LOCAL AGREEMENTS

BETWEEN

GENERAL MOTORS OF CANADA LIMITED St. Catharines, Ontario

and the

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

> LOCAL 199 St. Catharines, Ontario

> > DATED

September 17, 2002 (Effective: <u>September 23, 2002</u>)

01976 (07)

PREFACE

Unless otherwise changed by the introduction of new language, the masculine personal pronouns used throughout these Local Agreements are applicable to all employees, male and female.

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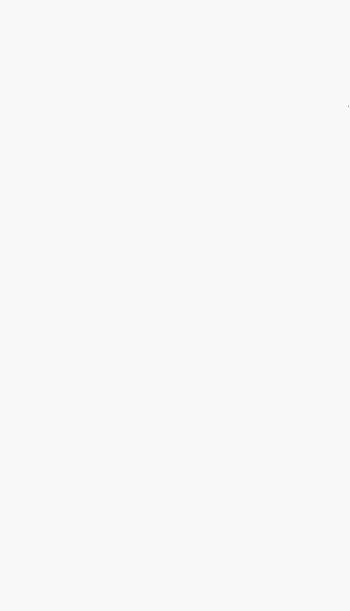
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MEMORANDUM OF

LOCAL

WAGE AGREEMENT

entered into

this 23rd day of September 2002

RETWEEN.

General Motors of Canada Limited St. Catharines, Ontario Hereinafter referred to **as** the Company,

AND

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local No. 199, St. Catharines, Ontario Hereinafter referred to as the Union.

WHEREAS

the parties, together with other parties, entered into an agreement dated this <u>23rd</u> day of <u>September 2002</u> (hereinafter referred to as the "Master Agreement"), and

WHEREAS

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

WITNESSETH:

- (1) The job classifications, wage rates and general wage provisions in effect on <u>September 23, 2002</u> shall remain in effect during the term of this Agreement except as provided in the Master Agreement or in the remainder of this Agreement.
- (2) When an employee is regularly assigned to work in two or more differently-rated classifications, the employee will be paid the rate of the highest classification for the entire shift.
- (3) The following provisions do not apply to the Skilled Trades.
- (4) (a) When an employee is temporarily required to work in a lower rated classification other than the employee's own when work is not available within the employee's own classification, such employee shall receive the established rate for the classification in which the employee is required to work.
- (b) Notwithstanding the above, when an employee is temporarily transferred to a lower rated job classification but the employee works one (1) hour within the employee's regular job classification, the employee will be paid the established rate for the employee's classification for all the hours worked on that day.
- (c) In the event an employee is temporarily assigned to a higher rated job classification on any given day, the employee will be compensated at the higher rate for all hours worked on that day, providing the employee works on such higher rated job classification for one (1) hour or more.
- (d) When an employee is temporarily required to work in a lower rated classification other than the employee's own, while work within the employee's own classification is available, such employee shall receive the higher of the two established rates.

Seniority Employees

(5) Permanent Transfer to Lower Rated Job Classifications.

Employees transferred to a lower-rated job classification will receive the established rate for the job classification to which they are assigned.

(6) Permanent Transfer to Equal Rated Job Classification

Employees transferred to an equal-rated job classification will receive not less than a rate comparable to that which they had been receiving prior to transfer. Should an employee's rate be less than the established rate of the job classification to which the employee has been transferred, the employee will be advanced to the established rate within ten (10) days, or as soon as the employee is capable of performing the normal requirements of the job, whichever occurs first.

(7) Permanent Transfer to Higher Rated Job Classifications.

Employees transferred to higher rated job classifications will receive a rate not more than five (5) cents below the established rate of the job classification to which they are transferred. Such an employee will be advanced to the established rate of the job classification to which the employee has been transferred within ten (10) days, or as soon as the employee is capable of performing the normal requirements of the job, whichever occurs first.

(8) Paragraphs (5), (6) and (7) above do not apply to transfers to job classifications set out under Exhibits "C" and "D". An employee transferred to a job classification in Exhibit "C" or "D" will receive the established rate providing the employee is capable of performing the normal requirements of the job, but in any event, not more than five (5) cents below the established rate. Subsequently, the employee will be advanced to the

established rate when the employee is capable of performing the normal requirements of the job, but in any event, within the time limits set out below:

Exhibit "C" - 30 Days Exhibit "D" - 30 Days

- (9) An employee permanently transferred to a classification with an established range of rates (as listed in Exhibit "E" of Appendix " A attached) will receive a rate which is thirty (30) cents below the minimum of the rate range classification to which the employee is transferred. If retained in the classification, the employee will receive a five (5) cents per hour increase each thirty (30) days until the minimum of the rate range classification is reached. Thereafter the employee will be advanced to the maximum rate within ninety (90) days. An employee who is capable of performing all of the normal requirements of the job prior to the expiration of the progression period outlined above, will receive a rate not less than the minimum rate of the classification.
- (10) Employees who are retained for inventory taking shall be paid the established rates for their respective classifications for all time worked during the posted inventory period.
- (11) A re-engaged employee who had previously established seniority with the Company and who has had satisfactory experience in the classification to which the employee is assigned will receive a rate comparable with that which the employee previously received on the same classification.
- (12) A Skilled Trades Leader shall not receive a reduced rate when, for a temporary period, the employee is required to perform, within the employee's classification, duties other than leading.
- (13) (a) A Skilled Trades Leader shall receive a rate of twenty (20) cents an hour above the maximum rate of the Skilled Trades classification in which the employee has journeyperson status, within a ninety (90) day period.

- (b) Non-skilled employees classified as Lead Hand α r Utility will receive a rate ten (10) cents per hour above the rate for the highest-rated classification which they service.
- (c) Employees classified as Toolsetter-General will receive a rate fifteen (15) cents per hour above the highest rated classification which they service.
- (14) On job classifications where there are ment spread rates, the Chairperson of the Shop Committee will be notified within sixty (60) days of the date of the Agreement and each six (6) months thereafter of the names of the employees who received rate increases during the period, together with the date of such increase and the amount of such increase.
- (15) Attached hereto as Appendix "A" are the wage rates by job classification as agreed upon by the parties, which wage rates exclude the increases in wage rates provided for in the Master Agreement dated September 23, 2002.

The parties agree that this Agreement will continue in full force and effect without change so long as the Master Agreement remains in effect. IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

FOR FOR

LOCAL 199 CAW GENERAL MOTORS OF CANADA LIMITED

J. Arntz C. A. Blake P. Barber J. M. Brown L. Bartley D. A. Di Martile D. Dean R. A. Di Risio J. Hockey S. M. Harrison G. Martin L. Y. Kramer R. McIntosh M. P. Moffat K. M. Murphy T. White J. S. Senn D. E. Ulch

FOR

The Area Director, CAW-Canada

Signed:

J. Graham

MEMORANDUM OF

LOCAL

SENIORITY AGREEMENT

entered into

this 23rd day of September 2002

BETWEEN:

General Motors of Canada Limited St. Catharines, Ontario Hereinafter referred to as the Company,

AND

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 199, St. Catharines, Ontario Hereinafter referred to **as** the Union,

WHEREAS

The parties, together with other parties, entered into an agreement dated this <u>23rd</u> day of <u>September 2002</u> (hereinafter referred to as the "Master Agreement"), and

WHEREAS

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

WITNESSETH:

(16) Seniority rights shall be exercised in the seniority group, department, and division, or in accordance with the Skilled Trades Flow Chart where applicable, as set out in Exhibit "B" of the Local Seniority Agreement.

Seniority shall be exercised in accordance with the following schedules, provided the employee exercising seniority is capable of performing the normal requirements of the job.

LAYOFFS

(17) The following procedures will apply both to Skilled Trades and Production employees within their respective groups. For the purpose of these provisions, a Skilled Trades Department as defined in Paragraph 1, Supplement #1 of the Local General Agreement will be considered as a seniority group.

(A) TEMPORARY LAYOFFS

Definition

A layoff is considered to be temporary for a period not to exceed twenty (20) working days. When the Company gives notice of a layoff such notice shall stipulate the estimated length of the layoff.

Procedure

- (1) In case of a temporary layoff of a balance of a shift, to and including one complete shift, no seniority will be exercised.
- (2) If a temporary layoff extends beyond (1) above and does not extend to a complete calendar week, seniority will be exercised within the seniority group on the specific shift only.

- (3) Except as provided in paragraph 3(a) below, if the temporary layoff is for a complete week or more, then seniority will be exercised within the seniority group for the balance of the temporary layoff.
- (a) The parties agree that in situations in which the Company has short notice of the complete calendar week layoff, the parties will meet and discuss the requirement to cross shifts for seniority purposes.
- (4) The parties agree that notwithstanding Paragraph 3 above, for layoffs of known duration beyond the balance of a week but less than twenty (20) working days, the principles of inverse seniority, defined as follows, will be applied.
- (a) Employees with less than one (1) year's seniority in each seniority group affected will be laid off first.
- @)Thereafter, if less than a full complement of employees with one (1) year or more of seniority are required to perform the available work, employees in the seniority group affected, shall be laid off in inverse of seniority from the group.
- (e) In the event employees are required during the temporary layoff in a specific seniority group, management will recall firstly, employees with one (1) or more years of service in line with their inverse seniority to the affected seniority group. If additional employees are required, management will recall employees with less than one (1) year's seniority in the group by seniority order.
- (d) Special problems arising under or not covered by this paragraph may be discussed between Labour Relations and the Shop Committee.

(5) Apprentices - Temporary Layoffs

Pursuant to Paragraph (138) of the Master Agreement, in the case of temporary skilled trades layoffs, apprentices will be removed from the Skilled Trades Department affected, prior to

journeypersons being laid off, in accordance with the following procedure. It is understood that for layoff purposes the apprenticeship date of entry seniority will be used.

- (a) For the balance of a shift to and including one complete shift no seniority will be exercised.
- (b) If the temporary layoff extends beyond (a) above and does not extend to a complete calendar week, seniority will be exercised within the apprentice classification within the Skilled Trades Department affected on the specific shift only.
- (c) Except as provided in Paragraph (c) (1) below, if the temporary layoff is for a complete calendar week or more, then the apprentice will exercise the apprentice's seniority within the apprentice classification within the Skilled Trades Department affected for the balance of the temporary layoff.
- (1) The parties agree that in situations in which the Company has short notice of the complete calendar week layoff, the parties will meet and discuss the requirement to cross shifts for seniority purposes.
- (d) It is understood that those apprentices who are temporarily laid off will have no claim to return to their former seniority group pursuant to Paragraph (138) of the Master Agreement.

