

**AGREEMENT BETWEEN**

**CAMI**

**AUTOMOTIVE INC.**

**AND**

**CAW LOCAL 88**

EFFECTIVE SEPTEMBER 18, 1995  
TO SEPTEMBER 20, 1998

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This agreement between  
**CAMI** and the **CAW**  
was negotiated and will be  
administered in the  
Spirit **of** Mutual Trust.

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# I OUR AGREEMENT

This Labour Agreement is entered into as of the eighteenth (18th) day of September, 1995 between CAMI Automotive Inc. (CAMI), and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW - Canada, and its Local No. 88 (the Union).

## 1. RECOGNITION

CAMI recognizes the Union as the sole and exclusive bargaining agent for all its production and maintenance employees with respect to wages, hours of work and all other working conditions as negotiated by the parties to this agreement.

The word "employee" as used in this Agreement means any production or maintenance employee, but excluding administrative, engineering and supervisory personnel, and those engaged in any other category of work which the parties may agree to exclude.

CAMI having recognized the Union for the purpose above noted, will negotiate with the chosen accredited representatives of the Union.

## 2. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of employment for employees of CAMI represented by the Union. It provides for orderly collective bargaining procedures, ensures that mechanisms are in place to accommodate timely and equitable problem resolution, and prevents work stoppages and interruptions that interfere with the efficiency of CAMI's business operations.

CAMI and the Union agree that a cooperative environment within which the employees, the Union and CAMI can work productively, avoiding confrontation, is in the best interests of the employees, the Union and CAMI.

Stable and harmonious industrial relations will facilitate the achievement of high operational efficiency and productivity, constant improvement, high quality, and low production costs,

which ~~are~~ essential ingredients to a profitable ~~operation~~. Through its ~~profitability~~, CAMI will be able to provide stable employment: equitable treatment and compensation recognizing the employees' ability and ~~contribution~~; a pleasant working environment; and a safe workplace.

### 3. MANAGEMENT RIGHTS

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

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

The Union recognizes the right of CAMI to formulate, revise and publish Personnel ~~policies~~, which shall be administered in a fair, ~~impartial~~ and consistent manner to ~~all~~ members of the ~~bargaining unit~~.

### a 4. TEAMWORK

(b) CAMI will be responsible for the operations of CAMI and direction of its employees. Consistent with CAMI's objectives, it is recognized that CAMI utilizes a team concept where employees are expected to work ~~as~~ a team to assist each other in production as the need arises.

CAMI will utilize team concepts, with employees organized into teams of approximately six (6) to twelve (12) employees determined in accordance with the nature ~~of~~ an operation or a process. Each team will have a Team Leader. All members of



a team share responsibility for the work performed by the team and for participation in quality and productivity improvement programs.

CAMI accepts that the basis of continuous improvement in productivity and quality is the establishment and enhancement of quality and process standards. Those standards are best represented at CAMI by the CAMI Operating Standard (**COS**) and the Standardized Operations Sheet (**SOS**). In recognizing this as the foundation of the production process, revisions will be necessary to the SOS/COS. Such revisions may be suggested by the team or members of management in an effort to improve an operation, process or work assignment, or when there are rearrangements in job elements or changes in facilities or machinery. Suggested revisions will be reviewed with the affected team members for their consideration and input prior to their implementation.

It must be recognized that occasionally immediate adjustments may be required to ensure continuous and efficient production; and that when large numbers of revisions occur, such as periods of model change, revisions to process documentation in advance of the actual operation change will not be practical. In such circumstances, revised documentation will be made available and opportunity for input will be provided to the team as soon as practical.

To develop and maintain flexibility of the workforce while at the same time developing the ability and interest of the individual employee, there will be multi-job training and experience with various kinds of jobs. This will give a broader job content through which the employees' interest and commitment will be developed.

## **5. TEAMLEADER**

The Team Leader, under the guidance and supervision of an Area Leader, is responsible for coordinating the activities of the team. While the Area Leader has ultimate responsibility for operational results, the Team Leader plays a key role in guiding team members toward the achievement of established production, quality, cost, and safety goals.

The major duties of the Team Leader include:

- 20/11 preparation of team rotation schedules, checking and communicating attendance
- coordinating the updating and posting of COS's and **SOS's** and monitoring that team members follow the process and perform standardized work
- training team members on all jobs on the team and maintaining team training profiles
- providing absentee relief as necessary
- monitoring quality and providing timely feedback including the undertaking of corrective action and the completion of appropriate quality and material related reports
- responding to production stops and taking appropriate action to correct line problems including downtime reporting as related to process and equipment
- ensuring all required materials are available and monitoring consummables usage
- communicating information through team or individual meetings, and/or by posting memos on team boards/ communication boards as necessary and appropriate
- providing input and monitoring completion of a total preventative maintenance (TPM) schedule
- providing leadership by example
- completing paperwork including safety check sheets, and providing input to Q.C. circle and team recommendations

- canvassing for overtime which shall not include the administrative duties or paperwork associated with overtime tracking
- assigning work when the line is down
- assuming additional duties as required and identified by management which shall not be intended to include regularly delegated Area Leader responsibilities

Team Leaders are expected to carry out their responsibilities in the spirit of teamwork and cooperation, not through direct supervision. In the same spirit, it is expected that team members will follow the direction of their Team Leader in the performance of their operations.

A Team Leader requires a full scope of knowledge of all operations assigned to the team so as to effectively coordinate and direct team members.

## **6. SMALL GROUP ACTIVITIES**

CAMI is concerned with producing a quality product and depends on the participation of all employees in the quality aspects of the operations. Employees will be asked to be involved in the decision making process in their work areas, along with other employees to discuss better ways to produce the product. Key to the participation of the employee in the decision making process and suggestion system of CAMI is the employee's involvement in small group activities. This is essential for employee awareness, satisfaction, understanding of the working environment and safety, and CAMI will implement group activities.

Such group efforts are based on the employees' active and voluntary participation to enlighten themselves and others on such matters as:

(a) quality

(b) safety

- (c) how to increase productivity
- (d) how to increase work efficiency
- (e) how to enhance the work environment
- (f) cost reduction

Quality leaders will be trained in the process to encourage and lead in these group activities.

The Union agrees to cooperate with CAMI in the implementation of these activities and to encourage employee participation.

## **7. UNION SECURITY**

During the life of this Agreement, CAMI will deduct from the earnings of each employee covered by this Agreement an amount equal to the Union initiation fee and monthly dues that will be deducted three (3) times each month (effective November 1, 1995), laid down by the constitution and by-laws of the CAW-Canada. Union dues are those dues uniformly levied by the Union in accordance with its constitution. At the end of each calendar month and prior to the tenth (10th) of the following month, CAMI will remit by cheque to the Financial Secretary of the Local Union, the total of the deductions made, together with a list of those ~~from~~ whom deductions are made, along with a list of those from whom no deduction was made and the reason therefore. This information will be provided to the Union on computer disk in addition to the printed format.

No deductions will be made from employees who have not earned at least one week's wages in any month.

## **8. NO DISCRIMINATION**

CAMI and the Union agree that this Agreement shall be applied without discrimination, interference, restriction or coercion with respect to any employee by reason of age, marital status, sex,

race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap, or Union membership or activity.

CAMI and the Union are committed to the concept that it is essential to provide a work climate that treats the individual with dignity and respect, in an atmosphere free of intimidation and harassment.

## 9. (a) REPRESENTATION

The Union shall be represented in the plant by Committeepersons, the total number to be proportional to the total number of employees in the plant (excluding those employees represented by the Skilled Trades Committeeperson) and adjusted annually to most closely approximate a ratio of one (1) Committeeperson for each two hundred and fifty (250) employees, but at no time shall there be less than five (5) Committeepersons. Of those Committeepersons one shall be the Chairperson. Annual adjustments shall take place on the anniversary date of the signing of this agreement.

In addition to those Committeepersons provided for above the following will also be provided:

<u>Skilled Trades</u> (who shall be a journeyperson)	<u>Selected at large from active</u> <u>journeypersons and apprentices</u>
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<u>Benefits (2)</u>	<u>Selected at large from active</u> <u>employees</u>
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<u>Employee Assistance/</u> <u>Substance Abuse/</u> Placement	<u>Selected at large from active</u> <u>employees</u>
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Production Standards    Appointed by local Union

Human Rights/                    Selected at large  
Employment Equity\*\*    from active employees

**\*\* Performing representational duties twelve (12) hours per week**

**Having so designated the area(s) of responsibility for the \_\_\_\_\_ e \_\_\_\_\_ hall so notify, in writing, Employee Relations. Any adjustments to the designated area(s) of responsibility shall be done on an annual basis on the anniversary date of the signing of this agreement. Adjustments due to major staffing requirement changes in designated groups of operations and responsibilities, may take place outside of the normal**

\_\_\_\_\_  
agree to do so.

Each Committeeperson shall represent the employees assigned to a designated group of operations and responsibilities on a shift (if applicable), and shall be selected from among the active employees assigned to those operations.

In addition to the above, the Union will identify the Joint Health and Safety Committee (JHSC) Worker Member(s) who shall function in accordance with the provisions of Paragraph 49 of this agreement.

Each of these Committeepersons will function on a full time basis Monday through Friday on a schedule consistent with the majority of the employees in the group they represent. The Chairperson, Skilled Trades, Benefits, Employee Assistance/Substance Abuse/ Placement and Production Standards Committee- persons shall be assigned to straight day shift.

The Chairperson will assist the Committeepersons, employees and CAMI Management in the overall administration of the agreement, addressing issues of a broader scope than those associated with the role of the Committeepersons, and working with senior CAMI Management in the identification and resolution of issues and concerns.

The Zone Committeepersons' responsibilities shall include assisting the employees and supervision **in** the informal and formal problem solving process, representing employees in disciplinary interviews, assisting the Human Committeeperson in the investigation and resolution of harassment and discrimination complaints, assisting in the identification and resolution of employee issues and concerns and promoting a positive work environment and harmonious industrial relations.

The Benefits Committeeperson shall be a resource to the other Committeepersons, the employees and CAMI Management in the investigation and resolution of employee concerns surrounding WCB claims, UIC issues, and other matters associated with the application of the CAMI benefits programs including those defined by Paragraph 38 of the Labour Agreement.

The Employee Assistance/Substance Abuse/Placement Committeeperson shall be a resource to the other Committeepersons, the employees and CAMI Management in matters of **EAP** substance abuse, employee counselling and placement.

The Production Standards Committeeperson shall be a resource to the other Committee-persons, the employees and CAMI Management in matters related to Production Standards and the Time Standards Dispute Mechanism.

The Human Rights

person shall be a resource to the other Committeepersons, the employee and CAMI Management in matters related to human rights and employment equity.

The Skilled Trades Committeeperson's responsibilities shall include all of the responsibilities of a Zone Committeeperson as it concerns the skilled trades group.

The Chairperson, in addition to the Zone Committeepersons and the Skilled Trades Committeeperson, shall constitute the Union Committee. The Union shall notify CAMI in writing from time to time of the names of the Committeepersons, and the Chairperson of the committee, the effective dates of their appointment and the names of any of the former Committeepersons whom they are replacing or discontinuing.

The Union shall have the right to identify alternates. Alternates for Zone Committeepersons shall be selected from the same zone and shift (if applicable). In the event of any absence of the Chairperson from the plant, an acting Chairperson will be identified ~~from~~ among the Committeepersons on day shift at that time and the appropriate alternate activated (where necessary). In the event of an absence from the plant by a Committeeperson, every effort will be made to activate the appropriate alternate. It is recognized that the ability to activate is strongly dependant on the amount of notice provided by the Union and staffing requirements at the time.

The Union agrees to provide the maximum possible notice in requesting the activation of alternates and to consider the availability of alternates when identifying the acting Chairperson.



Full time Union representatives shall not be moved from their zones **so** long as employees remain assigned to the designated group of operations on the shift the individual represents.

## **(b) REPRESENTATION ON OVERTIME**

This section defines the overtime rights of the Union Chairperson and Committeepersons. Overtime as provided in this section shall be the only overtime to which the Chairperson or Committeeperson has a right. Alternates, when acting in the capacity of the Committeeperson, shall assume the overtime rights of the appropriate Committeeperson as described below. During such periods, these individuals shall be responsible for the normal range **of** duties assigned to the position.

(1) During periods of mandatory overtime:

- (i) when the majority of employees on the day shift have been scheduled to work, the Chairperson, Skilled Trades Committeeperson, Benefits Committeeperson, Employee Assistance/Substance Abuse/Placement Committeeperson and the Production Standards Committee-person shall also be notified by supervision and required to work.
- (ii) when the majority of employees in a zone have been scheduled to work, the appropriate Zone Committeeperson shall also be notified by supervision and required to work.

~~1~~ (2) During periods of voluntary overtime:

- (i) on Saturdays and Sundays, when more than fifty (50) employees are working, the

Chairperson shall be offered the opportunity to work overtime. **In** instances in which the Chairperson declines the opportunity, the opportunity shall be provided to one of the Zone Committeepersons.

- (ii) on Saturdays, Sundays and paid holidays, when thirty (30) or more skilled trades journeypersons **and/or** apprentices are working, the Skilled Trade Committeeperson shall be offered the opportunity to work.
- (iii) when fifty (50) or more employees are working in a zone, the Zone Committeeperson shall be offered the opportunity to work overtime.

## **10. SENIORITY**

The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with CAMI.

