed to Plant Managers, outlining their responsibility to establish regular meetings for the consideration of Union recommendations on working conditions issues.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. 79 - Attachment

**LETTER TO PLANT MANAGERS**

**Date:** May 15, 2008

**Subject:** **Working Conditions**

**To:** **Plant Managers**

cc. Plant Personnel Directors

Pursuant to Ms. C.A. Ollila's letter to Mr. Basil "Buzz" Hargrove, President National Union CAW, on the subject of working conditions, I am directing that you and your Management teams respond positively and in a forthright manner to requests from the local Shop Committees for meetings on working conditions items. The purpose of these meetings is to allow the Union an opportunity to provide local Plant Management with an orderly presentation of their suggestions on facility and equipment improvements.

Please establish periodic meetings between designated Union representatives and appropriate Plant Management to discuss working conditions. These meetings are not to include discussions of matters subject to the grievance procedure. Rather, their intent is to exchange information, consider mutual problems, and strive for mutually agreeable solutions.

It is intended that this process will allow the ongoing consideration of working conditions items to improve the timeliness of the implementation of mutually beneficial improvements. The success of this more formalized procedure will be of benefit to the work force, the Union and Management.

It is important that this process work well during the term of the Master Agreement. Any problems with the implementation of this process should be addressed during our Plant Manager meetings.

Yours truly,

D.J. Hermer

Doc. No. 80

**TEMPORARY ABSENCE PROGRAM**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the application of the Temporary Absence work release program when approved by the Ministry of Correctional Services. The Company agreed that it would participate in such a program in a timely fashion when approved by the Ministry of Correctional Services provided that:

1. the employees seniority had not already been broken.
2. the nature of the misconduct which had resulted in jail sentence had not already impacted the employer - employee relationship.
3. the Company had no plans to either suspend or discharge the employee for absence from work or other shop rule violation occurring apart from the issue for which the Ministry approached the Company.

Any problems which may arise in connection with this letter will be reviewed for resolution between National Union CAW and Divisional Labour Relations Representatives.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 81

**JOB RESPONSIBILITIES OF LEAD HANDS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the job responsibilities of Lead Hands as stated in Document 71 Section J of the 1987 Master Agreement and its possible application to activities other than Health and Safety. Accordingly, the Company reaffirmed the principles in this document as follows:

The function and the job responsibilities of Lead Hands, Leaders, Tool Setters, Journeymen/ Journeywomen and Group Leaders vary with the type of work and area in which they are engaged. Their duties do not include the responsibility of supervision in the disciplining or reprimanding of employees including tempo of performance. In the event of failure or refusal to follow the direction of a Lead Hand, Leaders, Tool Setter, Journeyman/Journeywoman or Group Leader, the direction will be repeated by a member of Management.

Yours truly,

C.A. Ollila  
General Director, Labour Relations



Doc. No. 82

## **SUPPLIER RELATIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

The Company expects its suppliers to have responsible labour relations, treat their employees in a fair and equitable manner, and avoid conduct which violates federal or provincial labour and employment laws.

In order to further these guidelines, the Company will take appropriate steps to insure the communication of the following principles to its existing and/or new suppliers and will, when specific concerns are raised by the Union, reinforce these principles with the individual suppliers. These principles include:

- The importance the Company places on its relationship with the Union and the positive value of that relationship.
- The Company does not encourage suppliers to resist organizing efforts by their employees.
- The considerations involved in awarding contracts to suppliers, including cost, quality, delivery capability, technology, and responsible labour relations.
- The expectation that suppliers treat employees in a fair and equitable manner, including respecting their right to decide whether or not to join a union in an atmosphere free of intimidation, interference, or risk of reprisal.
- The expectation that suppliers avoid conduct or communication which violates federal or provincial labour and employment laws and respect the Company's relationship with its Union partners.