(B) PERMANENT LAYOFFS

Definition

A permanent layoff is defined here, for the purpose of applying the seniority provisions of the Local Seniority Agreement only, as a layoff exceeding twenty (20) working days.

Procedure

(1) In the event of a permanent layoff, employees who are affected will exercise their seniority first against the lowest seniority employees in their seniority group and, failing to have

sufficient seniority to be retained in the group, will exercise their seniority against the lowest seniority employees in the seniority department.

The lowest seniority employees so affected in the department will exercise their seniority on a division wide basis. The lowest seniority employees so affected on a division wide basis will exercise their seniority against the lowest seniority employees covered under Exhibit "A" of the Memorandum of Local Seniority Agreement. (In the case of Skilled Trades employees, journeypersons will be removed in line with their seniority from the skilled trades classification affected and shall flow according to the Seniority Flow Chart - Exhibit "B").

- (2) Exceptions to the ordinary rule as set out in Paragraph (17)(B)(1) will be permitted during permanent layoffs in the following situations:
- (a) In the event of a permanent layoff which would result in a demotion from such employee's regular classification, to exercise seniority within the group and department, against the employee with the lowest seniority in the employee's job classification. Failing this, the employee will exercise their seniority against the lowest seniority employee in the group.
- (3) In the event a product line of a division is discontinued, the employees affected may exercise their seniority in their respective classifications on a plant-wide basis.

GENERAL OCCUPATIONAL GROUPS - GENERAL PROVISIONS

(18)(A) When an employee is temporarily transferred from one seniority group to another, there shall be no loss in seniority. However, in case of such transfer not exceeding sixty (60) days, employees will retain their seniority rights in the seniority group from which they were transferred. In case of a transfer exceeding sixty (60) days, an employee's seniority rights shall be exercisable in the seniority group to which the

employee transferred for such sixty (60) days and not in the seniority group from which the employee was transferred. Such period can be extended by mutual agreement between the parties.

Provided, however, that on transfers occurring due to the layoff and recall provisions of this Local Seniority Agreement and Paragraph (62)(a) of the Master Agreement, a seniority employee will establish the employee's seniority in the group to which the employee is transferred as of the date of the transfer.

In applying the provisions of Paragraph (18)(A) of the Local seniority Agreement, such paragraph shall not be operative when the transfer is for the purpose of replacing **an** employee on a sick leave of absence.

In the event the sick leave of absence is for a protracted period of time, the matter shall be discussed by the parties.

Such temporary transfers will be made without discrimination, taking into consideration the availability of employees, and their capability to perform the requirements of the job to be filled.

(B) An employee, with at least one (1) year of seniority who, as a result of a layoff, was transferred or recalled to a department other than that in which the employee was working immediately prior to such layoff, may make written application at the Employment Department within thirty (30) calendar days following such transfer or recall to return to their former department in line with their seniority as soon as possible after openings occur, providing the employee is capable of doing such work. If no such opening occurs within a period of twelve (12) months from the date of the employee's application, such application shall then be disregarded. The first secondary job opening resulting from the application of this provision will be a primary opening. Thereafter, any subsequent secondaryjob 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.

- (C) In the case of facilitating of tooling, the starting of production, or other situations resulting from production difficulties, preference may be given to employees classified as Toolsetters or Leadhands within their groups.
- (D) The following people shall be required to take inventory: Toolsetters, Leadhands, Storekeepers and personnel of the Material Handling and Inspection Divisions. The nature and duration of inventory assignments to each employee will be the responsibility of supervision. Special exceptions and/or problems arising under this paragraph may be discussed between Labour Relations and the Shop Committee.
- (E) Pursuant to the provisions of Paragraph (58) of the Master Agreement, in the event of a layoff affecting supplemental help, the supplemental help will be returned immediately for placement in line with their seniority to the seniority **groups** from which they were transferred prior to their assignment to the Skilled Trades Department.

GENERAL SKILLED TRADES PROVISIONS

(19)(A)(1) Any employee permanently laid off from a Skilled Trades classification may make application at the Employment Office for work in a classification other than a Skilled Trades classification. Employees filing applications who had previously held seniority in a non-skilled classification within the bargaining unit will be credited with a seniority date equal to the amount of time spent in a non-skilled classification for recall purposes to a non-skilled opening. Also, the employee must return at the earliest opportunity to the employee's former Skilled Trades classification, in line with the employee's Skilled Trades seniority as openings occur. Failing to so return, the employee shall forfeit all claim to the employee's former Skilled Trades classification, and the employee's non-skilled seniority shall be

established in the seniority group in which the employee is working.

- (2) The Company will inform the Chairperson of the Shop Committee concerning tradespeople working on non-skilled jobs and when non-skilled employees are promoted to Skilled Trades classifications.
- **(B)** Employees having journeyperson status who are transferred from a non-skilled occupational seniority group into a Skilled Trades classification and who have not previously established seniority in such Skilled Trades classification will have a date-of-entry seniority in the Skilled Trades classification as the date of transfer
- (C) An apprentice, upon graduation, may be temporarily transferred within the employee's trade to a classification other than the classification for which the employee was apprenticed, if no job is available in such classification. Subsequently, if the employee declines to accept an opening in the classification for which the employee was apprenticed, the employee's seniority shall become permanently established in the group in which the employee was working.
- (D) A journeyperson with at least one (1) year of seniority who, as a result of a layoff, was transferred or recalled to a department other than that in which they were working immediately prior to such layoff, may make written application at the Employment Department within thirty (30) calendar days following such transfer or recall to return to their former department in line with their seniority as soon as possible after openings occur, providing they are capable of doing such work. If no such opening occurs within a period of twelve (12) months from the date of the employee's application, such application shall then be disregarded. The first secondary job opening resulting from the application of this provision will be a primary opening. Thereafter, any subsequent 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. Such journeyperson shall be returned to their former department in their original classification in line with their seniority as soon as possible after openings occur, providing that such transfer shall not interfere with the recognized functions of the Skilled Trades Flow Chart.

- **(E)** A Leader shall be defined as a Skilled Trades employee whose main function shall be to lead or process the work of other employees and who has journeyperson status in one of the classifications within the trade the journeyperson normally leads
- **(F)** A Leader shall have seniority as a journeyperson and the journeyperson's seniority rights shall be exercisable in the Skilled Trades classification in which the journeyperson holds journeyperson status.

GENERAL OCCUPATIONAL AND SKILLED TRADES PROVISIONS

- (20)(A) During the annual vacation period, seniority shall not apply. This provision, however, shall not apply to Skilled Trades. Any problem arising with job continuity, job familiarity or emergency situations will be discussed between the parties.
- **(B)** Seniority lists shall be posted monthly, unless otherwise agreed by the parties, throughout the plant at various locations mutually agreed to by both the Company and the Union. Skilled trades seniority shall be posted by classification.
- **(C)** For the purpose of model change the affected plant areas will go down by inverse group seniority and start up by group seniority. Any deviations to this practice will be discussed by the parties to arrive at some other mutually satisfactory method of shutting down and starting up.

- (**D**) Notwithstanding the provisions of this Seniority section, the parties hereto may at any time mutually agree upon exceptions hereto.
- (E) It is understood that the Company will have reasonable time to effect the provisions of this Agreement but in no event will it extend beyond thirty (30) calendar days.
- (F) Any employee who has been transferred from a nonsupervisory 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:
- (a) 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.
- (b) Their employment with the Company has remained unbroken. Such employee may be placed on the job to which the employee's seniority would entitle the employee 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 their 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.
- **(G)** The following provisions shall be applicable to bargaining unit employees transferred out of the bargaining unit to non supervisoryjobs.
- (a) An employee temporarily transferred and/or promoted to a non-represented job classification within General Motors, St. Catharines for one (1) temporary period not to exceed six (6) months in total during the life of the current agreement,

shall continue to accrue seniority during such temporary transfers out of the bargaining unit. Temporary transfers exceeding one (1) temporary period or six (6) months in total during the life of the current agreement will result in the employee's seniority being adjusted by the amount of the excess time spent out of the bargaining unit. The parties may mutually agree to expand upon the provisions of this paragraph locally.

- (b) **An** employee permanently transferred out of the bargaining unit shall retain and accumulate seniority in the bargaining unit for a period of six (6) months after such transfer. Thereafter, the employee's seniority in the bargaining unit shall cease to accumulate.
- (c) The Chairperson of the Shop Committee will be notified of all such transfers.
- (H) The parties agree that this Agreement will continue in full force and effect without change so long as the Master Agreement remains in effect.

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

FOR FOR:

LOCAL 199 CAW GENERAL MOTORS OF CANADA LIMITED

J. Amtz C. A. Blake P. Barber J. M. Brown L. Bartley D. A. Di Martile D, Dean R. A. Di Risio J. Hockey S. M. Harrison L. Y. Kramer G. Martin R. McIntosh M. P. Moffat D. Orr K. M. Murphy T. White J. S. Senn D. E. Ulch

FOR

The Area Director, CAW-Canada

Signed: J. Graham

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SUPPLEMENT NO. 1

To The

LOCAL

SENIORITY AGREEMENT

Dated September 23, 2002

- (1) For the purpose of applying the provisions of Paragraph 62 of the Master Agreement, a department will be defined as outlined in Exhibit " A of the Local Seniority Agreement and in Supplement No. 1 to the Local General Agreement.
- (2) Employees will be permitted to have a maximum of four (4) valid requests for transfer on file at any time.

Employees will be entitled to four (4) transfer opportunities between divisions, departments, or groups within a twelve (12) month period, beginning with the fourth (4") Monday of every January.

Employees must respond to the offer of transfer by the start of the regularly scheduled shift on the following day. All decisions are final and not subject to change.

Acceptance or refusal of any transfer will invalidate the remaining transfers on file at that time.

(3) Employees who have one (1) or more years seniority may make application for transfer to a specified division, department, or group. Such transfers will be limited to a maximum of fifteen (15) per month, being transferred into any division from another division. Transfers within a division may be limited to a maximum of thirty (30) per month. The above is not intended to limit transfers into the following divisions:

- 1. Material Handling
- 2. Inspection
- 3. Tool Maintenance and Stores
- 4. Machine Repair Non-Skilled
- 5. Maintenance Non-Skilled
- Forge
- (4) Applications which are filed under Paragraph (62) of the Master Agreement, and have not been honoured, will become null and void on the fourth (4th) Monday of every January. Paragraph (62) applications will be accepted one (1) calendar week prior to this termination date and will be considered valid the first (1st) Monday following the termination date.
- (5) Should a new seniority department representing a new product line be introduced into the plant, an applicant whose request for transfer has been cancelled under these provisions will be permitted to file an additional transfer to the new department to the maximum allowed.
- (6) It is understood and agreed that the provisions of this section do not limit or restrict the rights of the Company to transfer employees under the provisions of Paragraph (61) of the Master Agreement.
- (7) None of the provisions contained herein supersede any of the provisions of the Local Seniority Agreement.
- **(8)** As noted in two (2) above, a maximum of four (4) transfer applications will be permitted at any one time. Should a subsequent application be filed, only the latest dated application will be considered valid.