All employees' names shall appear on a seniority list as of their date of hire, which list will be revised every month and posted on the plant notice board. There will be a separate list for each skilled trade (Electrician, Millwright, Tool and Die Maker, Mechanic, Pipefitter, StationaryEngineer) stating team members in the trade and their specific seniority date for the trade. A copy of such lists will be given to the Chairperson of the Committee. A chronological numbering column will be part of the list. This number column for the most senior person will start at number one and add one for each seniority employee down the list to the most junior.

Employees will be regarded as probationary employees for the first sixty (60) working days of their employment, within a six (6) month period and shall have no seniority standing until the completion of sixty (60) working days. During this period,

CAMI will be the sole judge of their ability and suitability for employment, and termination will be at CAMI's discretion. Upon completion of the probationary period, seniority will start from the first date of hiring, and the employee's name will appear on the seniority list in order of the respective date of hire.

## **11. LOSS OF SENIORITY**

Seniority rights shall be lost and employment terminated for any of the following reasons:

- (a) if the employee quits
- (b) if the employee is discharged. Seniority will be reinstated if the discharge is found not to be for just cause through the grievance procedure;
- (c) if an employee fails to give notice for an absence of three (3) consecutive working days. Notification of loss of seniority will be provided to the employee by registered mail. The employee will be reinstated if a valid reason for failure to give notice is provided within three (3) working days of delivery or attempted delivery of the notification;
- (d) if an employee fails to report to work within five (5) working days when properly notified by CAMI;
- (e) if an employee is not at work for a period of time equal to their seniority, or thirty-six (36) months, whichever is greater. While an employee is temporarily totally disabled because of occupational injury or disease, as determined under the Workers' Compensation Act, seniority rights will not be lost;
- (f) if an employee overstays a leave of absence for more than five (5) days without notification and a valid reason.

(g) if the employee retires under the provisions of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers: including employees who have not retired under the Plan but are required to retire under the Plan either:

on the date of the employee's sixtv-fifth (65th) birthday if the employee's birthday is the first day of the month: or

on the first day of the month following the month in which such employee's sixtv-fifth (65th) birthday is reached.

Copies of seniority lists will be given to the Chairperson once each month along with a notice and names of employees who lose seniority rights.

## **12. LAYOFFS AND RECALLS**

When openings occur or transfers are required in the course of layoff from or recall to the plant, the provisions of Paragraph 22 will not apply. CAMI's objective in situations of layoff is to effect a "pure" seniority layoff as quickly as practical.

Unless otherwise agreed between CAMI and the Union, the following procedure shall apply in situations of layoff and recall:

(a) Notice of Layoff

**In** the event of layoffs which are unforeseen and/or expected by Management to last for thirty (30) calendar days or less, CAMI will give **as** much notice of such layoff **as** practical to employees and the Union.

**In** the event of layoffs which are foreseen and expected by Management to last for thirty (30) calendar days or more, CAMI will give seven (7) calendar days' notice to employees and the Union of such layoff.

- (b) Plant-Wide Layoff (expected to last thirty (30) calendar days or less)
- (i) within the team • on the first (1st) working day of layoff
  - (ii) within the section • by the fourth (4th) working day of the layoff;
  - (iii) within the plant - by the fifteenth (15th) working day of the layoff.

Employees will be returned and recalled to the team from which they were laid off or displaced in order of their seniority as among those on the same team.

- (c) Partial Plant Layoff (one (1) product line down expected to last thirty (30) calendar days or less)
- (i) within the team - on the first (1st) working day of layoff;
  - (ii) within the product line - by the fourth (4th) working day of layoff;
  - (iii) within the section • by the eleventh (11th) working day of the layoff;
  - (iv) within the plant - by the twenty-first (21st) working day of the layoff.

Employees will be returned and recalled to the team from which they were laid off or displaced in order of their seniority as among those on the same team.

- (d) Partial Plant Layoff (number of individuals for an indefinite period expected by Management to last thirty (30) calendar days or more)
- (i) within the plant - by the eleventh (11th) working day of the layoff.

Employees will be recalled to work in seniority order to the vacancy. For the purposes of this paragraph 12 (d), the filling of vacancies created by attrition will not be regarded as increases to the workforce.

- (e) Notwithstanding the above, when operations are shut down for purposes of model change or major rearrangement, employees will be laid off and recalled to work by team, as production needs dictate.
- (f) Notwithstanding the provisions of this Paragraph 12, CAMI will not be required to assign any employee to a team unless the employee is capable of performing the normal requirements of the work performed by the team. If the employee is incapable, he/she will be assessed by the Health Centre.
- (g) Skilled Trades  
  
The above principles of layoff and recall will apply to the Skilled Trades by seniority by trade.
- h) CAMI will respect the Provincial Employment Standards Act.

### **13. TEMPORARY EMPLOYEE**

CAMI may hire temporary or seasonal workers to cover vacation relief for specified periods not to exceed four (4) months.

Temporary part-time workers may be employed to cover fluctuations due to absenteeism, overtime work where regular employees are not available or for other purposes mutually determined by CAMI and the Union. Prior to the implementation of a part-time worker program, CAMI and the Union shall discuss and mutually agree on the associated implications and particulars.

Temporary employees hired in conjunction with this Paragraph (13) will not acquire seniority.

## **14. INCAPACITATED EMPLOYEE**

**An** employee who has been incapacitated as a result of injury or disease may be employed in other work in the plant without regard to the seniority provisions of this agreement, subject to their seniority being applicable to **a** layoff.

CAMI and the Union agree that, where practical, reassignment for the purposes of accommodating medical restrictions and facilitating rehabilitation should be identified within the employee's team and section prior to transfer to another section. **In** those instances where reassignment/transfer is required, it shall be undertaken with the intent of returning the rehabilitated employee to their assigned team.

CAMI and the Union agree that in those instances in which an employee is permanently reassigned within the section or permanently transferred to a team in another section as a result of inability to perform the work previously assigned, or due to an unacceptably high risk of re-injury, such employee shall not be reassigned so as to displace an employee **on** the team with higher seniority, unless otherwise agreed to by the parties.

## **15. ATTENDANCE AT WORK**

Each employee is expected to contribute to CAMI's success by being at work, **on** time, every day.

**In** order to ensure orderly operations, and the least inconvenience to employees at work, employees will be required to request any leave of absence in advance. In the case of an unavoidable absence for reasons that could not have been anticipated, employees will be expected to report by telephone prior to the start of their work shift when possible. When circumstances prevent an employee from providing such notice prior to the start of their shift, it shall be their responsibility to do so as soon thereafter as possible.

The Union agrees that they have a role to play in communicating the importance of attendance to CAMI employees. CAMI and the Union recognize the need to work together in a spirit of cooperation and mutual trust to achieve the goal of excellent attendance for every employee.

## **16. NEW EMPLOYEE ORIENTATION**

The Union will participate with CAMI in new employee orientation including a discussion of the employee's responsibility and rights under this Agreement and the Constitution of the Union.

Because of the importance of the team concept, quality and job assignments, these will be explained during orientation to the employees who will be asked to accept these principles.

## **17. TRAINING**

Extensive employee training programs will be undertaken before and after the start of operations by CAMI. Employees would be expected to participate and effectively complete such training programs.

This training could involve participation by employees both in Canada and elsewhere. Training will include familiarization with Suzuki's plant operational practices.

Training programs would be conducted by personnel from a number of sources including the salaried staff, personnel from Suzuki, equipment and material suppliers, academic institutions and other sources as required. Training personnel may perform work under conditions such as:

- (a) Employee training and guidance
- (b) equipment debugging and process improvements
- (c) to facilitate model change programs, and



(d) to assist when production difficulties are encountered. 2

Those performing such work will not displace any regular employees.

## **18. TECHNOLOGICAL CHANGE**

The long term job security of employees and the viability of CAMI are contingent upon constant improvement through employee innovation, introduction of new technology, better tools, methods, processes and equipment as well as a cooperative attitude on the part of all the parties.

In view of CAMI's interest in affording maximum opportunity for employees to progress with advancing technology, and to provide for long term job security, CAMI shall make available short-range, specialized training programs for those employees who have the qualifications to perform the new or changed work, where such programs are reasonable and practicable. Therefore, in the event the work performed by employees covered by this Agreement is altered as the result of technological changes so that additional short-range training may be required, CAMI is willing to train such employees where practicable to enable them to perform such work.

CAMI agrees to provide advance notice to the Union Committee of technological change, with full discussions on the impact and effect of the change. CAMI also agrees to discuss training for and implementation of the technological change.

## **19. TRAINING OF PRODUCTION ASSOCIATES**

Training of production associates will be provided so that they may have a complete understanding of their assigned machines and/or equipment in order to enhance the employees' ability to work safely, to inspect their machines on a daily basis, perform minor repairs and lubrication, and advise supervision of difficulties.

## 20. WORK BY SUPERVISORS

It is recognized that it is appropriate for supervisors and other excluded employees to perform the work of 'represented employees only in the following circumstances:

- to provide instruction, training, and guidance to a member of the bargaining unit;
- to **perform** work of an experimental nature including the investigation and improvement of the production process and equipment functioning;
- to assist during a new model launch or changeover;
- **to** assist in unexpected circumstances where immediate action **is** required to avoid an interruption of work.

Persons excluded from the bargaining unit will not, however, displace any represented employees.

## 21. HOUSEKEEPING

Employees will be required to maintain their work stations in a clean and safe condition.

Suitable apparel contributes to both the safety and efficiency of operations in the plant. CAMI will provide each employee with uniforms **as** required (in accordance with the CAMI **Uniform** policy) and all employees will wear these uniforms while at work.

## 22. WORK ORGANIZATION

The following system enables CAMI to maintain flexible job assignments, team work, and a **multi-job** worker principle, and to constantly improve employee **skills**, **so** that employment can remain stable and appropriate technological change can be incorporated in the production systems.

(a) **WORK ORGANIZATION**

Production activities within the plant will be organized into the following sections:

Stamping

Welding

Paint

\*Assembly (~~Truck~~)

\*Assembly (Car)

Quality Control

Material Handling

\*Assembly shall continue to remain as one (1) section for Maintenance Associates.

Individual employees will be assigned to work teams within each section, based on CAMI personnel requirements taking into consideration the experience, skill and preference of the employees. Within each section, production operations will be allocated among work teams. In the interest of developing skill and maintaining flexibility for efficiency, as proficiency is demonstrated employees will be trained as multi-job workers and regularly rotated through all operations assigned to their team and as required to other teams in their section.

Further, employees may be temporarily transferred to a work team other than their assigned team to assist production needs in case of contingencies.

Moves between sections for less than thirty (30) working days shall be regarded as temporary, and not subject to the remaining provisions of this paragraph.

Employees not at work on their teams for periods in excess of

six (6) months, not including periods of jury duty, maternity and/or parental leave, shall be returned to a team within their previous section at CAMI's discretion.

**(b) TEAM PREFERENCE - EMPLOYEE INITIATED REASSIGNMENTS**

The process described in this part (b) shall not apply in situations described in parts (c)(1)(2) and (d).

During line speed changes, hiring campaigns and/or model changes, which result in the addition of fifteen (15) or more employees to the Assembly Car or the Assembly Truck sections, the process described below in Darts (1) and (2) shall be amended for Production Associates to reflect a maximum number of moves originating from the primary opening to one departmental posting and one plant wide posting. All additional openings created by honoring an employee request (posting) may be filled at the discretion of CAMI.

For the purpose of (b) (1) and (2) "active at work" shall be defined as being at work, performing work for CAMI, for which \_\_\_\_\_ re paid \_\_\_\_\_ ll incl \_\_\_\_\_ i d f contractual vacation, bereavement, jury duty and Union leaves of a \_\_\_\_\_ (1) week in duration.

Th \_\_\_\_\_ applying for the posting at the time of the posting in addition to meeting the eligibility requirements as specified in (b)(1) and (b)(2), as applicable, in order for the applicant to be considered as "successful".

CAMI and the Union agree that a controlled amount of job to job movement within CAMI's plant is intended and desirable.

# PRODUCTION ASSOCIATES

## (1) POSTING WITHIN THE SECTION

CAMI will identify primary openings. In all instances a primary opening will be posted within the section only.

The primary opening will be posted on the CAMI designated posting board specific to the section. The posting will identify the team, shift and base rate if applicable. Employees with twelve (12) months of seniority or more and who are actively at work may apply to posted openings on teams within their section. Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours (not including weekends, paid holidays or days which are part of the annual shutdown).

27  
22  
1  
The senior eligible applicant of the posting within the section will be selected from among those having the abilities to perform the work to be done, at the time of the posting.

A secondary opening is created by filling the primary opening through honouring a posting within the section. In all instances a secondary opening will be posted within the section only.

The secondary opening will be posted on the CAMI designated posting board specific to the section. The posting will identify the team, shift and base rate if applicable. Employees with twelve (12) months of seniority or more and who are actively at work may apply to posted openings on teams within their section. Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each

posting will be closed in forty-eight (48) hours (not in - en r ca ich e Part of the annual shutdown).

The senior eligible applicant of the posting within the section will be selected from among those having the abilities to perform the work to be done. at the time of the posting.

## (2) PLANTWIDE POSTINGS

In those instances in which

- (i) no eligible applicant is identified through the posting process within the section; or
- (ii) a **third** opening is created by filling the **secondary** opening through honouring a posting within the section, **the Supplemental Group shall be reviewed for empl**  
**there be employees in the Supplemental Group with rights of recall to the section. they shall be canvassed by high seniority volunteer and low seniority force to fill such opening(s), subject to the guidelines as specified in Letter 23 - Production Support Group. Should there be no employees in the Supplemental Group with rights of recall,** the opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the team, shift, section **and** base rate if applicable. Employees **with twelve (12) months of seniority or more and who are actively at work** in the plant may apply to posted openings **on** teams throughout the plant. Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight **(48)** hours.