- The practice by which certain suppliers recognize the Union as bargaining agent for employees when the Union signs up more than 50% of the employees in a particular operation, which is currently non-represented, there is no other trade union seeking to represent the employees, and the employee signatures are verified by an independent third party. (In those instances, the appropriate labour legislation will govern the bargaining process in the same way as if certification had been granted by the labour board.)
- That General Motors does not withdraw contracts from its suppliers merely on the basis that their employees have chosen to join a labour union.

The Company agrees to send each new supplier a letter informing them of the preceding principles, including the importance the Company places on its relationship with the Union and the positive value of that relationship, within sixty (60) days of the effective date of a new supplier contract. A copy of this letter will be provided to the Union.

Management also informed the Union that if specific concerns should arise with any current GMCL supplier in the context of this document, management will reinforce these principles with the individual supplier through either direct contact, letter, or both.

The Company believes that the above process will improve overall labour relations within the broader business community. The parties believe this environment will positively contribute to the Company's success and its ability to compete in the global marketplace.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 83

**SUPPLIERS WORKING IN THE PLANTS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the recently completed negotiations the Union raised concerns over outside parts and components suppliers working in General Motors' plants.

The Company assured the Union that it had no intent of eroding work normally performed by bargaining unit employees by assigning it on a regular basis to outside parts and components suppliers.

The Company explained however there may be a need to occasionally have vendors perform rework upon their supplied components.

In this vein, the Company pointed out that its suppliers have an obligation to supply the Company and its customers with world class parts and components. Under ideal conditions these parts and components would arrive at plants on time in the right quantity with first time quality. From time to time, however, our suppliers do not meet this obligation. As a result there may be occasions when the Company requires their suppliers to support the plant in meeting its commitment to quality. Accordingly, suppliers may be called upon to assist the plant by repairing, reworking or training General Motors employees in the proper repair or rework of their, the suppliers, parts and components.

Further, the Company reiterated that quality is of paramount importance to its long term viability and the continued employment of its employees and the Union's membership.

It is the Company's intent to minimize the amount of work done by suppliers in its plants and restrict work to situations which assist the plant in ensuring product quality.

In any event, such situations are not intended to disadvantage any member of the bargaining unit, and the Company advised the Union that under normal and ordinary circumstances, non-corporate supplier employees would only be allowed to perform continuing rework and/or sorting operations within our facilities for up to a maximum of three (3) consecutive working days to correct a specific problem. After such time, the rework for that specific problem would be assigned either to plant employees or the nonconforming material will be returned to the supplier for rework. This agreement would not be in effect for a maximum of six (6) weeks following the introduction of any new part.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 84

**SMOKING CESSATION**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties discussed the ongoing need to provide employees assistance in the form of smoking cessation programs in order to transition towards a smoke-free workplace.

To this end the Company agrees that during the term of the current Master Agreement, Local Management will continue to periodically offer in plant smoking cessation programs offered by the Canadian Lung Association, the Canadian Cancer Society, the Ontario Heart and Stroke Foundation or Smoke Enders. Employees will be able to participate in such programs on their own time and at their own expense; however employees who successfully complete the program will be eligible for reimbursement under the terms of the Tuition Refund Program.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 85

**APPLICATION OF WAGE INCREASE PROVIDED FOR  
IN PARAGRAPH (99) OF THE MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties agreed that, in the event of future wage increases, employees in production assembly classifications, compensated at the hourly rate of \$32.84 as of September 16, 2008, will have the annual improvement factor provided for in each year of future agreements, applied in the following manner:

- (a) Twenty-nine (29) cents will be subtracted from the straight time base rate,
- (b) Then the annual improvement factor will then be applied to that difference,
- (c) Thereafter which the original twenty-nine (29) cents along with any applicable COLA fold-in will be applied.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 86

**APPLICATION OF PARAGRAPH (54)(f) OF THE  
MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the course of the current negotiations, the Union raised problems associated with accumulation of seniority for the full period of legal temporary disability under Paragraph (75) of the Master Agreement.