MEMORANDUM OF

LOCAL

GENERAL, AGREEMENT

entered into

this 23rd day of September 2002

BETWEEN:

General Motors of Canada Limited St. Catharines, Ontario Hereinafter referred to as the Company,

AND

National Automobile, Aerospace, Transportation **and** General Workers Union of Canada (CAW-Canada), Local 199, St. Catharines, Ontario

Hereinafter referred to as the Union.

WHEREAS

The parties, together with other parties, entered into an agreement dated this <u>23rd</u> day of <u>September 2002</u> (hereinafter referred to as the "Master Agreement"), and

WHEREAS

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

WITNESSETH:

- (21) (a) If the services of the Chairperson or a Shop Committeeperson are requested by a member of Management during other than their regular shift hours, they will be paid at the applicable rate for such time as their services may be required by Management.
- (b) If the services of the Chairperson or a Shop Committeeperson are requested by a Zone Committeeperson during other than the working hours of their shift, the Chairperson or Shop Committeeperson will he permitted to enter such Committeeperson's zone when arrangements have been made with Management. The Chairperson or Shop Committeeperson will be permitted to use no more than a reasonable period of time in any one plant entry, and the time so spent in the plant will not be paid for by the Company, except in cases involving Paragraphs (29) and (30) (Suspension and Discharge cases) of the Master Agreement, in which cases payment will be made at straight time rate.
- (22) As provided in Paragraph (19) of the Master Agreement, and because of the existing shift arrangements, the Union shall have Committeepersons on the second and third shifts with designated zones, as agreed to by the parties.

Committeepeople on these shifts will not function as Committeepeople under the Representation or Grievance Procedure Sections of the Master Agreement on the day shift. Similarly, Committeepeople on the day shift will not function as Committeepeople during the off shift hours.

(23) As provided in Paragraph (19) of the Master Agreement, zoning shall be as agreed to by the parties, provided that in addition to the requirements of Paragraph (17) of the Master Agreement, with regard to a Zone Committeeperson being entitled to work, ten (10) or more employees, exclusive of employees on continuous operations shall not only be working in the Zone Committeeperson's zone, but also on the Zone Committeeperson's shift.

- (24) As provided in Paragraph (19) of the Master Agreement, the functions of the Chairperson under Paragraphs (11), (13), (22), (24)(a), and (29) of the Master Agreement, shall be performed by the Chairperson or the Shop Committeeperson in their respective areas.
- (25) Pursuant to Paragraph (68) of the Master Agreement, informal leaves of absence may be granted for a period not to exceed thirty (30) days upon application of the employee to, and approval by, their Supervisor in writing. Such leaves of absence shall not be renewed
- (26) (a) Pursuant to the terms of Paragraph (22) of the Master Agreement, the Zone Committeeperson may request their Superintendent or Department Head to call the Chairperson, or the Shop Committeeperson in the area, as set out in the Local General Agreement in Paragraph (24), to assist them at the Second Step of the Grievance Procedure, or at the interview referred to in Paragraph (28) of the Master Agreement. The Superintendent or Department Head will comply with the request without undue delay.
- **(b)** Pursuant to Paragraph (30) of the Master Agreement, any grievance arising from a discharge or suspension may be investigated by the Chairperson, or the Shop Committeeperson in their area, with the Superintendent concerned, prior to the special grievance meeting with Management.
- (27) If an employee is injured on the job, the employee will be paid for the balance of the shift on which the employee has been sent home, or has been sent to an outside hospital, or to an outside doctor by the Medical Department of the Company because of such injury, irrespective of when the injury occurred.
- (28) Although Supplemental Help and Extra Help may on occasion be assigned to the same overtime work as journeypeople they shall not have any claim to equalize overtime with journeypeople.

(29) A ten-minute break period for all employees will be given after the first two hours of work after the regular starting period and after the first two hours after the regular lunch period. This break period is given conditional upon the break period limits being strictly adhered to.

The parties agree that this Agreement will continue in full force and effect without change so long as the Master Agreement remains in effect IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

FOR FOR

LOCAL 199 CAW GENERAL MOTORS OF CANADA LIMITED

J. Arntz C. A. Blake P. Barber J. M. Brown L. Bartley D. A. Di Martile D. Dean R. A. Di Risio J. Hockey S. M. Harrison G. Martin L. Y. Kramer M. P. Moffat R. McIntosh D. Orr K. M. Murphy T. White J. S. Senn D. E. Ulch

FOR

The Area Director, CAW-Canada

Signed:

J. Graham

SUPPLEMENT NO. 1

To The

LOCAL GENERAL AGREEMENT

Dated September 23, 2002

MEMORANDUM OF AGREEMENT entered into this <u>23rd</u> day of <u>September 2002</u>, between General Motors of Canada Limited, St. Catharines, Ontario, and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 199, St. Catharines, Ontano.

- (1) The following shall constitute Skilled Trades departments for the following purposes:
- (a) For applying the provisions of Paragraph (159) of the Master Agreement regarding the equitable distribution of overtime:
- **(b)** For applying the provisions of Paragraph (61) and its subsections of the Master Agreement regarding promotion to a job paying a higher hourly or base rate;
- (c) For applying the provisions of Paragraph (62) of the Master Agreement, Skilled Trades Journeypersons may make application for transfer to openings in their Skilled Trades classification in departments other than their own.

SKOOA - General Maintenance, Components Plant

SKOOB - Die Shop, Components Plant

SKOOC - Tool Room, Components Plant

SKOOE - Tool Maintenance, Components Plant, West Side

SKOOF - Tool Maintenance, Components Plant, East Side SKOOG - Machine Repair, Components Plant, West Side

SKOOH - Machine Repair, Components Plant, East Side

SKOOI - Machine Repair, Forge, Components Plant

SKOOJ - Electric, Gas and Industrial Truck Mechanics, ComponentsPlant

SKOOM - General Maintenance, Glendale

SKOON - Tool Maintenance, Glendale

SKOOP - Machine Repair, Glendale

SKOOR - Cutter Grinders, Components Plant

SKOOS - Cutter Grinders, Glendale

SKOOT - Electric, Gas and Industrial Truck Mechanics, Glendale

SKOOU - Dynamometer Lab and Axle Change - Components Plant

SKOOV - Dynamometer Lab - Glendale

SKOOW - General Maintenance, Glendale, Gen III

SKOOX - Tool Maintenance, Glendale, Gen III

SKOOY - Machine Repair. Glendale, Gen III

SKOO1 - General Maintenance, Glendale East

SKOO2 - Tool Maintenance, Glendale East

SKOO3 - Machine Repair, Glendale East

STATEMENTS OF POLICY

AND

LETTERS OF INTENT

Dated September 23, 2002

GENERAL MOTORS OF CANADA LIMITED

ST. CATHARINES, ONTARIO

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

STATEMENT OF POLICY

WORK PRACTICE CHANGES AND JOB OPPORTUNITIES

During the current negotiations, the parties discussed and agreed to the following statement of policy on Mutual Objectives and Commitments.

MUTUAL OBJECTIVES AND COMMITMENTS

The parties discussed their desire and primary objectives, to allow employees, the Union and the Company, to work together in a spirit of cooperation and mutual trust. The parties, accordingly have come to recognize that each has the desire, the skills, and ability to develop and support the St. Catharines operation and work force, so that it will continue to grow and prosper in a world class competitive environment, to produce components at the lowest possible cost to the consumer

With this concept as the primary and mutual objective, the parties to this agreement, will earnestly seek to develop unique and flexible approaches which will enable them to successfully achieve these objectives, on an "on-going basis".

This objective and commitment is designed to earnestly develop a relationship that will enable the parties to produce St. Catharines Automotive Products at a quality and competitive level, second to none, and most importantly, Collective Agreements that are designed to efficiently and effectively respond to the benefit of the St. Catharines operations and work force. The Union recognizes the Company's need to grow and prosper, by continuously working together, to seek ways of always improving our competitive position, our product quality, and provide long-term job security for our employees.

The parties have agreed that the genuine application of these objectives and commitments will better position the St. Catharines operations in maintaining rear axle manufacturing, as well as acquiring new business for the St. Catharines Engine and Components facilities. The parties further recognized that operational changes may be necessary in order to meet our customer's requirements at a competitive level. In view of the current rear axle situation and the desire to grow the business in St. Catharines, the parties have agreed to implement the following to focus on improving uptime and throughput of equipment:

- (1) The Company and the Union will establish and implement training programs specifically designed to heighten the skill level of employees within the toolsetter and skilled trades classifications. The focus of this program is not intended to have production employees do work that requires the skills of a trade
- (2) During a breakdown or imminent breakdown situation, employees will perform incidental work to assist other employees to effect the required repair, providing the work can be performed safely.
- (3) The Company and members of the Shop Committee will jointly review all product lines to identify the bottleneck areas of the process and will mutually seek solutions to increase production through these areas.
- **(4)** Where practicable, staggered shift schedules and break periods will be implemented to have continuous machine operations to increase uptime and productivity.
- (5) The parties recognize that alternative work schedules can be a strategy to increase capacity utilization. In order to assess this strategy, the parties agree to implement an alternative work schedule pilot project at both the Components and Engine Plants, within 6 months of the signing of this Agreement, subject to the approval of the Divisional Labour Relations Representatives and National Union C.A.W. Representatives

The Company and the Union will monitor the effectiveness of these mutual commitments to ensure there are continuous improvements in uptime and throughput to endeavour to provide long term job security for our people.

D. A. Di Martile Regional Personnel Director St. Catharines Plants D. J. Orr Chairperson -Shop Committee Local 199, C.A.W.