The senior eligible applicant of the plant wide posting will be selected from among those having the abilities

to perform the work to be done, at the time of the posting.

All additional openings created by honouring an employee request (posting) may be filled at the discretion of CAMI.

An employee, reassigned under the posting system, would not be eligible to apply for another posted opening for twelve (12) months from the date of the reassignment. In the event that an employee is reassigned under Paragraph 22(c) they shall be deemed as eligible to make application under the provisions of Paragraph 22(b), should they so choose.

A reassigned employee will assume his/her new duties promptly. However, it is recognized that related Considerations such as training requirements and staffing availability may impact the effective date in certain cases. Except where the parties agree to the contrary, an employee will assume his/her new duties no later than thirty (30) working days after the date of reassignment.

## **MAINTENANCE ASSOCIATES**

### **(1) POSTING WITHIN THE SECTION**

CAMI will identify primary openings. In all instances a primary opening will be posted within the section only.

The primary opening will be posted on the CAMI designated posting board specific to the section. The posting will identify the team, shift, base rate and trade if applicable. Employees with twelve (12) months of seniority or more and who are actively at work may apply to posted openings on teams within their section.

Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours (not including weekends, paid holidays or days which are part of the annual shutdown).

The senior eligible applicant will be selected from among those having the abilities to perform the work to be done, at the time of the posting.

## (2) PLANT WIDE POSTINGS

In those instances in which

- (i) no eligible applicant is identified through the posting process within the section; or
- (ii) secondary opening is created by filling the primary opening through honouring a posting within the section, the opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the team, shift, section, base rate and trade if applicable. Employees with twelve (12) months of seniority or more and who are actively at work in the plant may apply to posted openings on teams throughout the plant. Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

The senior eligible applicant of the plant wide posting will be selected **from** among those having the abilities to perform the work to be done, at the time of the posting.



A third opening is created by filling the secondary opening through honouring a plant wide posting. In all instances a third opening will be posted throughout the plant.

The opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the team, Shift, section, base rate and trade if applicable. Employees with twelve (12) months of seniority or more and who are actively at work in the plant may apply to posted openings on teams throughout the plant. Team Leader positions will not be posted. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

The senior eligible applicant of the plant wide posting will be selected from among those having the abilities to perform the work to be done, at the time of the posting.

All additional openings created by honouring an employee request (posting) may be filled at the discretion of CAML.

An employee, reassigned under the posting system, would not be eligible to apply for another posted opening for twelve (12) months from the date of the reassignment. In the event that an employee is reassigned under Paragraph 22(c) they shall be deemed as eligible to make application under the provisions of Paragraph 22(b), should they so choose.

A reassigned employee will assume his/her new duties promptly. However, it is

cognized that related considerations such as training requirements and staffing availability may impact the effective date in certain cases. Except where the parties agree to the contrary, an employee will assume his/her new duties no later than thirty (30) working days after the date of reassignment.

(c) **WORKFORCE ADJUSTMENTS**

The following parts (1) and (2) are intended to apply only in those situations of reduction in the size of teams and/or sections other than layoff or recall as defined in Paragraph 12 of this agreement.

(1) **ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES ON A TEAM**

Should it become necessary to require employees to be reassigned for the purpose of reducing the number of employees on a team, those employees with the lowest seniority on the combination of both the "A" and "B" shift teams will be reassigned.

Should it become necessary after such a reduction to require an employee to be reassigned to the opposite shift to achieve the required numbers of employees on the teams on the two shifts, the employee with the lowest seniority will be reassigned.

(2) **ADJUSTMENTS FOR THE PURPOSES OF REDUCING THE NUMBER OF EMPLOYEES IN A SECTION**

Should it be necessary to reduce the workforce in a section, employees will be transferred beginning with the employee having the least seniority.

## **(d) TRANSFER OF OPERATIONS**

Except in those instances in which CAMI and the Union mutually agree, when a transfer of operations between sections results in a change in required staffing in the affected sections, personnel adjustments will be accomplished:

- (1) by transferring the entire team with the work, when the operations of an entire team is transferred, or
- (2) by first transferring the high seniority volunteers from the affected team and secondly requiring the transfers of low seniority members of the affected team, when less than the operation content of an entire team is transferred.

Except in those instances in which CAMI and the Union mutually agree, when a transfer of operations within the section results in an increase in the required staffing on the team(s) so affected by the addition of the operation(s) and a equivalent decrease in the required staffing on the team(s) so affected by the removal of the operation(s), personnel adjustments will be accomplished:

- (1) by first transferring the high seniority volunteers from the team, on a shift so affected by the removal of the operation(s),
- (2) then by transferring the low seniority members of the team on a shift so affected by the removal of the work when there are no volunteers as per (1) above.

## **(e) TEMPORARY JOB STATIONS**

It is recognized that temporary job stations resulting in the addition of headcount to the team are occasionally established to allow continuous flow of the operations and alleviate bottlenecks. In the event that a temporary job station is still in

existence after three (3) months, it will be posted as per the provisions of Paragraph 22(b). It is understood that this is not intended to apply to situations wherein employees are not at work on their teams as specified in Paragraph 22(a) or to temporary job placement due to medical restrictions.

## **23. SKILLED TRADES**

- (a)
  - 1. Electrician
  - 2. Millwright
  - 3. Tool and Die Maker
  - 4. Mechanic
  - 5. Pipefitter
  - 6. Stationary Engineer

- (b) **JOURNEYPERSON**

Journeypersons shall require a full scope of knowledge of all requirements of the trade to which assigned and will be expected to work on a team with other skilled tradespersons, to provide assistance and/or direction and training as necessary to other members of the team to most efficiently complete job assignments.

To be hired as a journeyperson, a person must have worked in the trade for at least eight (8) years or completed a satisfactory apprentice program in the trade. A CAW journeyperson card shall be considered as proof of these requirements. Copies of any documents presented pursuant to meeting these requirements shall be provided to the Skilled Trades Committee person upon request at the time of hiring.

- (c) **APPRENTICE**

A work related and supplemental classroom instruction

training program of approximately four (4) years in length will be developed jointly, by the Company and the Union Committee, for each skilled trade. While in training, apprentice employees will be expected to perform the full scope of tasks associated with their trade.

## 24. EQUIPMENT AND TOOLS

CAMI agrees to supply all necessary tools and equipment at no cost to Production and Maintenance employees to ensure proper job performance. The Union agrees to encourage the employees to be responsible in their use of CAMI tools and equipment.

## 25. COMPENSATION

The Base Wage Rates, Hiring Base Rates and rate progression through grow-in, developed through procedures set forth in Appendix F, are as follows:

	<b>EFFECTIVE DATE</b>		
	<u>9-18-95</u>	<u>9-16-96</u>	<u>9-15-97</u>
Production Associate <i>BL</i>	<u>21.59</u> ✓	<u>21.91</u>	<u>22.12</u> ✓
Production Team Leader	<u>22.59</u>	<u>22.91</u>	<u>23.12</u>
Maintenance Associates	<u>25.46</u>	<u>25.93</u>	<u>26.28</u>
<u>Maintenance Team Leader</u>	<u>25.96</u>	<u>26.43</u>	<u>26.78</u>
<u>Shift Engineers-Team Leader</u>	<u>25.96</u>	<u>26.43</u>	<u>26.78</u>
<u>Shift Operator 2nd Class</u>	<u>25.46</u>	<u>25.93</u>	<u>26.28</u>
<u>Shift Operators 3rd Class</u>	<u>24.70</u>	<u>25.15</u>	<u>25.49</u>

From the effective date of this agreement through September 20, 1998 length of seniority qualifying employees for rate

progression shall be:

Employees with:

**Less than six (6) months seniority 85%** of Full Base Rate

**Six (6) but less than  
twelve (12) months seniority 90%** of Full Base Rate

**Twelve (12) but less than  
eighteen (18) months seniority 95%** of Full Base Rate

The calculation of the **wage progression** rates above as it relates to **COLA fold-in** will be in accordance with the provisions of **Appendix F.5.**

When new jobs are placed in production during the term of this agreement, **CAMI** will place the work into an existing rate. The Chairperson of the committee will be advised in writing and, should there be a challenge to the decision, the issue may be the subject of a grievance by the union.

## **26. SHIFT PREMIUM**

Shift assignment will be made on a rotation basis in principle to balance quality, efficiency of production among shifts, and to maintain equitable treatment among employees.

Employees shall receive a premium of **5%**, applied to base rate, COLA and overtime premium earnings, for all hours worked on shifts beginning at or after 11:00 a.m. and before 7:00 p.m.

Employees shall receive a premium of **10%**, applied to base rate, COLA and overtime premium earnings, for all hours worked on shifts beginning at or after 7:00 p.m. and at or before 4:45 a.m.

Employees shall receive a premium of **10%**, applied to base rate, COLA and overtime premium earnings, for all hours

worked before 7:00 a.m. on shifts beginning after 4:45 a.m. and before 6:00 a.m.

The term "applicable shift premium" when used in this agreement in describing the appropriate premium to be paid for hours not worked, shall mean shift premium calculated on the hours to be paid using the shift premium percentage that would have been applied to straight time hours had the employee worked on the date for which the hours are paid.

## **27. PREMIUM PAY FOR TEAM LEADERS**

Each employee temporarily assigned to Team Leader duties for one full shift or more, will receive premium pay of fifty cents (\$0.50) per hour in addition to their regular base pay, in recognition of the extra responsibility for organizing, planning, training and coordinating team members and team activities. This premium will be considered part of the straight time rate for overtime calculation. Promotion of Production Associates to Team Leaders is provided for in Part 7 of Appendix F.

## **28. REPORTING-IN PAY**

Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report, will receive a minimum of four (4) hours pay at the applicable hourly rate + COLA + applicable shift premium, except for conditions beyond the control of CAMI.

## **29. EMERGENCY CALL-BACK PAY**

Any employee called back to work after completion of their regular shift shall receive in such instances a minimum of four (4) hours pay at the applicable hourly rate + COLA + applicable shift premium.

## **30. OVERTIME PAY**

- (a) Overtime pay applicable to those employees assigned

to non-continuous operations will be subject to the provisions of Paragraphs 30(b) and 30(c).

- (b) For purposes of this Paragraph 30 (b), an employee's day shall be the twenty-four (**24**) consecutive hours beginning at the earlier of: the employee's regular shift starting time on a calendar day; or, the time the employee starts work for that shift.

Employees who have worked eight (8) hours at their straight time rate on their day which begins on Monday through Friday shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for any additional time worked during their day. **This** provision will not apply when the second shift is advanced on Fridays in a week when day shift overtime has necessitated a delayed second ~~shift~~ start on Thursday, or to situations in which an employee's shift hours have been changed at the employee's request. Application of this provision to other situations may be waived by agreement between **CAMI** and the Union.

Employees shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for all hours of shifts beginning on Saturday.

No premium will be paid under this Paragraph 30(b) if a premium is payable for the same hours under Paragraph 30(c).

- (c) Employees shall receive a premium equal to their straight time rate (including Cost-of-Living Allowance) for all hours of shifts beginning on Sunday or Paid Holidays as defined in this Agreement.
- (d) Overtime pay applicable to those employees assigned to continuous operations will be subject to the provisions of this section 30 (d).



Employees shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for all hours worked beyond eight on any of the first five (5) shifts an employee works in any calendar week, and for all hours worked on the sixth shift the employee works in any calendar week. No premium will be paid under this paragraph if a premium is payable for the same hours under the following paragraph.

Employees shall receive a premium equal to their straight time rate (including Cost-of-Living Allowance) for all hours worked on the seventh shift the employee works in any calendar week, and on shifts which begin on Paid Holidays as defined in this Agreement.

- (e) Overtime pay applicable to those employees assigned to night shift operations with a 11:00 p.m. start will be subject to the provisions of this section 30 (e).

For purposes of this Paragraph an employee's day shall be the twenty-four (24) consecutive hours beginning at the earlier of: the employee's regular shift starting time on a calendar day; or, the time the employee starts work for that shift.

Employees who have worked eight (8) hours at their straight time rate on their day which begins on Monday through Thursday shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for any additional time worked during their day. This provision will not apply to situations in which an employee's shift hours have been changed at the employee's request.

Employees shall receive a premium equal to their straight time rate (including Cost of Living Allowance) for one (1) hour for shifts beginning at 11:00 p.m. on Sunday or paid Holidays as provided for in this Agreement. For hours worked past 12:00 midnight, employees shall be

paid at their straight time rate subject to the provisions of the twenty-four (24) hour clock. In the event that the paid Holiday is a Friday, for hours worked past 12:00 midnight, employees shall receive a premium equal to one-half their straight time rate (including Cost of Living Allowance) for all hours worked.

Employees shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for all hours of shifts beginning on Friday and Saturday, except as specified as above.

Employees shall receive a premium equal to their straight time rate (including Cost of Living Allowance) for all hours of shifts beginning prior to 11:00pm on Sunday or Paid Holidays as defined in this Agreement.