In response to concerns raised by the Union, the Company indicated that with the effective date of this Agreement and for the purpose of seniority only, the date that the employee's period of legal temporary disability ceases under Paragraph (75) of the Master Agreement will be the date used to calculate the commencement of the period of continuing disability under Paragraph (74) of the Master Agreement instead of the date the employee's sick leave started.

It is mutually recognized that the new method of calculation outlined in this Document will become applicable as of the effective date of this Agreement. Claims originating prior to such date will continue to be determined in accordance with the previous method. As a result, this new method will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim originating prior to the effective date of this Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 87

**WOMEN'S ADVOCATES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

As a result of discussions during the current negotiations, the parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the CAW female member of the Local Employment Equity Committees, in addition to her other duties relating to employment equity. The trained female employment equity representative will meet with female members as required, discuss problems with them and refer them to the appropriate community agency when necessary.

The Company agrees to establish a confidential phone line that female employees can use to contact the female employment equity representatives. As well, the company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with a female employment equity representative.

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



The Women's Advocates will participate in an annual training program. The three-day training program includes travel. The Company will be responsible for wages, transportation and lodging expenses. The Union will be responsible for per diem expenses.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 88

## **EMPLOYMENT STANDARDS ACTS**

**GENERAL MOTORS OF CANADA LIMITED**

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered by the Master Agreement. As an outgrowth of these discussions, the parties came to the following agreement.

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

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, may be subject to the grievance procedure of the Master Agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment

Standards Act and Regulations thereunder, as they exist from time to time, but not both.

- B.** During the 1996 negotiations, the union expressed the concern that the provincial Government has and would amend the Employment Standards Act and/or Regulations in a manner adverse to the interests of the Union and of the bargaining unit employees of the Company. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or the bargaining unit employees of the Company shall not be disadvantaged in any way by any amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the Master Agreement or past practice of the parties provides a greater right, benefit, term or condition of employment than the amendment to a particular employment standard (such as an amendment to the 8 x 48 hours of work rule), then the Master Agreement or past practice shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 89

**SAME SEX SPOUSES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the Union has expressed to the Company its desire to include spouses of the same sex in the Company's contractual provisions where permitted by law. A same sex spouse is a person who has been residing with the employee in a conjugal relationship, for a continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse.

As a result of these discussions, the Company agreed to include same sex spouses for the purpose of applying the provisions of Paragraph 164(b) of the Collective Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 90

**PLANT CLOSING MORATORIUM**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Master Agreement, until September 17, 2012, the Company will not, except as otherwise agreed to by the parties, close or sell any plant or ongoing business, in whole or in part, covered by this Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline concerning the subject. Should these conditions occur, the Company will discuss such condition with the National Union.

An alleged violation of this document could form the basis for the Chairperson of the Shop Committee to file a policy grievance at Step Three of the Grievance Procedure in accordance with Paragraph (26) of the Master Agreement.

In the event that the grievance is not settled between the parties, it will be treated in accordance with additional steps of the grievance procedure including arbitration if necessary.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 91

**PARAGRAPH (167) OF MASTER AGREEMENT**

**INTER-ORGANIZATION**

GENERAL MOTORS OF CANADA LIMITED

DATE: May 15, 2008

SUBJECT: Paragraph (167) of Master Agreement

TO: All General Managers  
All Personnel Directors

The Company and the Union have reaffirmed their mutual determination to adhere to the spirit and intent of Paragraph (167). In addition, there is agreement that in nearly all cases a more expeditious settlement of grievances can be reached when there is prompt and full exchange of pertinent information. In this regard the text of Paragraph (167) of the Master Agreement reads that the work elements of an operation in dispute will be furnished "without undue delay." It is recognized by the Union that there will be occasions when due to production acceleration, volume of production standards grievances filed, etc., the information requested by the Zone Committeeperson cannot be furnished as promptly as under normal circumstances.

We have advised the Union that the words "without undue delay" mean as soon as reasonably possible under circumstances existing at the time the request is made for the work elements of the operation.