Shop Committee

J. Arntz

P. Barber L. Bartley

D. Dean

J. Hockey

G. Martin R. McIntosh

T. White

STATEMENT OF POLICY

ST. CATHARINES FUTURE PRODUCT PROGRAMS

During the 1996 Negotiations the parties had extensive dialogue regarding the common desire of creating an atmosphere for job creation and investment in the St. Catharines operations. The parties agreed that in order to create job security for our employees we needed to be able to modify work practices as they relate to new work. The parties recognize that in order to be awarded any new work we would have to demonstrate our ability to be competitive and as such the parties agreed that the following provisions would be applicable to only new operations:

- (A) The parties recognize that at this time there are a number of unknown factors regarding how new operations would be processed and how the operating system would ultimately be structured. Accordingly the parties agreed to the formation of two (2) steering committees, one for the Components Plant and one for the Glendale Site, each consisting of the Chairperson and the affected members of the Shop Committee and an equal number of members of Plant management. This committee's purpose will be to discuss the specific issues contained in this Statement of Policy.
- **(B)** In recognition of the need to be competitive and efficient the parties agreed that the new operations will be governed by the provisions of the Master and Local Agreements except where an expressed provision contained in this statement of policy supersedes such Local provisions.
- **(C)** As part of our efforts to be competitive and to create employment opportunities, where it supports the needs of the business, the parties may agree to the implementation of an alternate shift arrangement for new operations where such implementation results in greater capacity and/or reduced costs.

- (D) The parties recognize the talent and skills that many of our employees have and the desirability of utilizing this talent on projects associated with creating employment opportunities. Accordingly the parties agree that bargaining unit employees that are temporarily transferred out of the bargaining unit to a non-supervisory assignment that supports a project to attract new work or to launch a new program will continue to accrue bargaining unit seniority for the duration of the project. When an employee is transferred out of the bargaining unit as per this provision, if appropriate, management will replace the employee for the duration of the assignment. The Chairperson of the Shop Committee will be notified of all such transfers as well as the name of the replacement if appropriate.
- **(E)** The parties recognize the need for employees to be trained in any new operation and the resulting need for employees to perform work consistent with the training that they receive. Accordingly the following guiding principles have been agreed to in order to describe the workforce flexibility that is expected by both parties:

Non Trades:

- (1) Employees will respond to situations within the new operations and perform work that can be done safely within their skill level and is not work requiring skills taught to journeypersons during apprenticeship training.
- (2) Consistent with the provisions of Paragraph 2 of the Local Wage Agreement non trades employees will be classified as "Toolsetter" and will work within work groups and be expected to perform a variety of different tasks/duties on a daily basis. Such duties may include work that has historically been performed by support groups which can more effectively be performed by employees familiar with the operations

(3) "Toolsetters" will be able to perform routine maintenance work and set ups in their work areas providing they can perform the work safely, including incidental tasks that do not require the skills of a journeyperson that are taught during apprenticeship training.

Skilled Trades:

The Company and the Union will establish and implement training programs specifically designed to heighten the skill level of employees within the toolsetter and skilled trades classifications. The focus of this program is not intended to have production employees do work that requires the skills of a trade

- (F) Each new operation will be set up as a separate Department under Exhibit A of the Local Seniority Agreement within a Division containing similar work, unless the Steering Committee agrees that a separate division would be reasonable or practical based on the operation size. Separate Departments will be established for all Maintenance Trades and for all Tool Trades assigned to support the new operation if the steady state population exceeds thirty (30) Maintenance Trades or Tool Trades and such departments would apply for all purposes outlined in Supplement No.1 to the Local General Agreement.
- (G) Skilled Trades and non trades employees that desire to transfer to the new operations may make application and Skilled Trades and non trades employees will be selected separately following the provisions of Paragraph (62) of the Master Agreement.
- (H) In order to ensure the likelihood of success with the new operation the parties agreed that it is desirable to minimize workforce churning. Accordingly the parties agreed that for new operations the following provisions will supersede the provisions of the Memorandum of Local Seniority Agreement, Supplement No. 1 to the Local Seniority Agreement and Statement of Policy No. 9:

- (1) Once selected non trades employees will not be eligible for transfer out of the new Department for a period of eighteen (18) months for machining operations and for six (6) months for assembly operations. Once selected Skilled Trades employees will not be eligible for transfer out of the new Department for a period of eighteen (18) months.
- (2) Employees within the new Department may apply for transfer to other Groups within the new Department after six (6) months in their existing Group.
- (3) As Skilled Trades employees transfer to openings in a new Department, management will review proposed steady state shift arrangements with employees and preferential privileges will be given to senior employees to select from available preferred steady state shift arrangements. However, during the start up period, individual employees may be placed on shift in their assigned areas, as required to support the operation, without regard to shift preference for periods not to exceed four months.
- (I) The parties recognize the importance of communication between employees on different shifts in the success of new operations. Notwithstanding the provisions of Statement of Policy No. 4, it is agreed that scheduled shift times for Skilled Trades employees assigned to support a new operation only may include overlapping shifts and that such shifts will be scheduled with a paid lunch period on three shift operations.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized officers and representatives:

FOR

LOCAL 199 CAW GENERAL MOTORS OF CANADA LIMITED

FOR

C. A. Blake J. Arntz P. Barber J. M. Brown L. Bartley D. A. Di Martile D. Dean R. A. Di Risio J. Hockey S. M. Harrison L. Y. Kramer G. Martin R. McIntosh M. P. Moffat K. M Murphy T. White J. S. Senn D. E. Ulch

STATEMENT OF POLICY

QUALITY

During the current Negotiations, the parties reaffirmed their commitment to Quality. in our ever changing and increasingly competitive business, it is paramount that we in St. Catharines continue to work towards improving methods and processes in an effort to enhance our product quality. Both the Union and Management commit to work towards fostering St. Catharines' reputation as a world class producer of automotive components. We support the premise of satisfied customers through quality products.

D. A. Di Martile Regional Personnel Director St. Catharines Plants D. J. Orr Chairperson -Shop Committee Local 199,C.A.W.

STATEMENT OF POLICY

LEAD HANDS, TOOLSETTERS, JOURNEYPERSONS AND GROUP LEADERS

The function and job responsibility of Lead Hands, Toolsetters, Journeypersons and Group Leaders varies 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, Toolsetter, Journeyperson or Group Leader, the direction will be repeated by a member of Management.

No. 2

STATEMENT OF POLICY

DAY JOBS FOR UNION REPRESENTATIVES

The Company will endeavour to provide day jobs for the Chairperson, for Zone Committeepeople and for Alternate Committeepeople, who represent day shift employees, and the Executive Board of the CAW, Local 199, Local Representatives for Pension, Insurance, S.U.B. Plan, Substance Abuse, Health and Safety, and their Alternates, and the Apprentice Chairperson, Union Counsellor and Placement Representatives, if they are working in the Plant.

STATEMENT OF POLICY

OVERTIME EQUALIZATION

For the purposes of administering overtime, the following rules shall be followed:

- (1) Hours will be credited in terms of total paid hours involved (one hour at time and one-half equals one and one-half credit hours).
- (2) In this statement "available hours" means hours available to an employee on their shift, in line with their overtime hours, in their equalization group provided they are capable of performing the job.
- (3) (a) When overtime hours are available to an employee and they work, they are absent for any reason, or they decline the offer of work, the hours available to the employee shall be credited as if they had been worked.
 - **(b)** Available hours will not be credited to an employee under the following circumstances:
 - (i) the employee is on SPA, including any Monday stipulated in Paragraph 90 of the Master Agreement which follows the SPA week, excluding the Christmas holiday period
 - (ii) for the first weekend following the commencement of a seven (7) consecutive day vacation period, and for one additional weekend for each additional seven (7) consecutive day vacation period
 - (iii) the employee declines extension of shift overtime

- (iv) the notification of overtime occurs after regular working hours
- (v) the employee is asked to work overtime while working overtime $% \left(\mathbf{v}\right) =\left(\mathbf{v}\right)$
- (vi) overtime becomes available while the employee is on temporary layoff for the complete week.
- (c) When an employee agrees to a shift trade for an entire week (Monday Friday) and overtime hours are available to the employee for the Sunday afternoon shift but the employee is not allowed to work such shift because the employee is scheduled to work the Sunday night shift immediately following, the hours will be credited as if they had been worked.
- (4) In the case of temporary transfers to other equalization groups, the employees temporarily transferred will be given the median of the group to which they are transferred. Temporary transfers will not be recognized under Paragraph (159) of the Master Agreement unless all employees in the equalization group, the employee has been temporarily transferred to, have been offered overtime, and the employee has worked in the equalization group for a complete week (Monday Friday).
- **(5)** Effective with the effective date of this agreement employees transferred to work out of the Bargaining Unit shall be credited for the overtime hours that would have been made available to the employee had the employee remained in the Bargaining Unit during this period.
- (6) Employees returning from permanent layoff or employees permanently transferred to new equalization groups, or new hires will be given the median of their new groups. In the event there are an even number of employees in the equalization group, the average of the two (2) middle numbers will be given.

- (7) An employee returning to their former equalization group from temporary transfer will take the hours credited to them at the time of transfer plus any additional overtime hours worked while transferred. Credited hours will be adjusted on a weekly basis.
- **(8)** All Union Committeepersons, and their Alternates, shall be credited with all hours available *to* them with the exception of hours declined for representation. Hours charged to Committeepersons and their Alternates will not be used in computing the median overtime hours of the equalization group.
- (9) Equalization of hours shall be kept on a continuous basis. At the beginning of each year the employee lowest in hours will be given zero hours and the rest of the group will be adjusted accordingly. Equalization records will be used by supervisionas a guide in scheduling overtime work.
- (10) Notwithstanding the provisions of Paragraph (159) of the Master Agreement, an employee's overtime eligibility will lie on their regular scheduled shift unless a shift change for a complete week (Monday Friday) has been authorized.
- (11) The Company will review with the Union any unusual circumstances which may arise regarding the overtime equalization rules.

STATEMENT OF POLICY

SHIFT HOURS OF MAINTENANCE SERVICE DEPARTMENTS

When it is necessary to place Maintenance Service employees on three shifts, there will be no overlapping of the shifts. Such shifts will be scheduled as straight eight hour shifts with fifteen-minute paid lunch periods.

No. 5

STATEMENT OF POLICY

SKILLED TRADES OPENINGS

Employees working in non-skilled classifications who qualify as journeypersons under Paragraph (153) of the Master Agreement, may make application for openings in Skilled Trades classifications.

Journeypersons will be selected by seniority from those applicants who have the necessary qualifications for the openings to be filled.

No. 6

STATEMENT OF POLICY

OVERTIME LUNCH PERIOD ARRANGEMENTS

Employees will receive the same lunch periods on weekend overtime as they had during their normal work week except when they are transferred temporarily to a classification or work group having a different lunch period arrangement.

STATEMENT OF POLICY

SKILLED TRADES DRIVING TOWMOTORS AS A TOOL OF THE TRADE

During these negotiations, a very serious problem involving jurisdiction of Company personnel driving Towmotors was discussed.

Both parties agreed that a solution had to be found before **an** agreement could be reached.

The parties agreed that all Towmotors under 9 tons would be removed from the Maintenance Department.