## **31. HOLIDAY PAY**

### **a) DESIGNATED HOLIDAYS**

The following days shall be Paid Holidays for all purposes under this Agreement:

- Good Friday
- Easter Monday
- Friday Preceding Victoria Day
- Victoria Day
- Canada Day
- Friday Preceding Labour Day
- Labour Day
- Friday Preceding Thanksgiving Day
- Thanksgiving Day

and additional days in the Christmas-New Year period, the number and dates in any year to be dependant upon the day of the week on which Christmas Day falls, in accordance with the following chart:

When Christmas

Day Falls On	Resulting Holidays	
Sunday	Dec. 26,27,28,29,30	Jan. 2
Monday	Dec. 25,26,27,28,29	Jan. 1
Tuesday	Dec. 24,25,26,27,28,31	Jan. 1
Wednesday	Dec. 23,24,25,26,27,30,31	Jan. 1
Thursday	Dec. 24,25,26,29,30,31	Jan.1,2
Friday	Dec. 24,25,28,29,30,31	Jan. 1
Saturday	Dec. 24,27,28,29,30,31	

**b) PAID HOLIDAY SCHEDULE**

<u>Friday, October 6, 1995</u>	<u>Friday preceding Thanksgiving</u>
<u>Monday, October 9, 1995</u>	<u>Thanksgiving</u>
<u>Monday, December 25, 1995</u>	<u>Christmas-New Year Period</u>
<u>Tuesday, December 26, 1995</u>	
<u>Wednesday, December 27, 1995</u>	
<u>Thursday, December 28, 1995</u>	
<u>Friday, December 29, 1995</u>	
<u>Friday, April 5, 1996</u>	<u>Good Friday</u>
<u>Monday, April 8, 1996</u>	<u>Easter Monday</u>
<u>Friday, May 17, 1996</u>	<u>Friday preceding Victoria Day</u>
<u>Monday, May 20, 1996</u>	<u>Victoria Day</u>
<u>Monday, July 1, 1996</u>	<u>Canada Day</u>
<u>Friday, August 30, 1996</u>	<u>Friday preceding Labour Day</u>
<u>Monday, September 2, 1996</u>	<u>Labour Day</u>

**2nd Year - 96/97(17 days)**

<u>Friday, October 11, 1996</u> <u>Monday, October 14, 1996</u>	<u>Friday preceding Thanksgiving</u> <u>Thanksgiving</u>
<u>Monday, December 23, 1996</u>	<u>Christmas-New Year Period</u>
<u>Wednesday, December 25, 1996</u>	
<u>Thursday, December 26, 1996</u>	
<u>Friday, December 27, 1996</u>	
<u>Monday, December 30, 1996</u> <u>r 31 9</u>	
<u>Wednesday, January 1, 1997</u>	
<u>Friday, March 28, 1997</u> <u>Monday, March 31, 1997</u>	<u>Good Friday</u> <u>Easter Monday</u>
<u>Friday, May 16, 1997</u> <u>Monday, May 19, 1997</u>	<u>Friday preceding Victoria Day</u> <u>Victoria Day</u>
<u>Monday, June 30, 1997</u>	<u>Canada Day</u>
<u>Friday, August 29, 1997</u> <u>Monday, September 1, 1997</u>	<u>Friday preceding Labour Day</u> <u>Labour Day</u>

### **3rd Year - 97/98 (17 days)**

<u>Friday, October 10, 1997</u>	<u>Friday preceding Thanksgiving</u>
<u>Monday, October 13, 1997</u>	<u>Thanksgiving</u>
<u>Wednesday, December 24, 1997</u>	<u>Christmas-New Year Period</u>
<u>Thursday, December 25, 1997</u>	
<u>Friday, December 26, 1997</u>	
<u>Monday, December 29, 1997</u>	
<u>Tuesday, December 30, 1997</u>	
<u>Wednesday, December 31, 1997</u>	
<u>Thursday, January 1, 1998</u>	
<u>Friday, January 2, 1998</u>	
<u>Friday, April 10, 1998</u>	<u>Good Friday</u>
<u>Monday, April 13, 1998</u>	<u>Easter Monday</u>
<u>Friday, May 15, 1998</u>	<u>Friday preceding Victoria Day</u>
<u>Monday, May 18, 1998</u>	<u>Victoria Day</u>
<u>Friday, July 3, 1998</u>	<u>Canada Day</u>
<u>Friday, September 4, 1998</u>	<u>Friday preceding Labour Day</u>
<u>Monday, September 7, 1998</u>	<u>Labour Day</u>

**c) ELIGIBILITY**

Employees who have attained seniority on or before the qualifier immediately preceding a Paid Holiday, and who meet the qualifiers specified below shall be paid Holiday Pay at the employee's straight time rate (Base Wage Rate plus Cost-of-Living Allowance applicable as of the date of the Holiday).

**d) QUALIFIERS**

- (i) Employees shall receive eight (8) hours pay for such Paid Holiday providing they work both the regular scheduled work day immediately **preceding** and the regular scheduled workday immediately following such Paid Holiday, and on such days employees must work **as many** hours **as** they are scheduled to work, less two (2).
- (ii) Employees who fail to **qualify** for Holiday Pay under (i) above, **shall** receive eight (8) hours pay for **such** Paid Holiday providing they work their last scheduled work day preceding and their first scheduled work day, following such Paid Holiday, and on such days employees must work **as many** hours **as** they **are** scheduled to work, less two (2); and have **earned wages on** at least twelve (12) of the last twenty-eight (28) calendar days immediately preceding the Paid Holiday.

The provision outlined in part (ii) herein will apply in those **instances** in which the employee is absent **for** any of the following approved **reasons**.

- Vacation
- Jury Duty
- Bereavement
- Suspension
- Layoff
- Maternity and/or Parental Leave
- Union Leave
- Educational Leave
- Personal Leave
- Leave Associated with Appointment to Government or Community Agencies
- Leave Granted for Incarceration Arising From the Operation or Use of a Motor Vehicle
- Pre-scheduled Medical Leave

- (iii) Employees who agree to work on a Holiday and who without reasonable cause, fail to report for and perform

such work, shall be disqualified for Holiday Pay for that day.

e) **CHRISTMAS-NEW YEAR PERIOD**

Employees who fail to qualify under (d)(i) or (ii) above for Holiday Pay for the Christmas-New Year Holiday period only by reason of failure to work one (1) of their two (2) qualifying work days, shall be paid eight (8) hours Holiday Pay for all but two (2) of the Paid Holidays during the Christmas-New Year Holiday Period.

Such failure to work one (1) of the two (2) qualifying work days, where extenuating circumstances prevail, will be reviewed in a positive manner.

Employees whose Jury Duty, Maternity and/or Parental leaves or Disability leaves for which Sickness and Accident or Workers' Compensation benefits were payable, terminate during the Christmas-New Year Holiday period, and who report for work on the regular scheduled work day immediately following the Christmas-New Year Holiday period, will be eligible for Holiday Pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the said period.

f) **PAYMENTS FROM OTHER SOURCES**

In the event an employee qualifies for Holiday Pay under part (d) or (e) above, but receives payments for the day of a holiday ~~from~~ other sources because of employment with CAMI, Holiday Pay for such holiday will be reduced by the amount of such monies.

g) **MODIFIED HOURS PROGRAM**

Notwithstanding part (d) above, for employees on a CAMI approved modified hours program, the hours

an employee is required to work on qualifying days in order to qualify for Holiday Pay, shall be their established hours for the day in question.

Such employees who **so** qualify shall receive Holiday pay calculated only **on** the basis of the number of CAMI-paid daily hours the employee is scheduled to work during the week in which the Holiday falls.

## **32. VACATION WITH PAY**

All employees will be encouraged to take their full vacation entitlement during the calendar year. CAMI is committed to scheduling a minimum **two** (2) week plant shut-down during the months of July and/or August. Purine the Summer Vacation Shutdown the shift rotation schedule will be suspended for the scheduled shutdown period. CAMI will advise by January **15** the tentative shutdown dates, confirmed on or before March **14** of the calendar year.

Employees may be required to schedule all or part of their vacation to coincide with such shut-down. Any entitlement not coinciding with shutdown or with the provisions of subsection 1, listed below will be scheduled at the mutual convenience of the employee and CAMI in four **(4)** hour **blocks**, single days or full weeks, dependent upon the amount of notice provided and the staffing requirements during the requested time.

The vacation year shall be July 1 through June **30**. **An** employee's entitlement to vacation with pay in any vacation year will be dependent upon length of service as of July 1 of that year and the number of hours which have been paid to each employee in the preceding vacation year.

**For** employees who have worked **one** thousand (1,000) hours or more in the preceding vacation year, earned hours of vacation and supplemental vacation with pay entitlement will be:



For employees whose completed years of service as of July 1 are:

	<u>Vacation</u>	<u>Supplemental Vacation</u>
1 but less than 3	<b>108</b>	<b>24</b>
3 but less than 5	<b>128</b>	<b>24</b>
5 but less than 10	<b>148</b>	<b>24</b>
<u>10 but less than 15</u>	<u><b>168</b></u>	<u><b>24</b></u>

The supplemental vacation would be effective July 1, 1996 and would be managed as follows:

1. Sixteen (16) existing hours of vacation would be added to the twenty-four (24) hours of supplemental vacation and each employee would be scheduled for forty (40) hours paid time off on a random basis through the vacation year.

For each fifty (50) hours or part thereof by which an employee fails to work the specified qualifying hours, Hours of Vacation with Pay entitlement and the supplemented vacation will be reduced by five (5%) per cent.

“Hours worked” for the one thousand (1,000) hour qualification provision specified above shall include paid holidays, jury duty, maternity, parental and bereavement leave. Absent time for which an employee is absent on an approved **Union** leave of absence or receives Workers’ Compensation Benefits shall also be considered as “hours worked”, provided the employee works during the preceding vacation year.

### **33. HOURS OF WORK**

The regular production work week will consist of eight (8) hours per day, five (5) days per week, Monday through Friday, with a thirty (30) minute unpaid lunch. Certain technical operators will be assigned to continuous operations. These operations will not be subject to the remaining provisions of this Paragraph. Procedures specific to these operations will be established by the parties.

The starting and stopping times will be determined by CAMI <sup>SD</sup> consultation with the Union committee.

CAMI agrees that employees may ~~from~~ time to time request the opportunity of exchanging shifts with other employees for their convenience and that a procedure agreed upon by CAMI and the Union shall be established to provide for this understanding.

The Union agrees that as a condition of employment employees will be required to work such daily and Saturday overtime as CAMI may require, up to a maximum total of forty-eight (48) hours per week. In such instances, every effort will be made to consult with the Union committee regarding the most acceptable schedule, and to provide maximum notice to the employees who will be required to work.

### **34. PAID REST PERIODS**

CAMI will schedule an eighteen (18) minute paid rest period for each employee in each half shift. Having established a schedule of rest periods, any temporary advancement of the rest period shall be limited to not more than eighteen (18) minutes.

**A** separate paid break of five (5) minutes will be scheduled for each one (1) hour period of overtime at the start of the overtime period. In the event the overtime is scheduled for less than one (1) hour and greater than one half (1/2) hour a three (3) minute paid break will be scheduled at the start of the overtime period.

### **35. WASH-UP PERIODS**

The parties agree that effective September 16, 1996 a three (3) minute a w a s h - u p period will be scheduled prior to lunch.

In addition, the parties further agree that effective September 15, 1997 a three (3) minute paid wash-up period will be scheduled prior to the end of each shift.

### **36. INJURY ON THE JOB**

Employees who are injured at work and who are unable to continue at their job shall be paid their regular earnings — any scheduled overtime not worked by the employee as a result of said injury, for the balance of the shift on which the injury occurs.

### **37. PAY DAY**

The employees will be paid on Thursday the earnings of the previous week.

### **38. BENEFITS**

The parties to this agreement have also entered into agreements on other matters, as covered by the supplements to this agreement identified below. These agreements are incorporated herein by reference as if wholly set forth herein.

- |           |   |
|-----------|---|
| Exhibit A | Supplemental Agreement - Health Care Insurance Program For Hourly-Rate Employees (Exhibit A-1) and Health Care Insurance Program For Retired Employees (Exhibit A-2)  |
| Exhibit B | Supplemental Agreement - Group Life Insurance and Disability Benefit Program  |
| Exhibit C | Supplemental Agreement - Pension Plan   |
| Exhibit D | Supplemental Agreement - Supplemental Unemployment Benefit Plan (Exhibit D-1) and Short Work Week Benefit Plan (Exhibit D-2) and Income Maintenance Benefit Plan (Exhibit D-3) and Voluntary Termination of Employment Benefit Plan (Exhibit D-4) |
| Exhibit E | Supplemental Agreement - Legal Services Plan  |

## **39. LEAVES OF ABSENCE**

Leaves of absence will be granted at the discretion of CAMI giving due consideration to the needs of the employees. Leaves will be considered for the following reasons: occupational and non-occupational illness or injury, union business, education, election to full-time public office, personal, appointment to government or community agencies, and incarceration arising from the operation or use of a motor vehicle. Leaves of absence will not be unreasonably withheld.

CAMI will also grant maternity, parental, and adoption leaves of absence as provided for in the Employment Standards Act.

## **40. TUITION FEES**

It is the policy of CAMI as part of employee training to encourage all employees to engage in personal self-development at work and in formal academic training in the community beyond the employees' working hours.

CAMI will reimburse employees for tuition fees up to a maximum amount and upon terms to be determined by CAMI.

## **41. JURY DUTY**

While an employee is attending jury duty selection or serving as a member of a civil, criminal, or Coroner's Inquest jury, or as a panel member as prescribed under the Public Institutions Inspection Act, CAMI will make up the difference between the amount of money per day seniority employees receive while serving in such a capacity, and the amount equivalent to eight (8) straight time hours pay (Base Rate + COLA + applicable shift premium).