C.A. Ollila  
General Director, Labour Relations

Doc. No. 92

**REQUEST FOR TIME STUDY PARAGRAPH (167) OF  
MASTER AGREEMENT**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

The parties agree that pursuant to Paragraph (167), time studies in the presence of the Zone Committeeperson with the affected team member on the operation, can serve a useful purpose.

Management stated that the term "by mutual agreement" should not be used to deny a reasonable request for a time study in accordance with the procedures set forth in Paragraph (167). The Union stated that the time study procedure was not intended to be used by the Union to request numerous time studies when there would be no valid reason to do so.

Both parties acknowledge that time studies will not be necessary in all cases, but when there is a valid reason for a time study, such studies will be made.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 93

**TRANSFERS OR REASSIGNMENT OF EMPLOYEES  
PARAGRAPH (167) OF MASTER AGREEMENT  
INTER-ORGANIZATION**

GENERAL MOTORS OF CANADA LIMITED

DATE: May 15, 2008

SUBJECT: Transfer or Re-Assignment of Employees

TO: All General Managers  
All Personnel Directors

During the current negotiations General Motors of Canada Limited reaffirmed the matter of Mr. A.G. Stapleton's letter regarding the transfer or re-assignment of employees. The text of that letter is essentially as follows:

During the 1970 negotiations between the parties, the Union raised the possibility that an employee might be transferred or re-assigned to a "less desirable" job because such employee initiated a complaint concerning production standards or discipline. In addition, in the case of probationary employees, the Union raised the possibility that a probationary employee might be separated because the employee initiated a production standards complaint.

It is important for the Company to retain its right to transfer employees in order to maintain and improve efficiency in its operations. It is also important to respect the right of employees to file legitimate grievances concerning production standards or disciplinary action.

The Union has been advised that the Company does not consider it proper to transfer, re-assign or separate employees because they file such grievances. It is expected that this position will be given your full support and that of your management organization.

C.A. Ollila  
General Director, Labour Relations



Doc. No. 94

**IMPLEMENTATION - PRODUCTION STANDARDS  
SETTLEMENTS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the Union made reference to certain delays in the procedure set forth in Paragraph (167) which have impeded the resolution of standards disputes.

The parties have declared their mutual determination to avoid misunderstandings and delays in this area. In this connection, the following informal procedure has been adopted for use in cases that allege delay on the part of Management representatives or where it is alleged that Union representatives have abused the procedure by making unreasonable requests for data or time studies.

1. The complaint may be reviewed between the Chairperson of the Shop Committee or a District Committeeperson designated by the Chairperson and the Plant Personnel Director or a representative designated by the Plant Personnel Director.
2. If not resolved, the Chairperson may submit a statement of the case in writing to the Plant Personnel Director spelling out the details of the complaint.
3. The Plant Personnel Director shall submit a written reply within one (1) working day of receipt of the written statement.
4. If the problem is not resolved, the parties may, within five (5) working days, request a meeting to review the problem with members of the Divisional staff and the President National Union CAW or the representative designated by the President National Union CAW.

**The parties may invoke this procedure:**

- where there are repeated delays in producing data as a result of the supervisor not having the information,
- where there is a denial of a reasonable request for a witness study,
- where there is a need for clarification of any part of the procedure,
- where there are excessive requests for data and/or studies,
- where the resolution of a dispute has resulted in the reassignment of any employee to a less desirable job,
- where there have been repeated delays in the implementation of proposed settlements.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 95

**NEW HIRES**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties have agreed to the following provisions with respect to New Hires:

**NONDISCRIMINATION IN EMPLOYMENT**

The following is the text of the written and published policy of the Company concerning nondiscrimination in employment:

Operating as it does on a nationwide basis, the Company offers employment opportunities to many people in many different locations throughout Canada.

The policy of the Company is to extend these opportunities to qualified applicants and employees on a nondiscriminatory basis and without regard to an individual's age, race, colour, gender, creed, national origin, disability, sexual orientation or other such factors as set forth in applicable Human Rights Law.