Sufficient Towmotor Drivers using Towmotors less than 9 tons would be assigned to the Maintenance Department to perform the transporting of materials and equipment.

The driving of the Drott crane will be assigned to trained employees in the Millwright and Millwright-Hoisting Engineer classifications

It is recognized that Millwrights may do certain work using the 9 ton and over towmotor as a tool of the trade. It is also recognized that work done by under a 9 ton towmotor will not be performed by Skilled Trades.

Company representatives have instructed Area Supervisors that no abuse to this document will be tolerated

STATEMENT OF POLICY

PERSONAL AND EMERGENCY RELIEF

It is the policy of the Company to enable employees to leave their jobs when necessary for the purpose of personal relief.

The manner in which this is accomplished may vary as established by Management for departments or groups.

in addition, however, the Company recognizes there are occasions when employees may require emergency relief and, in such cases, Supervision will take whatever steps are necessary to provide such relief.

Abuses of such procedures will be subject to control.

No. 9

STATEMENT OF POLICY

SHIFT PREFERENCE BY SENIORITY

The Company's practice of giving preferential privileges to senior employees for openings on steady day, two-shift, or three-shift operations within the group will be continued. Senior employees will be allowed to remain on the shift in their group providing work is available within their classification which they are capable of performing. in the case of Skilled Trades employees, the date of entry seniority will determine the order of preference.

STATEMENT OF POLICY

ADVANCE NOTICE OF OVERTIME

Pursuant to the Letter of Intent regarding "Overtime Policies" in the Master Agreement, the Company acknowledges that 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.

In the scheduling of weekend overtime work, the Company recognizes that it is desirable to give notice of the overtime work to employees during their Thursday shifts when it is possible to do so.

No. 11

STATEMENT OF POLICY

SENIORITY OF COMMITTEEPERSONS

Permanent Layoffs

Pursuant to Paragraph (63) of the Master Agreement, Committeepersons and Alternate Committeepersons will be considered to have super-seniority within their groups during appropriate times of permanent layoff. In addition, all shift Committeepersons and their Alternates will have super-seniority rights on shifts other than those on which they function as Committeepersons or Alternates.

Temporary Layoffs

During temporary layoffs extending beyond the balance of a calendar week, and for the model change period, the Parties agree that the Union will identify at the beginning of the layoff,

one shift committeeperson and one shift alternate each week for the respective zone who will have rights under Paragraph 63 of the Master Agreement during that particular temporary layoff.

It is understood a committeeperson may exercise the provisions of this understanding in such committeeperson's own seniority group.

It is understood that appointments made by the Union must be an employee who would otherwise be scheduled to work during the period in question.

No. 12

STATEMENT OF POLICY

IMPLEMENTATION OF ALTERNATE WORKING RELATIONSHIPS

During these Negotiations the parties discussed the mutual need to promote the involvement and participation of all employees, trades and non-trades in the manufacture of the highest quality products at competitive costs.

As a result of these discussions the parties agreed that the Shop Committee and General Motors St. Catharines could, by mutual agreement, implement natural work groups if they so desire.

STATEMENT OF POLICY

CONTINUING DISCUSSIONS RE UTILIZATION OF JOURNEYPERSONS

During the current negotiations the parties devoted considerable time discussing the need for mutual cooperation in improving productivity and efficiency and reducing downtime which ultimately would enhance job security and employment opportunities within *our* plants.

The parties recognize that it is necessary to have an effective Skilled Trades work force in order to achieve these goals. Accordingly, the Company and the Union are committed to continuing discussions during the life of the Agreement to discuss new approaches to the effective utilization of Journeypersons.

The Chairperson of the Bargaining Committee may attend such discussions.

No. 15

STATEMENT OF POLICY

SAME DAY SENIORITY

For employees with the same seniority date, serial number order will be used for all seniority purposes. (Lowest number will be considered as having the higher seniority.)

STATEMENT OF POLICY

SAME DAY SENIORITY - SKILLED TRADES

On Tuesday, September 28, 1982, discussions were held between the parties to clarify how the "Same Day Seniority" language applies to Skilled Trades and Apprentices in St. Catharines. As a result of these discussions, it was agreed that, for Skilled Trades and Apprentices only, where two employees have the same skilled trades date of entry, plant seniority will then be used to determine which employee is to be laid off or recalled, for shift preference, and for applying the provisions of Paragraph (1) (b) and (c) of Supplement No. 1 to the Local General Agreement. Should the employees plant seniority dates be the same, then serial number order will be used. (Lowest serial number will be considered as having the higher seniority.)

No. 17

STATEMENT OF POLICY

MEDICAL PASSES

The Superintendent or Department Head will determine the necessity of an employee leaving the plant, when medical reasons are advanced by the employee for leaving and such medical reasons cannot be substantiated by the Medical Department.

STATEMENT OF POLICY

DOCTORS NOTES

During current negotiations the Union raised concerns regarding supervision requesting employees to supply doctors statements in cases of continuing absenteeism.

The Company stated that in cases of this nature, supervision are expected to use discretion and good judgement in making these requests of **an** employee. This method of controlling absenteeism should be used only when supervision **has** reason to believe that the employee's absence was without just cause.

No. 19

STATEMENT OF POLICY

PERSONAL PASSES

The Company recognizes that employees may on occasion require time off for unforeseen activities that occur during regular scheduled shifts. In order to accommodate such requests, it is necessary that employees make their requests known to Supervision as far in advance as possible and consideration will be given on an individual basis. Approval of such leaves of absence should be handled in the normal plant practice, whereby the pass is issued promptly at the time of the request.

STATEMENT OF POLICY

PER DIEM WEEKEND OVERTIME

During recent negotiations the Union raised instances where employees had worked during the week on supervisory per diem assignments and then were returned to the bargaining unit to work overtime on the weekends

This memorandum re-arms the long standing position of the Company that an employee who worked on a per diem assignment during the week should not be permitted to work on weekends (including any statutory holiday attached to such individual weekend) on bargaining unit work unless ail available employees in **the** overtime group have had the opportunity to accept available overtime

No. 21

STATEMENT OF POLICY

EMPLOYEES LEAVES OF ABSENCE

During these recent negotiations, the Union repeatedly raised significant concerns regarding the untimeliness of Supervision in responding to requests of employees for leaves of absence. The Company stated at these negotiations that supervision would respond in a timely manner to requests for short term leaves of absence and would promptly forward long term leaves of absence requests to the Personnel Department for consideration. Supervision will respond in writing to all written requests within the seven (7) working days following the date of receipt.

It is important to give sincere consideration to employees who have requested leaves of absence and who have provided as much notice as is reasonably possible.

September 23, 2002

Mr.D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Application of Paragraph (18)(D), Local Seniority Agreement

inventory assignments will be offered to employees in the classifications listed in Paragraph (18)(D), Local Seniority Agreement, in order of their seniority.

If sufficient employees for inventory-taking are not available through this procedure, then employees in the appropriate classifications who are lower in seniority will be required to take inventory.

in the event that the inventory assignment is to be taken on the weekend, consideration will be given to the overtime records of employees.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr.D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

 ${\bf Subject:} \quad {\bf Application} \ \ {\bf of} \ \ {\bf Paragraph} \ \ ({\bf 27}) \ \ {\bf -Local} \ \ {\bf General} \\ {\bf Agreement}$

As a result of negotiations between the parties with respect to Paragraph (27) of the Local General Agreement, it was agreed by the Company that in a case where **an** injured employee had been sent to their supervisor by the Medical Department and had subsequently been sent home because no work was available, Paragraph (27) would be applicable although the employee had not been sent home by the Medical Department.

Yours truly GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr.D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Interpretation of "Applicable Rate" - Paragraph (109) of Master Agreement

The phrase "applicable rate" as used in the first sentence of Paragraph (109) of the Master Agreement, will be considered to have two meanings:

- (1) It refers to the applicable premium due to the employee either straight time, time and one-half, or double time, depending upon the day of the occurrence.
- (2) It refers to the employee's rate of record. Thus, if any employee reports for work and there is no work available in their classification and the employee is utilized for four hours in a lower rated classification and then sent home, the employee will be paid at the rate for their normal, or recorded, classification. This interpretation is applicable to the St. Catharines operations.

Yours truly GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Straight Time Rate - Holiday Pay

For the calculation of statutory Holiday Pay, as outlined in Paragraph (91) of *the* Master Agreement, the Company will use the employee's rate of record, as shown on the employee's Personnel docket, which is applicable to the week in which the holiday falls.

Straight time rate for this purpose will include the Cost of Living Allowance.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L.2P 3G5

Dear Sir:

Subject: Recognition of 3rd Shift Committeepersons

As provided in Paragraph (19) of the Master Agreement, and because of existing shift arrangements, the Union shall have Committeepersonson the 3rd Shift.

The Committeepersons on the 3rd shift will function in a manner similar to that presently in effect for 2nd **shift** Committeepersons. That is to say, Committeepersons on 3rd shift will not function as Committeepersons under the Representation or Grievance Procedure Sections of the Master Agreement while working on other shifts. Similarly, Committeepersons on other shifts will not function **as** Committeepersonsduring the 3rd shift hours.

The Company will endeavor to place 3rd shift Committeepersons on day shift during the weeks they do not function as a Union representative. Any special problems that may arise under this letter can be discussed between Labour Relations and the Shop Committee.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, C.A.W.
124 Bunting Road
St. Catharines, Ontario
L2P 3G5

Dear Sir:

Subject: Break Periods - Extended Shifts

Employees whose shifts are scheduled to work two (2) or more hours of overtime will receive a ten-minute break period (including the 5-minute wash-up period at the end of their regular shift) prior to starting to work overtime. A five-minute wash-up period will be granted at the conclusion of the overtime assignment.

Employees whose shifts are scheduled to work less than two (2) hours but more than thirty (30) minutes of overtime will be granted a five-minute wash-up period at the end of their regular shift and a five-minute wash-up period at the end of the overtime assignment.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. On Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L.2P 3G5

Dear Sir:

Subject: Sunday Night Shift Start

In areas where the third shift commences on Sunday night, the parties agree that in the application of the Working Hours Section and the Holiday Pay Section of the Master Agreement, the third shift which begins on Sunday night shall be considered to have begun on Monday. Thereafter, each work day of the third shift shall be considered to have begun on the calendar day next following the calendar day on which it actually began.

Sunday night start would not be implemented in any other areas unless by mutual agreement between the parties.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Procedure for Filling Openings in the Plant by Paragraph Order

In the course of these negotiations, the parties have agreed that the following priority system should be used in placing employees on openings in the plant:

- (1) Paragraph (18)(B) of the Local Seniority Agreement
- (2) Paragraph (61), (62), (65)(a) and (65)(b) of the Master Agreement
- (3) Placement of employees who are surplus in a particular area.