## 42. BEREAVEMENT

In the event of the death of the

spouse  
child  
step-child  
**son's** current spouse  
daughter's current spouse  
parent  
sister  
brother  
parent of a current spouse  
grandparent  
grandchild  
grandparent of a current spouse  
half-brother  
half-sister  
step-parent of employee  
step-parent of current spouse  
step-sister or  
step-brother

of an employee with seniority covered by this Agreement, such employee shall be granted an excused absence for three regularly scheduled work days (maximum of 3 x 8 hours = 24 hours) within ten (10) days of the death and shall be compensated at the employee's base rate of pay + **COLA** + applicable shift premium, excluding any other premiums, so long as the employee attends the funeral of the deceased or an official memorial service in lieu of attending the funeral.

## 43. PROBLEM SOLVING

The parties recognize that it is desirable to ensure prompt, fair and final resolution of problems. The need exists also to encourage that problems are dealt with at the source and by those affected. **As** such, the process for problem resolution has

to reflect the different parties involved in identifying a problem, who should be involved in its resolution and how that should take place. It is also understood that the opportunity should exist to address problems in an atmosphere that is neither confrontational nor intimidating.

The following process is designed with the intent of forcing resolution to occur closest to the source and with a minimum of formality. This process is expected to occur in the resolution of all employee **work-related** problems or concerns except in instances of discipline

No record shall be kept of problems or concerns which are resolved in this manner and resolutions shall not represent a precedent for the resolution of other concerns.

When an employee has a concern or problem of any kind, it is the obligation of that employee to raise that concern first with their Area Leader.

Should a group of employees have the same or similar problem, the employees in consultation with their Union committee person(s), shall submit one (1) problem to the Area Leader for consideration. The determination made in that situation shall be considered as the determination of all such pending problems.

(1) Discussion Stage

The employee shall raise the concern to the Area Leader within five (5) working days of its occurrence or the employee's knowledge of it. It is expected that most problems should be satisfactorily addressed in this manner. Recognizing the value and importance of full discussion in resolving misunderstandings and preserving harmonious relations, every effort shall be made to resolve concerns at this point.

The Area Leader shall answer concerns raised to him/her directly by the employee within one (1) working day.

(i) **Concern Sheet**

If an employee concern is not satisfactorily addressed at the Discussion Stage, the employee shall be provided with a **Concern Sheet**. The purpose of this sheet will be only to record the nature of the problem and that the process has occurred ~~as~~ expected. It shall not be considered as a grievance or be considered or introduced as evidence in any manner.

The employee shall then use the sheet to describe the nature of the problem, the date that it occurred, requested resolution, indicate that discussion has occurred with the Area Leader and that a satisfactory result has not been reached. The employee shall submit the sheet to the Area Leader, who will indicate ~~on~~ the sheet that he/she understands the problem, that discussion has occurred and that a Union Committee person is being requested to become involved,

**Concern** sheets shall be submitted to the Area Leader no later ~~than~~ one (1) working day after the Area Leader verbally responds to the concern.

Employees shall not submit concern sheets nor shall concern sheets be accepted prior to an Area Leader having opportunity to deal with the problem as described in the Discussion Stage. Once the concern sheet has been submitted, the process shall advance to the Meeting Stage.

(2) **Meeting**

Upon receipt of a Concern Sheet from **an** employee, the Area Leader shall contact the Union Committeeperson and arrange a Problem Solving meeting between the employee, Union Committeeperson, Area Leader and Assistant Manager. This meeting shall take place no later than two (2) full working days from the submission of the concern sheet to the Area Leader. The Assistant Manager shall respond to the concern in writing within **two (2)** working days of the Problem Solving meeting.

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**to a concern if any of the previous steps of the process as detailed above has not occurred.**

Should satisfactory resolution of the problem occur at this point, the concern sheet shall be returned to the employee for disposal. No record shall be kept of problems or **concerns** which are resolved in this manner and resolutions shall not be binding in that they establish neither a precedent nor practice.

Should the problem not be satisfactorily addressed in the Meeting Stage , the Assistant Manager shall so indicate on the Concern Sheet . The sheet shall then be provided to the **Union** Committeeperson who shall consult with the employee.

Unsatisfactory resolution of a problem in the Meeting Stage may result in the submission of a grievance by the employee as set forth in Paragraph 44 of this Labour Agreement . Should the decision be made to proceed to the grievance procedure the committeeperson shall attach the concern sheet to the grievance form. The Manager shall at the Second step of the grievance procedure ensure that the problem solving process has occurred prior to submission of the grievance.



If the problem is not appropriate subject matter for the grievance procedure, the committee person may submit the Concern Sheet within two (2) working days of the response from the Meeting Stage to the Manager. The Manager shall meet with the committee person within two (2) working days of such a request to discuss the concern.

The time limits for the presenting of a concern, timing of a meeting or responding to a concern, as required in this paragraph, may be extended by mutual consent in writing on the Concern Sheet.

By agreement between the parties, special problems or areas of mutual concern will be discussed during the life of this agreement. Amendments may be introduced to this agreement by mutual consent between CAMI and the Union Committee and will carry the same weight as provisions established at formal negotiating sessions.

#### **44. GRIEVANCE AND ARBITRATION PROCEDURE**

If an employee has a complaint, it is expected that it will be resolved by discussion between the employee and the employee's immediate supervision as detailed in the problem solving process outlined in Paragraph 43 of this agreement.

##### **STEP ONE**

The Meeting Stage of the Problem Solving Process, as set forth in Paragraph 43 of this Labour Agreement, shall be considered as Step One of the Grievance and Arbitration Procedure, provided that the unresolved concern is:

- (i) Proper subject matter for the grievance procedure, and
- (ii) Submitted, to the appropriate Assistant Manager, in writing signed by the employee on a form supplied by

MI withi . day receipt f  
the signed Concern Sheet from the Assistant Manager.

## **STEP TWO**

The Manager. (Assistant Manager when the Manager is unavailable) and the Union Committeeperson, shall meet within two (2) working days of the receipt of the grievance by the Assistant Manager. The Manager shall give a decision in writing within two (2) working days of the meeting

## **STEP THREE**

Should the grievance remain unsettled, it must be referred within two (2) working days to a **third** step grievance meeting. The Plant Chairperson and the appropriate Committeeperson shall meet with representatives of the Employee Relations Dept. within seven (7) working days of the request for such a meeting.

Management's decision relating to the grievance shall be in writing, and if not rendered during the grievance meeting, shall be rendered to the Chairperson of the committee within five (5) working days of the holding of the grievance meeting.

Should the grievance remain unsettled, the parties agree to exchange written summaries of the facts and/or Labour Agreement interpretations upon which they will be relying at least two (2) weeks prior to the the Step Four meeting set forth below.

## **STEP FOUR**

Should the grievance remain unsettled, it must be referred within five (5) working days to a **Step Four** meeting which shall be attended by the Director of Employee Relations and the Union National Representative.

The Step **Four** meeting shall occur no more than thirty (30) days from the date of the request for the meeting.

The Director of Employee Relations shall give a decision in writing within five **(5)** working days of the Step **Four** meeting.

## **ARBITRATION**

If management's decision is not satisfactory to the **Union** and if the grievance concerns the interpretation, application or alleged violation of the agreement, including any disciplinary or discharge actions, it may be referred to an arbitration. A party making such a reference must provide written notice to the other party of its intention to refer a grievance to arbitration within ten (10) days of the date of management's decision .

**In** the event that the Union fails **to** lodge a grievance or appeal a decision within the specified time limits the dispute shall be deemed to have been withdrawn from arbitration.

## **DISCHARGE OR SUSPENSION SPECIAL PROCEDURE**

The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee for three (3) working days or more. The grievance must be lodged in writing within three (3) working days of the date of the discharge or suspension. It will be referred directly to the third step grievance meeting which will proceed as described above.

**In** the event a grievance alleging improper discharge is not satisfactorily resolved by the Step **Three** meeting or response, it may be referred to a Step **Four** meeting based on the following conditions:

- (a) it must be referred within three (3) working days to the Step Four meeting;
- (b) Management's decision relating to the grievance shall be in writing, and if not rendered during the Step Three meeting, shall be rendered to the Chairperson of the committee within five **(5)** working days of the holding of the grievance meeting.

The time limits for the presenting of a grievance or referring it to the grievance meeting or arbitration, as above noted, may be extended by mutual consent in writing.

The term working days when used in this Agreement for grievance procedures shall exclude Saturdays, Sundays, holidays and vacation shutdowns as defined herein.

The grievance procedure in this section shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance which an individual grievant could not bring, or to a management grievance. The Union and Management grievances, however, may be referred directly to the **third** step grievance meeting, within ten (10) working days of the events involved or the knowledge of the events.

The arbitrators will not have the authority to change, modify, add to, or amend the Collective Agreement. In rendering their decisions, the arbitrators will be limited to a consideration of the questions submitted in the notice to arbitrate. The Arbitrator's decision will be in writing and will be final and binding on the parties and the employees in the bargaining unit.

The parties have agreed on a list of three permanent arbitrators, each of which will hear a grievance in rotation. In the event an arbitrator becomes unavailable to the list both parties will attempt to agree on the arbitrator to be added to the list. To that extent, the parties shall exchange lists of three (3) proposed candidates. Failure to reach agreement on the third arbitrator shall result in the existing arbitrators being used in rotation until such time as the parties do agree.

Either party may approach the other party, once during the life of the current Labour Agreement, requesting that one (1) of the aforementioned arbitrators be dropped from the list of three (3). The parties shall meet within ten (10) working days of the request to discuss the matter. Removal of an arbitrator shall only be as the result of mutual consent.

## **45. ADMINISTRATION OF DISCIPLINE**

When an employee is called to a disciplinary interview by a member of supervision, the employee will be ~~so~~ informed before the interview and will be advised of entitlement to Union representation during the interview. Should an employee elect Union representation, the interview will not proceed until the Union representative is present. At the time an employee is called to a disciplinary interview, the member of supervision will identify the nature of the concern to the employee.

No written disciplinary action shall remain against an employee's record for a period longer than twenty-four (24) months.

**An** employee will be provided a copy of any disciplinary notice entered **on** the employee's record.

## **46. OVERTIME EQUALIZATION**

Insofar as it is practicable to do so, job assignments during periods of overtime work will be arranged so that overtime is equitably distributed among employees engaged in similar work, on a shift, within groups to be mutually determined. A record of overtime will be posted in each department and periodically updated as agreed to by the parties.

## **47. LUNCHROOM, WASHROOM AND FIRST AID**

CAMI will provide a lunchroom with hot food service and/or vending machines, as well as washroom and first aid facilities for all employees. CAMI will maintain first aid kits.

## **48. DATA TO BE SUPPLIED TO UNION**

CAMI will supply the Union with the following information monthly:

- (a) Seniority lists.

- (b) Employees by rate.
- (c) Employees transferred into or out of **the** bargaining unit.
- (d) Employees on leave of absence for more than one week and the reason specified for the leave.
- (e) Employees on layoff for more than one week and employees recalled from layoff of more than one week.
- (f) Employees who have lost seniority, including those discharged.
- (g) The names and addresses, including postal codes, and telephone numbers of all employees covered by the Collective Agreement. (It will be the responsibility of the employee to keep CAMI advised of their current address and postal code at all times. The information **so** provided will be regarded as the employee's official address for all purposes under this Agreement.) This information will be provided to the **union** on computer disk in addition to the printed format.
- (h) A list of those employees when dues deductions are made and a list of those employees when dues deductions are not made and the reason therefore. This information will be provided on computer disk.
- (i) Employees on occupational leaves of absence, including employee number, department, date of injury, return to work date, time lost and claim number.

## **49. HEALTH AND SAFETY**

### **a) JOINT HEALTH AND SAFETY COMMITTEE**

The parties agree to establish a Joint Health and Safety Committee (JHSC) consisting of two (2) members representing the Union, and two (2) members

representing CAMI. The JHSC shall meet at least **once** a month to review health and safety issues and make appropriate recommendations to management. The primary responsibility of the JHSC shall be to actively promote measures to ensure the Health and Safety of all bargaining unit employees at CAMI.

**b) REPRESENTATION**

It is agreed by both parties that the Union will select one (1) full time JHSC Worker Member for each production shift. A production shift shall refer to those shifts where Stamping, Welding, Paint, Assembly, QC Vehicle Inspection and Material Handling are in operation. Shift arrangements shall be such that one (1) JHSC Worker Member will be assigned to “A” shift and the other JHSC Worker Member will be assigned to “B” shift. Should CAMI become a one production shift or three production shift operation, the number of full time JHSC Worker Members shall be adjusted to reflect the number of production shifts.

In the event of a workforce reduction resulting in a layoff, all employees shall be laid ~~off~~ prior to the JHSC Worker Members, notwithstanding the seniority rights of the Plant Chairperson.

Full time representation by the JHSC Worker Member shall be defined as the regular work week of forty (40) hours. Full time JHSC Worker Members will request time off through the Safety Manager or their designate.

The Union will also select one (1) alternate for each JHSC Worker Member to carry out the responsibilities outlined in part (d) below. JHSC Worker Member Alternates shall be assigned to the same shift and shift rotation as their respective JHSC Worker Member.

In the event of an absence from the plant by a **JHSC** Worker Member, every effort will be made to activate the appropriate **JHSC** Worker Member Alternate. It is recognized that the ability to activate is strongly dependent on the amount of notice provided by the **Union** and manpower requirements at the time. The **JHSC** Worker Member Alternate will also be activated when a **JHSC** Worker Member is conducting training for four (4) consecutive hours or more.