Hiring and employment practices and procedures implementing this policy are the responsibilities of the Company. Likewise, the responsibility for decisions as to who is to be hired, or who is best qualified for particular employment, rests with the Company. However, these practices, procedures, and decisions are to be, at all times, in conformity with the Company's policy of nondiscrimination.

## **ORIENTATION PROGRAM**

The parties have recognized that a properly developed and conducted orientation procedure designed to create an awareness of the dynamics of the labour-management relationship, and their effort to build a community of interest in resolving labour-management problems through orderly procedures might serve the best interests of the employees, the CAW and General Motors.

Accordingly, pursuant to the Union's suggestion, the Company will, in cooperation with the Union, undertake further development of joint orientation programs to be presented to new job applicants prior to the time they start their jobs.

The particular content of a plant's orientation program would be developed and implemented as agreed to by the local parties. Some subjects might most appropriately be presented by a Management representative, some by a Union representative, and others by both Management and Union representatives. In addition, the parties agree that during the joint orientation the Union participant will be provided opportunity to explain the value of Union membership and to encourage new employees to sign CAW application cards.

The orientation program would not be subject to the Grievance Procedure and could be terminated at any plant by either the Union or the Company, in the event that the program at the plant was not being carried on in a manner consistent with the purpose and intent of the program as established by the parties. The joint orientation program would be limited to those subjects agreed to by the Company and the Union. The establishment of such a program would not limit any other communication by Management with its employees or by the Union with its members.

## **HIRING RATES PARAGRAPH (97)(a) OF MASTER AGREEMENT**

The parties recognize that Local Agreement wage rules regulating wage rate changes are many and varied and many have been reinstated during these negotiations. The parties agree that Paragraph (97)(a) of the Master Agreement is not intended to change any of the provisions or applications of Local Wage rules. However, when such rules are applied to employees who have not attained the maximum base rate of the

job classification and who are covered by Paragraph (97)(a) of the new Agreement, the appropriate rate in Paragraph (97)(a) of the new Agreement will apply.

An employee, who has received the hire rate and rate progression set forth in Paragraph (97)(a) of the new Agreement and who, after the sixth anniversary of their employment, is assigned or continues to be assigned to a job classification that has an extended training period, but has not completed the required time in such classification to receive the maximum base rate, will continue at the current rate or the rate specified in the local wage agreement for time worked in such classification, whichever is higher. Thereafter, such employee will receive a rate in accordance with the provisions of the local wage agreement.

For the purpose of determining the respective rates specified in Paragraph (97)(a) of the new Agreement, the Engineering Method of Rounding as attached to Document No. 10 of the Master Agreement shall apply.

**PARAGRAPH (28)(a) OF MASTER AGREEMENT –  
PROBATIONARY EMPLOYEES**

The parties reaffirmed the interpretation of Paragraph (28)(a) of the Master Agreement as follows:

The provisions of Paragraph (28)(a) of the current Master Agreement will be applicable to probationary employees who are released or discharged or to employees hired with unbroken seniority from any other Company plant who are released or discharged. This provision, of course, is not applicable to any employee laid off due to fluctuations in employment requirements.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 96

## **UNION DUES DEDUCTIONS**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties have agreed to the following provisions with respect to Union Dues deductions:

### **Weekly Dues Deductions**

All payroll periods ending in a calendar month will constitute the weekly dues deduction periods subject to the following provisions;

- Weekly deductions shall be twenty-five percent (25%) of the monthly membership dues. Such weekly deductions shall be made in the first four pay periods of the month. In the event that there is a fifth pay period in a month such week shall be used to cover deductions for any arrears.
- In the event that an employee is absent from work during one or more weeks during the month but does work during such month, arrears will be calculated and deducted in the last week of the month or the fifth week whichever comes last. In the event that arrears are still owing at the end of the month such arrears will be carried over to the next month.
- In the event that an employee does not work any hours during a month, there will not be any arrears carried over for that particular month. However, arrears from previous months continue to carry over until year-end at which time they will be deleted from the payroll system.
- In the event that an employee is on layoff at the start of a month a deduction equal to one hours pay (hourly rate + COLA) will be made the first week. Arrears will be established in the event that the employee returns to work in such month.