It is understood that in cases where more than twenty (20) employees become available as surplus, the parties agree that the placement of these surplus employees in excess of twenty (20) will take precedence over transfers under Paragraphs (61) and (62) of the Master Agreement.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, C.A.W.
124 Bunting Road
St. Catharines, Ontario
L2P 3G5

Dear Sir:

Subject: Application of Paragraph (65) Master Agreement

During the 1970 negotiations, the parties devoted considerable time discussing problems associated with placement of employees who suffer a compensable or major physical disability. The parties recognize that placement of such employees will not impinge upon the fundamental principles of seniority as outlined in the Collective Agreement.

In order to accomplish the objectives of Paragraph (65)(a) (Compensable occupational disease or **injury**) and (b) (major physical disability other than covered by Paragraph (65)(a) of the Master Agreement), the following procedure will apply:

- (1) Any employee placed in accordance with this procedure must possess sufficient seniority to be retained in the seniority group in the Department in which the employee is so placed. Such an employee shall be placed as openings occur or shall displace lower seniority employees within such Department.
- (2) Any employee placed in accordance with this procedure shall be given a copy of the form submitted to the Chairperson of the Shop Committee and the affected Shop Committeeperson indicating the employee's name, date of placement, etc. a copy of which is attached hereto.

(3) In the event of a permanent reduction in force affecting a placement employee, the Plant Chairperson and the Company will review the specific circumstances of such employee's placement. Exceptions may be made to the provisions of the Local Seniority Agreement in favor of such employee upon review between the Company and the Chairperson so long as the employee's seniority would hold within the St. Catharines Plants. The Medical Department may review an employee's placement if there is a dispute between the Parties.

Failing to resolve a dispute as to whether **an** employee should be retained on their placement assignment, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical opinion. The employee shall remain on their placement assignment until the employee has attended the impartial medical appointment and a decision has been rendered

The decision as to whether the employee should be retained on their placement assignment shall be final and binding upon the Union, the employee involved and the Company.

- **(4)** Any employee placed on a job in accordance with this procedure shall be examined on a periodic basis by the Plant Medical Director to review the necessity of continuing to recognize such employee as requiring job placement.
- (5) If the results of a medical re-examination referred to in Point No. 4 above determine that an employee does not require job placement, such employee shall thereupon return to the seniority status such employee held prior to being placed on a job in accordance with this procedure.
- (6) When an employee is placed on a job in accordance with this procedure, the employee shall be eligible for transfer pursuant to the terms of the Collective Agreements. The Medical Department will make the final determination if there is a dispute between the parties.

- (7) When an employee is placed on a job in accordance with this procedure, the employee shall he offered overtime work pursuant to the principles set out in Paragraph (159) of the Master Agreement, consistent with their medical restrictions. The Medical Department will make the final determination if there is a dispute between the parties.
- **(8)** To be eligible for job placement in accordance with this procedure, **an** employee must be able to perform ail the requirements of the job.
- (9) All placements of a Paragraph (65) (b) nature will be as a result of an agreement between the Shop Committeeperson and the Company.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, **C.A.**W.
124 Bunting Road
St. Catharines, Ontario
L2P 3G5

Dear Sir:

Subject: Placement of Union Officers

During the course of these negotiations, the Union made certain representations on behalf of Union officers who had completed their term of office and, as a result, were available for placement.

The Company stated that any employee who had to be removed from their job because of their election or appointment to a Union office would, upon the completion of their term of office, be considered to have been transferred out of the bargaining unit during the period in question and would be returned for placement in accordance with Paragraph (20)(F), Local Seniority Agreement.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Application of Paragraph (20)(A) Local Seniority Agreement

Employees who volunteer to work during the annual vacation period should submit their names to the Employment Department no later *than* four weeks prior to the start of the vacation period. Employees additional *to* the scheduled work force will be selected by seniority from those volunteers who normally work in each of the Components Plant East, Components Plant West, or Glendale Site, provided they are capable of performing the work required.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Temporary Reassignments

During current negotiations, discussions took place concerning high seniority employees being temporarily transferred to other classifications while lower seniority employees were retained within their classification in the group.

It is not the Company's policy to select higher seniority employees for this purpose. However, particular assignments of employees to other classifications may be influenced by the capability and experience of available employees and the necessity to avoid reassignment of other employees to find a qualified operator.

It will continue to be the Company's policy to make temporary transfers in such a manner that fair treatment of the affected employees is assured.

Any problems in this regard will be discussed between the Shop Cornmitteeperson and Management.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, C.A.W.
124 Bunting Road
St. Catharines, Ontario
L.2P 3G5

Dear Sir:

Subject: Medical Examinations

During these negotiations, discussions took place concerning seniority employees whom *the* Company requires to have a medical examination. The Union requested that such employees have the right to be examined by a physician of their choice.

The Company stated that if a seniority employee is required to have a medical examination at the request of the Company, such examination will be performed by Company medical personnel on Company time. A seniority employee may, if the employee elects, be examined by a physician of the employee's choice. However, such examination will not be on Company time and any expenses, direct or indirect, related to the examination, *are* the responsibility of the employee.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: **Production Transfers**

During the current Negotiations, it was agreed that when Management declares a permanent opening, the following procedure will be followed

- (1) **An** internal realignment to the particular job assignment by seniority within the classification, in the group. This is not intended to limit management's ability to reassign employees to daily job assignments. Furthermore, openings created by the realignment of an employee under the provisions of this policy will not be subject to this policy.
- (2) **An** internal group to group transfer will **be** made to fill the resulting opening within the department **as** defined in Exhibit " A of the Local Seniority Agreement.
- (3) The resulting opening will be filled by a departmental transfer pursuant to the provisions of Supplement No. 1 of the Local Seniority Agreement.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson, Shop Committee Local-199, C.A.W. 124 Bunting Road St. Catharines, Ontario 1.2P 3G5

Dear Sir:

Subject: Discussions re Paragraph (18)(B) and Paragraph (19)(D) of the Local Seniority Agreement - Return to Former Department

During current negotiations the parties agreed that any unusual circumstances arising out of problems pertaining to secondary opening transfers or multiple applications to return to former department, pursuant to the provisions of Paragraph (18)(B) and Paragraph (19)(D) of the Local Seniority Agreement, will be discussed between the parties.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr D. J. Orr Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L.2P 3G5

Dear Sir:

Subject: Exiting The Plant During Wash-Up Period

During the current negotiations, the parties discussed the Union's demand for all employees to exit the Plant during their five (5) minute wash-up periods prior to the lunch period and prior to the conclusion of the shift.

As a result of these discussions, the Company has agreed to allow all employees the right to exit the Plant without loss of pay during the five (5) minute wash-up period prior to the lunch period and prior to the conclusion of the shift under the following conditions.

All employees exiting the Plant during the five (5) minute wash-up period will be required to badge out at their respective badge reader.

All employees will remain in their work areas until the commencement of the five (5) minute wash-up period.

Abuses may result in cancellation of this procedure. If this is considered by Management to be necessary, discussions will be held with the Shop Committee in advance.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson, Shop Committee Local-199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Safety Footwear

During current negotiations the parties agreed as follows:

- (1) Effective October 25, 1999, and not more often than once each year thereafter the Company will pay up to the amount of one hundred (\$100.00) dollars towards the purchase price of one pair of approved safety footwear purchased by a seniority employee actively at work at the time of purchase. Such footwear must be purchased through approved Company vendors
- (2) Any payment difference beyond the \$100.00 allocation would be administered by cash or through a single payroll deduction for a minimum of ten (\$10.00) dollars. In addition to cash, arrangements will be made to accept major credit cards for payment differences.
- (3) **An** employee who elects to purchase safety footwear in accordance with this understanding will be required to **wear** such footwear on the job.

- (4) This understanding shall not apply to the following employees:
- (a) Those employees assigned on a permanent basis to those operations currently receiving safety footwear on a designated safety basis and,
- **(b)** Employees hired by the Company to function as vacation replacements more commonly referred to by the parties as summer students. Such employees shall purchase their own safety footwear.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, C.A.W.
124 Bunting Road
St. Catharines, Ontario
L2P 3G5

Dear Sir:

Subject: General Occupational Groups - General Provisions

During 1990 Negotiations, the parties clarified that the provisions of Paragraph (18)(A) are not intended to allow employees to supercede the transfer and/or seniority provisions of the Collective Agreements.

Yours truly

GENERAL, MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Overtime Equalization Agreement for Maintenance Trades

During 1999 negotiations, the parties discussed the ongoing problems associated with plant wide overtime groups in the Maintenance Department. It was agreed that an overtime equalization agreement would be implemented with smaller overtime groups within the Departments. The implementation and formation plans will be developed between the parties and will be effective thirty (30) days from the signing of the Local agreement.

Paragraph (159) of the Master Agreements states:

"Insofar as it is practicable for Management to do so, overtime on any shift in any Department will be equitably distributed among those employee 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."

For the purposes of administering Paragraph (159) of the Master Agreement in line with this overtime equalization agreement, the following will be considered separate overtime groups.

General Maintenance, Components Plant, West Side General Maintenance, Components Plant, East Side General Maintenance, Components Plant, Construction and Building Maintenance General Maintenance, Glendale, Gen 1e Machining and Assembly General Maintenance, Glendale, Construction and

Building Maintenance

Overtime equalization within the above listed Maintenance groups will be administered as follows:

When all employees in the overtime group have been offered overtime and additional employees are required, such overtime will be made available to the employee having the lowest recorded overtime hours, on such shift, in the other overtime groups within the respective departments (specifically, SKOOA and SKOOM).

Consistent with local scheduling practices, for the purposes of administering the Full Utilization provisions of Appendix "R" attached to the Master Agreement, the following Departments will be considered as overtime groups:

SKOOA - General Maintenance, Components Plant, SKOOM - General Maintenance, Glendale

Note: For the purposes of this document the above overtime groups will apply to the Full Utilization provisions of Appendix "R".

Any problems arising as **a** result of this agreement will be reviewed and resolved between the Shop Committeeperson and Management.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Extended Lavoffs

During 1990 Negotiations, the parties agreed that when a layoff is anticipated to extend beyond twenty (20) working days to a maximum of thirteen (13) weeks, the parties will discuss the circumstances and can mutually agree to extend the temporary layoff provisions.

Yours truly
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Interpretation of Paragraph 19(A)(1) - Local Seniority Agreement

During the 1996 negotiations, the parties discussed the recall rights relative to the preferential hiring rights of the Master Agreement and Paragraph 19(A)(1) of the Local Seniority Agreement.