The parties also agree that if a **JHSC** Worker Member is investigating a work refusal and a simultaneous work refusal occurs, the **JHSC** Worker Member will be contacted and the alternate automatically activated. In circumstances where the **JHSC** Worker Member will be off site and the **JHSC** Worker Member Alternate cannot be activated, prior to the **JHSC** Worker Member leaving the plant, the Plant Chairperson will be notified of the **JHSC** Worker Member's absence so that in the event there is an urgent health and safety matter (eg, work refusal) the **JHSC** Worker Member Alternate will be automatically activated.

It is agreed that the sequence outlined in Appendix G will be used to determine who will represent the employees in regard to situations concerning health and safety.

c) **REPRESENTATION ON OVERTIME**

This section defines the overtime rights of the full time **JHSC** Worker Member(s). Overtime as provided in this section shall be the only overtime to which the **JHSC** Worker Member has a right. A **JHSC** Worker Member Alternate, when acting in the capacity of the **JHSC** Worker Member, shall assume the overtime rights of the **JHSC** Worker Member.



The JHSC Worker Member shall be required to work in those situations in which one or more of the following areas are scheduled for mandatory overtime for the purpose of building vehicles.:

- a) All of Assembly “M” Side
- b) All of Assembly “J” Side
- c) All of Paint
- d) All of Welding “M” Side
- e) All of Welding “J” Side

In addition to the above, the JHSC Worker Member shall be entitled to act in the capacity of a JHSC Worker Member whenever three hundred (300) or more employees are required to work overtime on the shift to which the JHSC Worker Member is assigned. In such instances as the JHSC Worker Member of that shift declines the opportunity to work, such opportunity shall be made available to the JHSC Worker Member of the other shift. Where both JHSC Worker Members decline the opportunity to work, such opportunity may be made available to the JHSC Worker Member Alternate of that shift, or, if declined by that JHSC Worker Member Alternate, to the other JHSC Worker Member Alternate.

d) **RESPONSIBILITIES**

The primary responsibilities of the JHSC Worker Members shall be to administer the provisions of the Occupational Health and Safety Act (OHS Act), as defined under the Act and any other health and safety provisions mandated by the CAW/CAMI Agreement.

In addition to the JHSC Worker Members’ duties, CAMI agrees that the JHSC Worker Members will assist CAMI in identifying, recommending, developing and implementing Health and Safety policies,

procedures and programs. CAMI also agrees that it is important to review these Health and Safety policies and procedures jointly with the JHSC Worker Members on a continuous basis.

**e) SAFETY AND HYGIENE TESTING**

JHSC Worker Members and their alternates may have access to all CAMI monitoring equipment for all safety and hygiene testing. CAMI agrees to adequately train JHSC Worker Members and their alternates in the effective use of said monitoring equipment.

Where Industrial Hygiene tests indicate that an employee has been overexposed to a hazardous biological or chemical agent as outlined under the **OHS Act**, CAMI shall provide to the employee, upon their request, results of such medical examinations or tests related to the overexposure. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician.

**f) MONTHLY SAFETY TALKS**

**CAMI** management will conduct monthly safety talks for all teams within the plant. The content of the safety talks will be developed jointly with the JHSC. The JHSC will develop and recommend specific materials for inclusion in these talks

**g) MONTHLY WORKPLACE INSPECTIONS**

**A** monthly workplace inspection of all departments shall be completed by JHSC Worker Members. It is also agreed that in order to complete the inspection in a timely fashion, JHSC Worker Member Alternates are to be incorporated in the workplace inspection schedule. The company also agrees to establish and maintain monthly team safety audits. These audits will

be conducted by the Area Leader, and a member of the team on a rotation basis. Audits will be scheduled with a minimum of two (2) weeks between them to facilitate follow-up on items arising from each audit. Access to the team safety audit reports will be provided to the JHSC,

h) **CERTIFICATION**

CAMI shall ensure that the full time JHSC Worker Members receive certification training, in accordance with the **OHS** Act, within a reasonable time.

i) **PERSONAL, PROTECTIVE EQUIPMENT**

Personal protective devices, equipment and clothing deemed necessary by CAMI to protect an employee's health and/or safety will be supplied at no cost to the employee by CAMI. The JHSC shall be consulted in the selection and use of any safety protective devices, equipment and/or clothing that is to be used/worn by the employee.

j) **CAW-CANADA NATIONAL HEALTH AND SAFETY STAFF**

The CAW-Canada National health and safety staff shall have access to the workplace upon request.

**50. UNION OFFICE**

CAMI agrees to establish an office for the Union with telephone and office furniture for the exclusive use of the Union Committee. Long distance telephone charges will be paid for by the Union.

**51. COPY OF AGREEMENT**

CAMI will provide a copy of the Labour Agreement in booklet form including the supplements listed under Paragraph 38 to all employees.

## **52. BULLETIN BOARDS**

The Committee will have the use of bulletin boards in the plant for posting of Union notices.

## **53. STRIKES AND LOCKOUTS**

During the term of the Agreement there will be no strike or slowdown of any kind by the employees (including concerted refusal of overtime) and there will be no lockout by CAMI.

## **54. COMMUNICATIONS**

**At the start of each production shift, a paid four (4) minute communication meeting will be scheduled for all employees. In areas where production priorities require continuous Flow of operations, alternate methods and schedules will be determined by the section(s).**

55. TERM OF THE AGREEMENT



This Agreement shall be in force from the date hereof until 11:59 p.m. September 20, 1998.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives as of the date first above appearing.

CAMI Automotive Inc ..... CAW-Canada

FOR  
CAMI AUTOMOTIVE INC.

FOR  
CAW - LOCAL 88

Ryan  
[Signature]  
Ron Tredak  
[Signature]  
[Signature]  
R. Sufk  
Fred Haggard  
Holly Linn  
[Signature]

Bert [Signature]  
R. Suley  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

## APPENDIX A

### TRANSFERS TO AND FROM THE BARGAINING UNIT

One of CAMI's most important values is team spirit. CAMI further recognizes that the overall team will be stronger when individual team members have an opportunity to maximize their full potential, which, for some individuals may mean pursuing alternate career paths within the Company. In recognition of this fact, CAMI has adopted a "promotion from within" philosophy and method of operation. Accordingly, guidelines have been developed to accommodate such movement within the organization and to specifically address the seniority rights of individuals who accept a salaried position,

**An** employee who accepts a salaried position will cease to accumulate seniority as of the effective date of the transfer to such salaried position. **An** individual who subsequently returns to the bargaining unit will be credited with the full seniority the employee had established prior to transferring to the salaried position.

Whenever an employee accepts a salaried position, CAMI will provide to the Union the name of the transferring individual, the effective date of the transfer, and the nature of the position.

**APPENDIX B**

**STANDARDS OF APPRENTICESHIP**

ARTICLE 1.0 - DEFINITIONS

- (a) The term “CAMI” shall mean CAMI Automotive Inc.
- (b) The term “Union” shall mean Local 88 of the United Automobile, Aerospace and Agricultural Implement Workers of Canada, the CAW.
- (c) “Registration Agency” shall mean the Ontario Training and Adjustment Board.
- (d) The term “Apprenticeship Agreement” shall mean a written agreement between CAMI and the person employed as an apprentice, which agreement shall be registered with the Ontario Training and Adjustment Board.
- (e) The term “Apprentice” shall mean a member of the bargaining unit who is engaged in learning and assisting in the trade to which they have been assigned and who has signed an apprenticeship agreement with CAMI to provide for their training.
- (f) “Committee” shall mean the Joint Apprenticeship Committee of CAMI and the Union.
- (g) “Apprenticeship Co-ordinator” shall mean the person assigned the responsibility, by CAMI, of performing the duties outlined in these standards of apprenticeship.
- (h) “Standards of Apprenticeship” shall mean this entire document including these definitions.

## **ARTICLE 2.0 - JOINT APPRENTICESHIP COMMITTEE**

- 2.1** The Joint Apprenticeship Committee will be composed of four persons, two members representing CAMI and two members representing the **Union**. One of the Union members shall always be the elected Skilled Trades representative of the Union Committee. The other Union member of the committee shall be appointed by the Local Union and shall represent a different trade from the Skilled Trade Committee person. One of the CAMI representatives will be a skilled trades person or a person with a trades related background. **An** apprentice shall also be appointed to sit **on** the Committee as a non-voting member with the understanding that they should not be privy to any information pertaining to individual apprentices.
- 2.2** The Apprenticeship Committee shall meet a maximum of once a month or less often as required. CAMI will pay for all such meetings held by the Apprenticeship Committee during the regular shift of the Apprentice Committee person.

## **ARTICLE 3.0 - SENIORITY**

- 3.1** There will be a separate apprentice seniority list for each group of apprentices in their respective trades. The date of entry onto the list shall be the first day worked as a contracted apprentice with CAMI.
- 3.2** The skilled trades seniority date for an employee completing the apprenticeship program and being accepted as a journey person will be the date of registration in the apprenticeship in the respective trade. No apprentice shall acquire seniority **as** a skilled trades journey person for time in a CAMI apprenticeship prior to March 2, 1992. **An** employee will be transferred from the apprentice seniority list to the appropriate skilled



trade seniority list when the employee has provided CAMI with proof of the issuance of the Certificate of Completion.

- 3.3 In those instances where an apprentice attains journeyperson status and there is no regular Maintenance Associate opening at that time, the employee will be given assignments at the discretion of CAMI under the direction of the Training department until such time as an opening becomes available.
- 3.4 **An** employee with seniority who enters the CAMI Apprenticeship Program shall, during the period of their apprenticeship, retain and accumulate plant seniority. If laid off or disqualified from the Apprenticeship Program for reasons not resulting in their termination, the employee shall be returned, when practical, to the section to which the employee was assigned at the time they joined the program according to the employee's plant seniority. In these instances, such re-assignments shall be as Production Associates. Time worked by the employee in the Apprenticeship Program will be considered in the determination of the "grow-in" level for an apprentice being returned to a Production Associate position.
- 3.5 The first five hundred (500) hours of apprentice time shall be a grace period. During the grace period, the apprentice may elect to return to their previous classification as of the first available opening. The employee shall be returned, when practical, to the section to which the employee was assigned at the time they joined the program according to the employee's plant seniority (including time served in the apprenticeship). The apprenticeship agreement will be cancelled and the registration agency advised of such.
- 3.6 Apprentice layoffs will be at the discretion of CAMI. Apprentice seniority will continue to apply within each

group of apprentices by trade where layoff or recall becomes necessary. Where apprentice seniority and qualifications are equal, plant seniority will apply.

#### ARTICLE 4.0 - **HOURS** OF WORK

- 4.1 The apprentice will follow hours of work and a shift rotation developed by the Area Leader in the section to which they are is temporarily assigned.
- 4.2 Where practical, apprentices shall not be offered overtime until all journey persons in the reference group have been offered the opportunity to work the overtime. Every effort will be made to ensure the equitable distribution of overtime opportunity among apprentices for the duration of their assignments to sections.
- 4.3 Credit will be allowed for overtime hours towards the apprenticeship only for the actual hours worked and only in those instances where the work being performed is part of an uncompleted portion of the apprentice's work schedule.
- 4.4 Should the apprentice be required to temporarily leave the CAMI Apprenticeship Program and resume work as a Production Associate as the result of a layoff or reduction in the number of apprentices, those hours worked while **so** assigned, will not be included **as** hours served in the apprenticeship or for pay increases associated with the apprenticeship.

#### ARTICLE 5.0 • REVIEW OF APPRENTICES

- 5.1 The performance and progress of apprentices will be subject to periodic appraisal by the Apprentice Co-ordinator and the Area Leader(s) of the section(s) **to** which they are assigned. These appraisals will become part of the apprentice's work record as pertaining to

the apprenticeship. The Apprentice Co-ordinator ~~and~~ <sup>19</sup> the Joint Apprenticeship Committee will review the appraisals to determine an apprentice's progress.

#### ARTICLE 6.0 - TRANSFERS

- 6.1 Apprentices will not be eligible for transfers pursuant to Paragraph 22 of the Collective Agreement during the term of their apprenticeship. Apprentices will be required to move from section to section or team to team in accordance with a schedule developed by the Apprentice Co-ordinator and approved by the Apprenticeship Committee.
- 6.2 Upon completion of the CAMI Apprenticeship Program, the employee shall not be eligible to submit applications for transfers pursuant to Paragraph 22 of the Collective Agreement until they have been assigned an opening as a Maintenance Associate in a plant section.

#### ARTICLE 7.0 - WAGES

- 7.1 (a) Upon entering the apprenticeship program, the wage rate for ~~an~~ individual apprentice shall be established ~~as~~ the lesser of (i) the individual's wage rate immediately prior to entering the program, or (ii) the ~~Production~~ Associate Full ~~Base~~ Rate. ~~This shall~~ remain the wage rate for the apprentice ~~until~~ such time ~~as~~ the apprentice would become eligible to earn a higher wage rate under 7.1 (b) below.
- (b) Apprentices shall be paid according to the schedule of wages below. Progression to successive wage levels will be at the recommendation of the Joint Apprenticeship Committee and the Apprentice Co-ordinator upon completion of the hours of training indicated.

1st 1000 hours - 80 % of the current Journeyperson's base rate  
2nd 1000 hours - 83 % of the current Journeyperson's base rate  
3rd 1000 hours - 85 % of the current Journeyperson's base rate  
4th 1000 hours - 86 % of the current Journeyperson's base rate  
5th 1000 hours - 86 % of the current Journeyperson's base rate  
6th 1000 hours - 87 % of the current Journeyperson's base rate  
7th 1000 hours - 88 % of the current Journeyperson's base rate  
8th 1000 hours - 92 % of the current Journeyperson's base rate  
9th 1000 hours - 96 % of the current Journeyperson's base rate  
Successful Completion - 100 % of the current Journeyperson's base rate

Apprentices will receive the full C.O.L.A. benefit.