- Any problems arising from the application of this section will be reviewed for resolution between representatives from the National Union CAW and the Divisional Labour Relations staff.

### **Deductions – Skilled Trades**

The Company will deduct, once each year from the regular wages of CAW represented Skilled Trades classification employees, an amount equal to one-half hour of the regular hourly rate including cost of living allowance in effect at the time the deduction is made from such employees. Such deduction shall be remitted to the designated financial officer of the Local Union at the same time as the regular union dues are remitted pursuant to Section VI of the Master Agreement.

Skilled Trades dues will be deducted from the last payroll period ending in January of each year from all Skilled Trades employees on roll as of January 1st of that year. This deduction will only be made after any and all other claims and the regular dues deduction have been satisfied.

This deduction is in addition to the regular dues deduction set forth in Section VI of the Master Agreement.

In the event that there are insufficient net earnings in the above-mentioned pay period to cover the deduction, the Company shall make the deduction from the first subsequent pay period in the calendar year during which the employee has sufficient net earnings. The Company shall have no responsibility for the collection of such dues if the employee has insufficient net earnings during the remainder of the calendar year.

### **Deductions – Part-Time Employees**

This will confirm the understanding reached between General Motors of Canada Limited and the Union during the current Negotiations that a temporary part-time employee will be subject to a weekly dues deduction of fifty (50) percent of the dues assessment of a fulltime employee.

Such deduction shall be made pursuant to section 2.01 of this Document and will only be made after any and all other claims have been satisfied.

Such deductions for temporary employees shall be remitted to the designated Financial Officer of the Local Union at the same

time as the regular union dues are remitted pursuant to Paragraph (6) of the Master Agreement.

### **Deductions Retirees**

During the current negotiations the parties discussed the deduction of monthly dues from the pension earnings of retirees. As a result of these discussions the Company informed the Union that when benefit representatives are meeting with employees for the completion of retirement forms such employees will be presented with a form supplied by the CAW authorizing the Company to make monthly deductions from the pension earnings of retirees.

### **Indemnity Clause – Deduction of Union Dues**

**(A)** The Union shall indemnify and hold harmless the Company for any sums paid by the Company to any person or persons:

**(i)** as a result of any final order or judgment of any court or administrative agency in favour of such person or persons, or

**(ii)** with the consent of the Union, when the claim for said sum arises out of action taken by the Company in accordance with the provisions of Section VI of the Master Agreement between General Motors of Canada Limited and the Union entered into today, or in reliance on any list, notice or assignment furnished by the Union to the Company under any of such provisions, or by the Company or Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund in connection with the deduction of Union dues from Regular Benefits.

**(B)** The Union agrees to indemnify and save the Company harmless in the event that an employee shall make any claim against the Company as a result of the application of any section of this Document.

Yours very truly,

Basil "Buzz" Hargrove  
President National Union CAW



### **Listings – Dues and Status Changes During the Month**

The Company agrees to provide the following information to the Financial Secretaries pursuant to Paragraphs (6) and (60)(d) of the Master Agreement:

- 1.** A monthly cumulative dues deductions listing for each calendar year, showing both employees for whom dues were deducted and those for whom no dues were deducted.
- 2.** A notation on the remittance to the Financial Secretaries, pursuant to Paragraph (6)(f)(1), of those employees who had dues deducted as a result of a backpay settlement.
- 3.** Job code lists and explanation sheets.
- 4.** Weekly listings of employees who worked on a per diem basis during the preceding week.
- 5.** Information relative to employees who, during the preceding month:
  - (a)** became new hires into the bargaining unit,
  - (b)** were part time employees,
  - (c)** were transferred in and out of the bargaining unit,
  - (d)** were placed on a permanent layoff status,
  - (e)** have had an address change,
  - (f)** died,
  - (g)** retired, and
  - (h)** retirees who died.