The parties mutually agreed that the provisions of Paragraph 19(A)(1) of the Local Seniority Agreement would be effected prior to any preferential hire referred to in Document 12 or Document 14 of the Master Agreement.

Yours truly,
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. <u>D. J. Orr</u> Chairperson, Shop Committee Local 199, C.A.W. 124 Bunting Road St. Catharines, Ontario L2P 3G5

Dear Sir:

Subject: Reassignment of Skilled Trades Employees

A skilled trades employee may elect to be re-assigned to supplement another skilled classification provided work is available and that such employee can perform the work. The employee must return at the earliest opportunity to their former skilled classification in line with their seniority, as openings occur.

Yours truly,
GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson, Shop Committee Local 199, CAW 124 Bunting Road St. Catharines, Ontario L2P 3G5

Subject: Components Plant Working Conditions

During the current negotiations the parties had considerable dialogue about the cleanliness and general working conditions at the Components Plant. **The** Union raised a number of examples, during discussions, to illustrate that conditions at the plant had deteriorated and needed to be addressed.

The Company acknowledged the Union's concerns and the parties mutually agreed that a tour of the plant was required to observe the conditions to help identify the priority areas that needed to be addressed to improve the level of cleanliness and working conditions for the employees.

As a result of the tour of the plant, the Union identified the following general categories, which in their opinion, required improvements to raise the level of cleanliness in the plant:

- equipment cleaning / painting
- housekeeping / floors
- ceiling / beam cleaning
- duct work / piping cleaning
- recondition locker/ shower facilities
- exhaust improvements
- ventilation

During the current negotiations, the parties agreed that specific areas needed to be addressed and commitments were made for their completion. It was also agreed that plant working conditions and cleanliness, including issues from the above categories, should be the subject of ongoing dialogue between the respective Shop Committee members and local management. The purpose of this dialogue is to ensure that the level of cleanliness in the plant is continuously improved and not allowed to deteriorate in the future.

Accordingly, the parties agreed to re-establish regular working condition meetings within sixty (60) days following negotiations to monitor the improvements agreed to by the parties during negotiations and to further identify priority areas for continuously improving the level of cleanliness in all above categories during the life of the Agreement.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

NEW FOR 1996

No. 45

September 23, 2002

Mr. <u>D. J. Orr</u>
Chairperson, Shop Committee
Local 199, C.A.W.
124 Bunting Road
St. Catharines, Ontario
L2P 3G5

Dear Sir:

Subject: Placement Process

During the 1996 Negotiations the parties spent considerable time discussing the Placement Process and the modifications necessary.

The parties mutually identified concerns with the current process and discussed putting in place a process that included appropriate modifications to address those concerns.

The Placement process identified includes, but is not limited to the following steps:

Job search to be conducted by CAW placement representative **and** supervisor, beginning with pre-injury job, pre-injury job with modification, placement within seniority group, department, other productive departments and lastly, in the service groups.

Completed job search sheet along with restrictions and job placement recommendation form will be brought to a placement meeting by the CAW placement representative.

Placement meeting will be attended by employee, CAW placement representative, claims management representative, medical, area supervision and area shop committeeperson.

A placement letter will be generated identifying the employee's seniority group and other pertinent information about the placement.

Upon expiry of the restrictions and thereby the placement letter, the employee will attend a prescheduled appointment with medical to review the necessity of ongoing restrictions. At that point, if no restrictions are issued, the employee will return to their pre-injury job. If restrictions are issued the job search process in its entirety will be repeated and a new placement letter will be generated.

The Union also raised concerns regarding the situation where an employee is placed on a job assignment or assignments within a group and the assignment is eliminated resulting in the employee being instantly displaced. In these situations, the Company stated that the employee should not be instantaneously displaced, but rather a job search should be conducted following receipt of a placement request sheet initiated by area supervision identifying that the current assignment has been eliminated and the need to identify a new assignment.

Any issues or concerns regarding the administering of these procedures should be discussed between the parties.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

September 23, 2002

Mr. D. J. Orr Chairperson. Shop Committee Local 199. C.A.W. 124 Bunting Road St. Catharines. Ontario L2P 3G5

Dear Sir:

Subject: Toolsetter Flexibility

As clarification to Statement of Policy St. Catharines Future Product Programs, the parties discussed the types of duties that would be expected to be performed by employees in new work groups such as, but not limited to:

- performing PM checks on departmental equipment
- following equipment lubrication schedules
- performing tooling adjustments and offsets
- utilizing CMM equipment or other quality verification equipment and methods to ensure product quality
- performing housekeeping within the new operations including regularly required clean-up tasks in lunch/team rooms (e.g. sweeping floors, cleaning microwaves, dusting shelves, wiping tables)
- performing material movement to maintain efficient operations

This is not intended to include duties that are performed by support groups for the benefit of several areas such as, but not limited to:

- cleaning of washrooms
- delivery of lubricants on assigned routes throughout the
- major cleaning of central chia handling systems
- cleaning and charging of central coolant systems
- bulk material movement throughout the plant

in addition, the periodic, major cleaning of lunch/team rooms (e.g. waxing floors, washing walls, cleaning windows) will be performed by support groups.

Yours truly

GENERAL MOTORS OF CANADA LIMITED

EXHIBIT "A"

OF THE LOCAL

SENIORITY AGREEMENT

Dated September 23, 2002

GLENDALE EAST ENGINE DIVISION - 01

A Glendale East Engine Machining

- (01) Block Line Machining
- (02) Crank Line Machining
- (03) Head Line Machining

B Glendale East Engine Assembly

- (01) Assembly Loop 1
- (02) Assembly Loop 2
- (03) Test and Dress
- (04) Head Assembly

ENGINE DIVISION - 02

A Internai Parts Machining

(01) 3.1 L Camshaft

ENGINE PLANT CLERK DIVISION - 03

A Engine Plant

(01) Clerks

COMPONENTS PLANT

FORGE DIVISION - 04

A		Forge
	(01)	Hammer Operators
		Upsetters
		Hot Press Operators
		Crane Operators
		Shear Operators
	(02)	Tool Crib & Die Polishers
	(03)	Hot, Warm & Cold Forming Operation
	(04)	Sandblast

FRONT AXLE AND AXLE SHAFT DIVISION - 05

A Front Axle

(01) Brake Bonding

B Axle Shaft

- (01) Axle Shaft Rough and Finish (Components Plant West Side)
- (02) Output Shaft Machining

C Rear Brake Machining

(01) Brake Drum Machining

D Rear Brake Assembly

(01) 9.5 inch Rear Brake Assembly

E GM-10

- (01) Knuckle Machining
- (02) GM-10 Assembly

E Innovate Drum

(01) Innovate Drum Machining

REAR AXLE DIVISION - 06

A Case, Carrier, Flange & Tube Machining Carrier & Tube Assembly

- (01) Differential Case Machining
- (02) Differential Carrier Machining
- (03) Drive Pinion Flange Machining & Assembly
- (04) Rear Axle Tube Machining

B Gear Machining

- (01) Drive Pinion Blanking
- (02) **Drive** Gear Blanking
- (03) Drive Pinion & Gear Cutting
- (04) Rear Axle Testers Soft Testing
- (05) Rear Axle Tube Welding
- (06) Gas Carburize & Heat Treat
- (07) Gear & Pinion-Hard Grind
- (08) Gear & Pinion Lapping, Hard Testing

C Rear Axle Assembly

- (01) Differential Assembly
- (02) Rear Axle Assembly
- (03) Rear Axle Take-off
- (04) Rear Axle Tube Carrier Assembly

TRANSMISSION DIVISION - 07

A		Transmission Carrier & Parking Gear Machining
	(01) (02) (03)	Carrier Differential Machining Carrier Drive End Machining Parking Gear Machining
В		Transmission Differential Gears & Bar Machining
	(01) (02) (03) (04) (05)	Automatic Bar Machining Side Pinion & Side Gear Machining Parking Pawl Pinion Shaft & Miscellaneous Machining 4T80E Machining and Assembly, 4T65 Heavy Duty Machining
C		Transmission Internal Gear
	(01) (02)	Internal Gear - Rough Cut & Hardening Internal Gear - Finish Machining
D		Transmission Gears
	(01) (02)	Sun Gear & Planet Pinion (Soft) Sun Gear & Planet Pinion (Hard)
E		Transmission Assembly
	(01) (02)	Differential Assembly Final Drive Assembly

INSPECTION & LAB DIVISION - 08

Components Plant Quality Control West Side
Axle Shaft
Output Shaft) Salvage
Shipping & Receiving
Quality Audit
) Forge
Hot, Warm & Cold Forming & Sand Blast
) Brake Drum Machining, Brake Drum
) Gauge Repair
) Statistics
Components Plant Quality Control East Side
) Case & Carrier
) Gear & Pinion
Axle Final Assembly
Rear Axle Carrier Tube Welding
Rear Axle Tube Welding & Machining
Differential Assembly
) Gauge Repair
Transmission Gear
Transmission Gear Lab
Transmission Carrier & Parking Gear Transmission Final Assembly
Transmission Final Assembly Statistics
y Statistics
Laboratory
Lab Analysis Personnel - Components Plant Lab Analysis Personnel - Glendale

D Precision Inspection

- (01) Precision Insp. Components Plant
- (02) Precision Insp. Glendale

E Glendale - Quality Control

- (01) Receiving, Quality Audit & R.G.R.
- (02) Gauge Repair

MATERIAL HANDLING DIVISION - 09

A		Material Handling West - Components Plant
	(01) (02)	Material Handling Unloader, Shipper, Checker
	(03)	11 0
		Leaders
	(05)	Fork Lift Truck Drivers
В		Material Handling East - Components Plant
	(01)	Material Handlers
	(02)	Fork Lift Truck Drivers
	(03)	Unloader, Shipper, Checker
	(04)	inter-plant Trucking
	(05)	Leaders
C		Material Handling - Engine Plant
	(01) (02) (03) (04)	Material Handling Leaders - Material Handling Shipping & Receiving Leaders - Shipping & Receiving

TOOL MAINTENANCE AND STORES DIVISION - 10

A		Components Plant
	(01) (02) (03)	Tool Crib Attendant & Delivery General Stores Tool Stamping
В		Engine Plant
	(01) (02)	Tool Crib Attendant & Delivery General Stores
C		Components Plant - Main Tool Room
	(01)	Tool Crib & Delivery