#### ARTICLE 8.0 - APPRENTICESHIP TERMINATION

8.1 The Joint Apprenticeship Committee shall have the authority to recommend to Employee Relations that the apprenticeship agreement with an apprentice be cancelled **at** any time for causes including (but not limited to):

- (a) inability to learn
- (b) unreliability
- (c) unsatisfactory work
- (d) lack of interest in work or education
- (e) failure to attend classroom instructions regularly.

Upon reviewing the case, Employee Relations will take appropriate action up to and including cancellation of the apprenticeship agreement.

This shall not limit the right of the Apprentice **Co-**ordinator to submit to Employee Relations matters

which that person feels should be brought to their attention. Nor does this limit the right of Employee Relations to investigate and act on such matters.

- 8.2** No article in these standards shall limit the right of CAMI to discipline an apprentice. Such disciplines shall be subject to the grievance procedure.

#### ARTICLE 9.0 - COMPLETION OF APPRENTICESHIP

- 9.1** Upon completion of the apprenticeship, the Joint Apprenticeship Committee will request the CAMI Employee Relations department to apply to the Ontario Training and Adjustment Board for the issuance of a Certificate of Completion of Apprenticeship to the apprentice.

#### ARTICLE 10.0 - APPLICATION

- 10.1** This agreement applies solely to the skilled trade apprentices. It is understood that the Standards of Apprenticeship will supersede the CAMI - CAW Collective Labor Agreement in the event of a conflict between the two documents.

## APPENDIX C

### POWERHOUSE CONTINUOUS SHIFT OPERATION

#### OVERVIEW

CAMI Team members from the Powerhouse and management held several meetings which focused on the operation of the Powerhouse on a continuous basis. The schedule of working hours to operate the CAMI Powerhouse with five (5), two (2) journey person teams on a continuous coverage basis (24 hrs/day, 7 days/wk) was developed and proposed by the Powerhouse team members.

On a regular basis, each two (2) person team consists of a 2nd Class Shift Engineer and a 3rd Class Operating Engineer. Their responsibilities are as defined under the "Operating Engineers Act" Regulation 740 as amended to Ontario Regulation 283/84.

The following terms of reference and conditions support the CAMI values and mission statement. As well, it promotes the calibre of commitment required by all Powerhouse employees in order to provide a Powerhouse service that excels in all aspects of performance.

#### APPLICATION:

This agreement applies solely to the above Powerhouse team members who are assigned to the Powerhouse Continuous Shift Operation and are working the schedule and pattern as outlined in the attached schedule. It is understood that the Powerhouse Continuous Shift Operation document supersedes the Collective Labour Agreement in the event of a conflict between the two documents.

DESCRIPTION:

There are five (5) teams

On a regular scheduled shift each team requires:

One (1) Shift Engineer 2nd class

One (1) Shift Operator 3rd class

SHIFT PATTERN:

Each team works a pattern of 12 hr. shifts for four (4) continuous weeks, then one week of eight (8) hour maintenancerelief shifts.

A normal schedule requires five (5) weeks (35 days) to complete a cycle with 6th week beginning the repeat cycle. 208 actual hours are scheduled over a five (5) week period as follows:

Week1	Week 2	Week 3	Week 4	Week 5
48(4x12hr)	36(3x12hr)	48(4x12hr)	36(3x12hr)	40(5x8hr)

Team members favour this pattern as it allows for three out of five weekends off.

As needed, a Team member on week 5 will be scheduled for 12 hour shifts to replace another Team member who is on vacation, ill, etc.

HOURS OF WORK (SHIFT ASSIGNMENT):

Day Shift (1st Shift) .....0800 h - 2000 h (12 hour shift)

Night Shift (2nd Shift) ..... 2000 h - 0800 h (12 hour shift)

Maintenance Relief Shift .....0700 h - 1530 h (8 hour shift)

NOTE:The start and finish times of each 12 hr shift assignment may be adjusted later if required to support production. The start and finish times of the 8 hr maintenance relief shift will coincide with central maintenance.

#### SCHEDULE POSTING:

A two year shift schedule showing each team member's schedule will be posted on an annual basis.

#### CHANGES IN SHIFT ASSIGNMENT:

In recognition that employees make plans and commitments around their shift schedule, every reasonable attempt will be made to provide Operating and Shift Engineers with 30 calendar days notice of a permanent change in shift assignment and 48 hours notice of temporary change in shift assignment.

#### LUNCH PERIOD:

An employee scheduled to a 12 hour shift will be provided with a paid lunch break during the 12 hour period.

An employee scheduled to the 8 hour maintenance relief shift will be provided with a thirty (30) minute unpaid lunch break.

#### PREMIUM PAY FOR **TEAM** LEADERS:

Each 2nd class Engineer, who has sole charge of the Powerhouse (as Shift Engineer) on a permanent basis, will be compensated, in recognition of their expanded capacity as Team Leader, as specified in Paragraph 25.

#### **SHIFT** PREMIUM:

Employees shall receive a premium of 10 % per hour for all hours worked on the night shift hours 8:00 p.m. - 8:00 a.m.

Employees shall receive a continuous shift premium of \$0.25 per hour for all hours worked.

#### SUNDAY PREMIUM:

Employees shall receive a premium of one-quarter (.25 times base rate + COLA) for all hours worked on a shift where the majority of hours fall on Sunday, unless such hours are payable



at an overtime premium rate under any other provisions of this agreement.

### **OVERTIME PAY**

Where possible and appropriate, every effort will be made to give the employees **in** the same classification the right of refusal of available overtime.

A Powerhouse employee shall be paid:

- (a) Time and one-half of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, except for Sunday and Holidays covered under (c) and (d).
- (b) Time and one-half of (base rate + COLA) for all hours worked in excess of 200 hours worked without overtime premium over a regular scheduled 5 week cycle. For the purpose of this calculation, regular hours not worked for any reason will be considered as hours worked without overtime premium. If the employee is scheduled to work less than 40 hours in the Maintenance Relief week due to a change in schedule, then overtime pay accumulated during the previous 4 week (12 hour) cycle will not be affected.
- (c) Double time of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, if hours worked are on a shift which where the majority of hours fall on Sunday.
- (d) Double time of (base rate + COLA) for all hours worked on a regularly scheduled shift where the majority of hours fall on a CAMI paid holiday. except during the Christmas-New Year Period **as** described hereafter.
- (e) Unless such hours qualify for double time under (c) or (d), time and one half of (base rate + COLA) for all hours worked during the 1st shift of a shift change, if

the company fails to provide the required notice period of the change in the regular schedule shift assignment (30 calendar days of a permanent change of the regular shift assignment and 48 hours for a temporary change in the regular shift assignment).

#### **CAMI HOLIDAYS:**

An employee, who has completed three months of employment before the date of a CAMI paid holiday, shall receive eight hours pay at the employee's (base rate + COLA) for such paid holidays, providing the employee works their scheduled shift immediately preceding and following the paid holiday. This does not apply to December 25 and January 1, when they fall on a Saturday or Sunday (see (d) above).

An employee, who is scheduled and works a minimum of eight (8) hours on a paid holiday while working on the shift pattern of week(s) 1 \_\_\_\_\_ e . . . ili . . . ria or holiday pay as specified above, shall have an option of:

- (a) Double time of (base rate + COLA) for all hours worked on a regularly scheduled shift where the majority of hours fall on a CAMI paid holiday, except during the Christmas-New year period as described in Appendix C, plus eight (8) hours pay at the employee's (base rate + COLA) for such paid holiday, or
- (b) Double time of (base rate + COLA) for all hours worked on a regularly scheduled shift where the majority of hours fall on a CAMI paid holiday, except during the Christmas-New year period as described in Appendix C, and the ability to schedule a subsequent day off, with eight (8) hours pay, in lieu of the holiday, while the employee is assigned to week 5 of the shift pattern: Such a day shall hereafter be referred to as a "banked" day.

Such time off is to be mutually agreeable between the employee and CAMI, with eight (8) hours of pay at the employee's (base rate + COLA) to be paid on the Thursday following the week in which such day was taken off.

In the event that such a "banked" day has not been taken off during the current vacation year the employee shall receive eight (8) hours of pay at their (base rate + COLAS for each day that they had "banked" and not taken off, at the completion of the vacation year.

It is understood that at no time shall an employee be allowed to have "banked" more than three (3) such days at any one time.

#### CHRISTMAS-NEW YEAR PERIOD:

For hours worked during the Christmas-New Year period as defined in Section 31 of the CAMI - CAW Labour Agreement, shift Engineers and Shift Operators will be eligible for premium pay for a number of hours not greater than the number of CAMI Holidays during this period times eight (8). As such, the paid holidays for such employees shall be those regularly scheduled hours which occur earliest in the Christmas-New Year period, except that all hours scheduled as part of a maintenance week during this period, whether worked or not, shall be considered as part of this eligibility. All hours worked as part of a mutual exchange of shift during this period will be paid at the rate applicable to the normally scheduled employee.

#### JURY DUTY/BEREAVEMENT PAY:

For applicable days granted under jury duty and bereavement, a days pay means (base rate + COLA), Continuous shift premium, Sunday premium or Overtime pay for all scheduled hours lost on that day.

#### VACATIONS:

Requests to take vacation time off will be reviewed by the supervisor and may be taken only by approval in advance by

the supervisor. The actual hours of vacation taken will be equivalent to the regular hours scheduled on the days vacation is taken.

To provide fair notice to other team members who may be rescheduled to cover for vacation, vacation requests should be submitted a minimum of 2 1/2 weeks in advance.

Vacation pay will be provided at the time vacation is taken.

#### **TEMPORARY ASSIGNMENTS:**

3rd Class Shift Operator to 2nd Class Shift Engineer

When a 3rd Class Shift Operator is assigned to a 2nd Class Shift Engineer position for a period of 30 calendar days or less, the 3rd Class Shift Operator will continue to receive the 3rd Class Shift Operator rate but will receive the applicable Team Leader premium.

#### **PAY FOR KNOWLEDGE:**

CAMI encourages 3rd class operators to work towards receiving their 2nd class certificate and in turn will provide the monetary incentive to pay for knowledge and retain these valuable employees. 3rd Class Shift Operators who hold their 2nd Class Engineers certificate will be paid at the Shift Operators 2nd class rate.

#### **MUTUAL SHIFT CHANGES:**

The Powerhouse team members realize that exchanging of shift assignments by mutual agreement between team members is a privilege. CAMI is willing to give employees the flexibility of mutual shift changes as long as the shift change does not have a negative effect on the company.

Each mutual shift change must be in writing, outlining the shift change, signed by both parties and given to the company before the change. Any differences in shift premium, Sunday premium,

or overtime pay resulting **from** the change must be worked out by the employees. Each employee will continue to receive their regular pay for the mutual change period as if the change did not occur.

## **PAYROLL**

**A** regular five week cycle of the attached schedule results in the following earned pay.

200 regular straight time hours

**208** hours x **\$0.25** continuous shift premium

**84** hours x **10 %** per hour night shift premium

**24** hours x **1/4** Sunday premium

8 hours x **1 1/2** overtime

**(208** hours worked over five **(5)** week cycle)

Payment according to hours worked in a regular schedule results in significant variation in pay from week to week.

Team members of the Powerhouse have expressed an interest in receiving a standard weekly pay that approximately averages the five weeks in the period.

The payroll system has been set up to pay Operating and Shift Engineers working the attached schedule the following standard pay on an automatic basis.

For each four weeks of **12** hour shifts

- 40 hours regular (40 hrs x base rate + **COLA**)
- **40** hours continuous shift premium  
(40 hrs x \$0.25 premium)
- **21** hours **shift** premium (**21 hrs x 10 %** per hour premium)
- **6** hours Sunday premium (6 hrs x **1/4** premium)

For 5th Maintenance  
Relief Week

- 40 hours regular (base rate + COLA)
- 8 hours overtime (8 hrs x 1 1/2 overtime)
- 48 hours continuous shift premium  
(48 hrs x 0.25 premium)

Exceptions to the above standard will be authorized by the supervisor and submitted **to** payroll on a weekly basis.

**GOVERNMENT APPROVAL:**

A summary of the agreed schedule, number of employees involved, hours of work, contact person and signature of all employees involved will be submitted for government approval to:

Hours of Work Specialist  
Ministry of Labour  
400 University Avenue  
Toronto, Ontario  
**M7S 1V2**

## APPENDIX D

### MACHINERY AND EQUIPMENT REPAIR AND MAINTENANCE POLICY

During the current negotiations the Union expressed concerns regarding the use of contractors in the event skilled trades employees are on layoff. CAMI is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the corporation. Therefore, in making these determinations, CAMI intends always to keep the interests of CAMI personnel in mind. Discussions on contracting, prior to any layoff will give full consideration to maintaining future work in house.

CAMI agrees to review and discuss with the Union on an ongoing basis what measures should be taken to ensure that CAMI's skilled trades are trained in order to effectively develop their skills including working side by side with CAMI engineers or outside contractors where such work will mutually benefit our skilled trades workforce and CAMI. Concern was also raised by the Union with respect to the level of skilled trades participation in the commissioning and installation of new equipment. CAMI agrees to continue its present practice of assigning skill trades persons to these activities, consistent with Sound business practice, for the development of the trades persons and the improvement of project implementation.