The Company advised the Union that it was prepared to transfer on computer software the information required by the Financial Secretaries pursuant to Paragraphs (6) and (60)(d) of the Master Agreement. The Local Union will be responsible for providing computer software compatible with the Company's computer records system, for the transfer of information.

The Company advised the Union that modifications to or purchase of computer equipment will be the responsibility of the Local Union. The parties also agreed that each Local Union will notify Management no later than six (6) months from the effective date of this Agreement if such Local Union elects to either receive the information as specified in Paragraph (6) and (60)(d) of the Master Agreement by computer software or by paper copy.

Any problems arising from the transfer of information to the Local Unions will be reviewed for resolution between representatives from the National Union CAW and representatives from Divisional Labour Staff of General Motors of Canada.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 97

**COMMUNITY EMPLOYMENT LEVEL LETTER**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations, the parties reviewed the considerable challenges facing the industry and the Company. The parties agreed that in light of the relentless challenges poised by competitors, the parties needed to demonstrate unprecedented flexibility and creativity in meeting these challenges. In short, the parties agreed that it was “no longer business as usual”.

During these discussions, the Company reaffirmed its commitment to the job and income security of our employees while the Union reiterated its support for productivity improvements and quality advancements.

During these discussions, the Company described its current philosophy of retaining existing core assembly and machining jobs as a strategic advantage for controlling product quality and reliability. As such, the parties reviewed the historical evolution of community employment levels. It was agreed that with recent product additions, adherence to this core product/operations philosophy had frequently added jobs. At the same time, it was recognized the Company had not taken advantage of its discretionary latitude under the “community employment levels” language, which would have provided for reductions in employment for any reason (i.e. productivity, content, attrition) other than outsourcing.

Given the Union's stated support for productivity improvements and the otherwise potential reduction of employment through attrition, the Union expressed its willingness to support strategic restructuring initiatives as a result of GM's continued capital investments and/or new product allocations at GM Canada's facilities. Notwithstanding the provisions of Document 20, this support would allow the Company to reduce its community employment levels jobs by a minimum of 750 during the life of the 2008 Agreement specifically for these restructuring events. It is understood that no employees will be placed on involuntary, indefinite layoff status as a direct result of any of these initiatives. Individual initiatives will be discussed locally and be subject to agreement by the Divisional Labour Relations staff and the National Union CAW. At the conclusion of the 2008 Agreement, community employment levels will equal the actual employment levels prevailing at that time.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 98

**TEMPORARY LAYOFFS - VACATION AND SPECIAL  
PAYMENT ELIGIBILITY**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During the current negotiations the parties discussed the impact of temporary layoffs (a short term layoff of a defined period where an employee has an expected date of recall) on an employee's ability to work the "minimum hours" during the vacation eligibility year. Accordingly, the parties have agreed that, during the current agreement, employees will receive credit for pay periods while on temporary layoff toward the accumulation of the minimum hours pursuant to Paragraph 113 of the Master Agreement. In order for an employee to receive credit for pay periods while on temporary layoff they must otherwise meet the eligibility requirements under the provisions of the Vacation Pay Allowances (Section XIV) of the Master Agreement.

Yours truly,

C.A. Ollila  
General Director, Labour Relations

Doc. No. 99

**TRAINING DISCUSSION**

GENERAL MOTORS OF CANADA LIMITED

May 15, 2008

Mr. Basil "Buzz" Hargrove  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Hargrove:

During these negotiations the parties discussed the ongoing difficulty associated with the delivering of training at various locations. At each location, the Personnel Director will convene a quarterly meeting with the Plant Chairperson, Plant Manager or their designate, appropriate operations management and the Training Coordinator, where appropriate, to ensure that the negotiated commitments are met. At each meeting, past results will be discussed and forecasts for the next quarter will be reviewed. If the local parties are unable to agree on a plan to complete the training, the matter will be the subject of a meeting with members of the Training Review Committee.

Yours truly,

C.A. Ollila  
General Director, Labour Relations