MAINTENANCE DIVISION - NON-SKILLED - 11

A		
	(01)	Janitor, Chip Handler & Power Sweepers
	(02)	Components Plant East Janitors, Chip Handler & Power Sweepers - Components Plant West
В		
	(01)	Tractor Drivers, Labourers - Components Plant
C		
	(01) (02) (03)	Janitors - Glendale Production Chip Handler - Glendale Janitors - Glendale Non-production Janitors Office-Glendale Power Sweepers - Glendale
D		
	(01)	Tractor Driver, Labourers - Glendale
E		
	(01)	Janitors, Office - Components Plant

MACHINE REPAIR DIVISION - NON-SKILLED - 12

Α

- (01) Oilers, Coolant & Chemical Control, Battery Service Attendants -Components Plant
- (02) Oilers, Coolant & Chemical Control, Battery Service Attendants - Glendale

AGILE OPERATIONS - PRODUCTION - 13

A Agile

- (01) Black Line
- (02) Crankshaft Line

GLENDALE WEST ENGINE - 14

A Glendale West Engine Machining

- (01) Head Line Machining
- (02) Block Line Machining
- (03) Rod Line Machining
- (04) Cam Line Machining

B Glendale West Engine Assembly

(01) Assembly

TORQUE CONVERTER-15

A Torque Converter

(01) Innovate Torque Converter

COMPONENTS PLANT CLERK DIVISION - 16

A Components Plant

(01) Clerks

EXHIBIT "B"

OF THE LOCAL

SENIORITY AGREEMENT

Dated September 23, 2002

LOCAL SENIORITY AGREEMENT SKILLED TRADES FLOW CHART

2002

MAINTENANCE TRADES

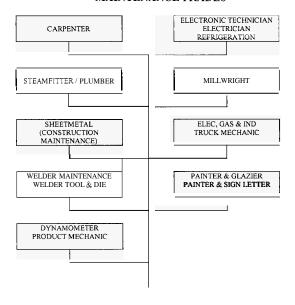
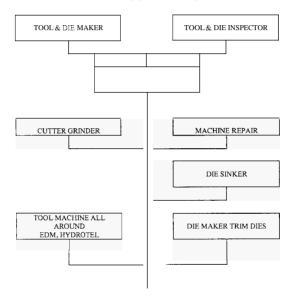


EXHIBIT "B" - LOCAL SENIORITY AGREEMENT

SKILLED TRADES FLOW CHART

<u>2002</u>

TOOL TRADES



APPENDIX "A"

WAGE RATES BY CODE & JOB CLASSIFICATION

Job Classification	Exhibit	Effective Date 09/17/01 \$	Effective Date 09/23/02 \$	Effective Date 09/22/03	Effective Date 09/20/04 \$
Analyst Lah Special	C	28 16	30.46	31 37	32.00
Assembler	В	26.19	28.44	29.29	29.88
Automatic, Screw Machine					
	D	26.81	29.07	29.94	30,54
1	c l	26,31	28.56	29.42	30.01
2	A	25.91	28.15	28.99	29.57
	A	25.71	27.94	28.78	29.36
Clerk	В	26.53	28.79	29.65	30.24
	Analyst, Lab, Special Assembler Automatic, Screw Machine Operator Battery Service Attendant Chip Equipment Operator Chip Handler	Analyst, Lab, Special C Assembler B Automatic, Screw Machine Operator D Battery Service Attendant C Chip Equipment Operator A Chip Handler A	Analyst, Lab, Special C 28.16 Assembler B 26.19 Automatic, Screw Machine Operator D 26.81 Battery Service Attendant C 26.31 Chip Equipment Operator A 25.91 Chip Handler A 25.71	Job Classification Exhibit 09/17/01 \$ 09/23/02 \$ Analyst, Lab, Special Assembler C 28.16 30.46 26.19 28.44 Automatic, Screw Machine Operator D 26.81 29.07 26.81 29.07 26.31 28.56 26.31 26.56 26.31 26.56 26.31 26.56 26.31 26.56 26.31 26	Job Classification Exhibit 09/17/01 \$ 09/23/02 \$ 09/22/03 \$ Analyst, Lab, Special Assembler C 28.16 26.19 30.46 28.44 29.29 Automatic, Screw Machine Operator D 26.81 29.07 29.94 29.94 Battery Service Attendant Chip Equipment Operator C 26.31 28.56 29.42 29.42 Chip Handler A 25.71 27.94 28.78 28.78

Code	Job Classification	Exhibit	Effective Date 09/17/01 \$	Effective Date 09/23/02 \$	Effective Date 09/22/03 \$	Effective Date 09/20/04 \$
JNAZ	Coolant & Chemical					
	Control	D	26.31	28.56	29.42	30.01
GFAZ	Crane Operator, Bridge					
	Crane	В	26.53	28.79	29.65	30.24
HEAZ	Dispatcher	С	26.53	28.79	29,65	30.24
CDAZ	Gear Finisher	В	26.31	28.56	29.42	30,01
CMAZ	Grinder, Precision	В	26.31	28.56	29.42	30.01
FRAZ	Hammer Operator 4000 &					
	Over, Forging	В	29.09	31.42	32.36	33.01
LNAZ	Industrial Waste Operator	C	27.02	29.29	30.17	30.77
IDAZ	Inspector, Bench	В	26.19	28.44	29.29	29.88
IINZ	Inspector, Floor	В	26.53	28.79	29.65	30.24
INAZ	inspector, Gauges	C	26.81	29.07	29.94	30.54
IMAZ	Inspector, Key	В	26.53	28.79	29.65	30.24

WAGE RATES BY CODE & JOB CLASSIFICATION - (continued)

Code	Job Classification	Exhibit	Effective Date 09/17/01	Effective Date 09/23/02 \$	Effective Date 09/22/03 \$	Effective Date 09/20/04
HSAZ	Janifor/Sweener	A	25.59	27.82	28.65	29.22
HYAZ	Labourer	٧	25.91	28.15	28.99	29.57
CNAZ	Machine Operator,	В	26.31	28.56	29.42	30.01
CCAZ	Machine Operator, General	В	26.19	28.44	29.29	29.88
TTAZ	Oiler, Equipment &	8	26.31	28.56	29.42	30.01
LKAZ	Packer	В	26.19	28.44	29.29	29.88
GSAZ	Piston Permacast	В	26.53	28.79	29.65	30.24
FVAZ	Press Operator, Forge 1600 & 2000 Ton	В	27.61	29.90	30.80	31.42

WAGE RATES BY CODE & JOB CLASSIFICATION - (continued)

Code	Job Classification	Exhibit	Effective Date 09/17/01 \$	Effective Date 09/23/02 \$	Effective Date 09/22/03 \$	Effective Date 09/20/04 \$
FWAZ	Press Operator,					
	Forge 3000 Ton & Over	В	28.10	30.40	31.31	31.94
EOAZ	Repair Engine After Final					
	Test	В	26.53	28.79	29.65	30.24
EQAZ	Repair	В	26.31	28.56	29.42	30.01
FPAZ	Shear Operator, Forge	В	26.31	28.56	29.42	30.01
KCAZ	Storekeeper	В	26.31	28.56	29.42	30.01
DWAZ	Tester, Axles	В	26.31	28.56	29.42	30.01
DTAZ	Tester, Engine – Final	В	26.53	28.79	29.65	30.24
VRAZ	Tool Chaser - Productive					
	Tools	В	26.41	28.66	29.52	30.11
VEAZ	Toolsetter, Gleasons	C	26.84	29.11	29.98	30.58

WAGE RATES BY CODE & JOB CLASSIFICATION (continued)

Code	Job Classification	Exhibit	Effective Date 09/17/01 \$	Effective Date 09/23/02 \$	Effective Date 09/22/02 \$	Effective Date 09/20/02 \$
KQAZ	Tractor Driver	В	26.19	28.44	29.29	29.88
KHNZ	Truck Driver, General	B	26.19	28.44	29.29	29.88
KMAZ	Truck Driver, Tractor	_	20.13			2,,00
	Trailer	В	27.62	29.91	30.81	31,43
LDAZ	Unloader, Shipper &					
	Checker	В	26.19	28.44	29.29	29.88
FXAZ	Upsetter, 6" & Over	В	28.10	30.40	31.31	31,94
DXAZ	Welder, Hand	В	26.53	28.79	29.65	30.24
DZAZ	Welder, Automatic	В	26.31	28.56	29.42	30.01

WAGE RANGE CLASSIFICATIONS - NON SKILLED

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				09/1	7/01	09/2	3/02	09/2	2/03	09/2	0/04
	Code	Job Classification	Exhibit	Min	Max	Min	Max	Min	Max	Min	Max
-109				\$	\$	\$	\$	\$	\$	\$	\$
9	WBYZ WGAZ	Gauge Repair Gear Cutter,	Е	28.35	28.55	30.67	30.87	31.60	31.80	32.24	32.44
	VWBZ	Experimental Inspector, Precision	E E	29.61 29.61			32.16 32.16				33.78 33.78

Code	Job Classification	Effective Date 09/17/01	Effective Date 09/23/02	Effective Date 09/22/03	Effective Date 09/20/04
		\$	\$	\$	\$
QZSZ SXSZ	Carpenter Cutter Grinder	31.20 31.33	33.74 33.87	34.75 34.89	35.45 35.59
SNSZ SPSZ	Die Maker Trim Di Die Sinker	32.07 33.70	34.63 36.31	35.67 37.40	36.38 38.15
RSSZ	Dynamometer Prod Mechanic	31.20	33.74	34.75	35.45
TASZ RBSZ	E.D.M. Machine Electrician	31.59 31.59	34.14 34.14	35.16 35.16	35.86 35.86
RPSZ	Electric Gas & Industrial Truck Mechanic	31.20	33.74	34.75	35.45
TCSZ R1SZ	Hydrotel Operator Machine Repair	31.59 31.51	34.14 34.06	35.16 35.08	35.86 35.78
RFSZ	Millwright	31.20	33.74	34.75	35.45

WAGE CLASSIFICATIONS - SKILLED

Code	Job Classification	Effective Date 09/17/01	Effective Date 09/23/02	Effective Date 09/22/03	Effective Date 09/20/04
		\$	\$	\$	\$
RGSZ RKSZ	Painter & Glazier Painter, Sign Letterer	31.12 31.20	33.65 33.74	34.66 34.75	35.35 35.45
RISZ RMSZ	Steamfitter – Plumber Sheet Metal	31.20	33.74	34.75	35.45
SHSZ	(Construction Maint.) Tool & Die Maker	31.20 31.59	33.74 34.14	34.75 35.16	35.45 35.86
SVSZ	Tool Machine All				
SJSZ	Around Tool Maker	31.33 31.51	33.87 34.06	34.89 35.08	35.59 35.78
RUSZ SLSZ	Welder Maintenance Welder Tool & Die	31.33 31.51	33.87 34.06	34.89 35.08	35.59 35.78
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