CAMI and the Union have discussed the matter of responsibility for repair and maintenance of machinery and equipment. Both parties expressed their endorsement of the following principles:

- (a) it is essential to CAMI's success that production equipment be maintained in such a way as to provide maximum uptime;
- (b) repairs required to maintain this condition must be performed in a timely fashion, with the maximum effectiveness and efficiency, and at the lowest practical cost;

- (c) CAMI's skilled trades workforce should be managed with the objective of maintaining their most effective involvement;
- (d) a well trained skilled trades workforce is essential to the mutual achievement of the above objectives.

With the foregoing in mind, CAMI expressed a willingness to review, with the Union Committee in advance, all instances where repair and maintenance of machinery and equipment is planned to be performed by outside contractors. As well, CAMI will review with the Union as soon as practicable all instances where, due to unforeseen circumstance or emergencies, work is performed by outside contractors.

CAMI agrees to schedule regular meetings to meet the above commitment. At such meetings, the Union shall be advised of the nature of the work, reasons for the requirement to use outside contractors, the different trades expected to be involved in the work, the start and finish dates of the work (as known) and an estimate of the number of hours required to complete the work. This information shall be provided to the Union in writing.

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provide to the Union not only an opportunity to evaluate the criteria of the proposed contract input into the feasibility of retaining the work. CAMI will give due consideration to the suggestions of the Union before reaching a final decision.

The policy of CAMI is to fully communicate with the Union. CAMI believes that this review will enable the Company and the Union to fully understand CAMI's needs respecting machinery and equipment repair and maintenance and will facilitate the ability of CAMI to understand employees skill levels and training needs of its skilled trades people.



## APPENDIX E

### COST OF LIVING ALLOWANCE

Effective with the date of this agreement, seventy-two cents (\$.72) of the total of seventy-seven cents (\$.77) per hour cost of living allowance payable immediately prior to that date has been included in all Full Base Wage Rates and is included in the Full Base Wage Rates set forth in Paragraph 25.

For rates applicable to Production Associates and Production Team Leaders hired prior to September 18, 1995, who have not yet attained eighteen (18) months of seniority, this adjustment is made after the grow-in percentage has been applied to the Full Base Rates.

For rates applicable to Production Associates and Production Team Leaders hired on or after September 18, 1995, who have not yet attained eighteen (18) months of seniority, this adjustment is made before the grow-in percentage has been applied to the Full ~~Base~~ Rates.

The cost of living allowance payable beginning on the effective date of this agreement will therefore be five cents (5¢) per hour.

This allowance will thereafter be subject to adjustment quarterly on the first Monday of the following months:

December, 1995  
March, 1996  
June, 1996

These adjustments will be in the same amount as generated under the terms of the 1993 GM/CAW Master Agreement.

No COLA adjustment will be made in September 1996. Thereafter, through the termination date of this agreement, additions or subtractions to CAMI COLA will be in the same amount and on the same dates as additions or subtractions to the COLA paid under the terms of the then current GM/CAW Master Agreement (not including any fold-ins to base rate).

# APPENDIX F

## COMPENSATION

The principles set forth below are intended to preserve without change the concepts originally conceived by the parties to establish CAMI compensation levels, while updating the calculations to reflect current wage patterns. The wage rates set forth in Paragraph 25 are derived and adjusted using the following procedure:

1. **Two** reference rates were identified from the GM/CAW Oshawa **Local** Wage Agreements.

Base Rate,

the current rate corresponding to the rate paid **to** the Technician-Production” classification under the **1993** GM/CAW Oshawa Local Wage Agreement.

Base Rate,

the current rate corresponding **to** the “Electrician” classification under the **1993** GM/CAW Oshawa Local Wage Agreement.

2. CAMI Full Base Wage Rates Effective **9-18-95**:

- A. CAMI Production Associate (**P.A.**) Full Base Rate will be equal to:

**P.A. Full Base Rate Effective March 20, 1995**  
**(\$20.48)**

± Base Rate, increase effective October **04, 1993 (\$ .39)**

± CAMI COLA fold-in effective September 18, 1995 (\$ .72)

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**\$21.59**

B. CAMI Production Team Leader Full Base Rate will be equal to:

CAMI P.A. Full Base Rate (\$21.59)

+        \$1.00

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\$22.59

C. CAMI Maintenance Associate (M.A.) Base Rate will be equal to:

M.A. Base Rate Effective March 20, 1995 (\$24.18)

±        Base Rate, increase effective October 04, 1993 (\$.46)

±        Base Rate- special increase effective October 04, 1993 (\$1.10)

±        CAMI COLA fold-in effective September 18, 1995 (\$.72)

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\$25.46

D. CAMI M.A. Team Leader and Shift Engineer Base Rate will be equal to:

M.A. Full Base Rate (25.46)

±        \$0.50

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\$25.96

**E.** CAMI Shift Operator Base Wage Rate will be equal to:

CAMI M.A. Base Rate (\$25.46)

x .97 and rounded to nearest whole cent.

\_\_\_\_\_

**\$24.70**

**3.** CAMI Full Base Wage Rates  
Effective September 16, 1996:

**A.** CAMI P.A. Full Base Rate will be equal to:

P.A. Full Base Rate effective September 18, 1995  
(\$21.59)

± Base Rate increase as effective  
September 19, 1994 (\$ .32)

\_\_\_\_\_

**\$21.91**

**B.** CAMI Production Team Leader Full Base Rate will be equal to:.

CAMI P.A. Full Base Rate (\_\_\_\_\_)

+ **\$1.00**

\_\_\_\_\_

**\$22.91**

C. CAMI M.A. Base Rate will be equal to:

M.A. Base Rate effective September ~~18, 1995~~ (~~\$25.46~~)

± Base Rate, increase as effective September 19, 1994 (\$.37)

± Base Rate, special increase effective September 19, 1994 (\$.10)

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**\$25.93**

D. CAMI M.A. Team Leader and Shift Engineer Base Rate will be equal to:

M.A. Base Rate (\$25.93)

± \$0.50

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**\$26.43**

ED. Shift Operators Base Rate will be equal to:

CAMI M.A. Base Rate (\$25.93)

x .97 (rounded to the nearest full cent)

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**\$25.15**

4. CAMI Full Base Rates Effective  
September 15, 1997
- A. CAMI P.A. Full Base Rate will be equal to:
- P.A. Full Base Rate effective September 16, 1996  
(\$21.91)
- ± Base Rate, increase as effective  
September 18, 1995 (\$21)
- 
- \$22.12
- B. CAMI Production Team Leader Full Base Rate will be equal to:
- CAMI P.A. Full Base Rate (\$22.12)
- + \$0.50
- 
- \$22.62
- C. CAMI M.A. Base Rate will be equal to:
- M.A. Base Rate effective September 16, 1996 (\$25.93)
- ± Base Rate, increase as effective September  
18, 1995 (\$25)
- ± Base Rate, special increase effective  
September 18, 1995 (\$10)
- 
- \$26.28

**D.** CAMI M.A. Team Leader and Shift Engineer Base Rate  
will be equal to:

M.A. Base Rate (\$26.28)

± \$0.50

=====

\$26.78

**E.** Shift Operator Base Rate will be equal to:

CAMI M.A. Base Rate (\$26.28)

x .97 (and rounded to the nearest full cent)

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\$25.49

**5. A.** For Production Associates and Production Team Leaders hired on or after September 18, 1995, Base Rates when hired, and at successive stages of grow-in through seniority, are calculated ~~from~~ Full Base Rates derived in 2, 3, and 4 above, as follows:

85% Base Rate = .85 x Production Associate Full Base Rate

90% Base Rate = .90 x Production Associate Full Base Rate

95% ~~Base~~ Rate = .95 x Production Associate Full ~~Base~~ Rate

85% Base Rate = .85 x Production Team Leader Full Base Rate

90% Base Rate = .90 x Production Team Leader Full Base Rate

95% Base Rate = .95 x Production Team Leader Full Base Rate

In **each case** the result is rounded to the nearest whole **cent**.

- B. For Production Associates and Production Team Leaders hired prior to September 18, 1995, so long as they are receiving less than the Full Base Rate, % Base rates will be calculated as follows =

(Full Base Rate as calculated in subsection A, B, C & D of 2, 3 and 4 above minus \$.72)  
x % adjustment + \$.72

**This** will have the effect of providing the unreduced benefit of the seventy-two cents (\$.72) CAMI Cost of Living Allowance folded into base rates (see Appendix E).

6. A CAMI Technical Recognition Factor of five hundred (\$500.00) dollars will be paid to all Maintenance Associates, Shift Engineers and Shift Operators in the first pay paid in the months of December 1995, December 1996, and December 1997.
7. In the event an employee is promoted from Production Associate to Production Team Leader during the employee's new hire progression period, such employee's Base Rate shall be increased when such employee demonstrates job proficiency as determined by CAMI. Thereafter, such employee's Base Rate will be adjusted according to the Hire Rate progression schedule set forth in 5A above based on the employee's seniority.
8. Maintenance Associates and Production Associates promoted to Team Leader will be given the Team Leader base rate no later than sixty (60) days from date of promotion.



## **APPENDIX G**

### **JOINT HEALTH AND SAFETY COMMITTEE WORKER MEMBER AVAILABILITY**

It is agreed that the following sequence will be used to determine who will represent the employees in regard to situations concerning health and safety.

- 1. REGULAR PRODUCTION**
  - JHSC Worker Member for the Shift
  - Alternate JHSC Worker Member for the Shift
  - Plant Chairperson
  - Individual Designated by the Plant Chairperson
  
- 2. NON-PRODUCTION HOURS**
  - Any one of the JHSC Worker Members or the JHSC Worker Member Alternates that are present, in that order. If none of the above persons are present and immediate Health and Safety Representation is required according to the OHS Act (eg. Work Refusal), the following call in sequence would apply.
    - A) (12:00 A.M. to 4:00 A.M.)**
      - Afternoon shift JHSC Worker Member
      - Afternoon shift JHSC Worker Member Alternate
      - Plant Chairperson
      - Individual Designated by the Plant Chairperson

- B)** (4:00 A.M. to 7:00 A.M.)
- Day shift JHSC Worker Member
  - Day shift JHSC Worker Member Alternate
  - Plant Chairperson
  - Individual Designated by the Plant Chairperson

**C)** HOLIDAYS/ VACATIONS / **WEEKENDS** etc.

- Either JHSC Worker Member
- Either JHSC Worker Member Alternate
- Plant Chairperson
- Individual Designated by the Plant Chairperson

\*

The regular production sequences outlined above assume there is a two shift production operation. In the event that the number of production shifts were to change, the parties agree to modify this sequence in order to meet the needs.

\*

Upon reaching a collective agreement, the CAW National Union agrees to supply CAMI with the names of each of the JHSC Worker Members and their respective Alternates. Should any of the JHSC Worker Members or their alternates change throughout the course of this agreement, the CAW National Union will immediately supply CAMI, in writing, with the name(s) of the new JHSC Member(s) and/or the JHSC Worker Member Alternate(s).

LETTER 1

**ALTERNATIVE METHODS FOR MISSED PAY-  
MENTS UNDER CANADA SAVINGS BOND  
PAYROLL SAVINGS PLAN**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the 1995 Negotiations, the parties discussed the Canada Savings Bond Payroll Savings Plan and current administrative practices under the plan. Although CAMI maintains the right to discontinue the plan, while the plan is in effect CAMI agreed to an alternative method of payment in the event an employee has insufficient earnings to cover the bond payment through payroll deduction. The alternative method of payment will be outlined in a Statement of Understanding which shall be completed by all participants during the application process.

Yours truly,

Ron P. Thachuk  
Manager, Human Resources

**PLACEMENT PROCEDURE FOR DISABLED EMPLOYEES**

CAMIAUTOMOTIVE INC.

September 18, 1995

Mr. Bert Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed a placement process for the accommodation of disabled employees. Both CAMI and the Union acknowledge their obligations to the accommodation of disabled employees.

These agreed guidelines will be followed:

1. The injured worker must report to the CAMI Health Centre, bringing with them all medical notes and documentation with respect to their medical diagnosis and level of disability, and applicable restrictions.
2. Suitable work will be identified according to the steps listed below, and will be offered in accordance with seniority, or \_\_\_\_\_ agreement.

The steps taken to search for suitable work for the disabled employee will be documented by the Placement Coordinator and the EAP/Placement Committee person. When a placement is to be made,

written notification will be provided to the Plant  
**C**

- A The initial search for suitable work (the ability to perform at least 50% of the jobs on the team) will be in the employee's team at the time of the injury. The search expands to the area, the section, the alternate Shift in
4. If unsuccessful in step three, the same **steps** will be followed considering the ability to perform less than 50% of the jobs on the team, but **greater than one job**, commencing with the employee's team at the time of the injury.
5. If step 4 is unsuccessful, the same procedure will be followed considering singular work (singular work being one job on the team).

A Placement Review Committee shall be established. It was agreed that **CAMI** and the Union will each appoint three representatives to the **Committee**. The purpose of the Placement Review **Committee** is to monitor the placement process, and to meet quarterly and as-needed to review placements beyond department level. The **Committee** will decide when singular work should be offered and/or when employees may be placed in the plant without regard to seniority provisions of the agreement, subject to their seniority **being** applicable to a layoff.

If a dispute arises from the process as to the suitability of work offered or **degree** of impairment of an individual, the Placement Review **Committee** will meet to attempt to resolve the dispute. If the Placement Review **Committee** cannot resolve the dispute, the **Committee** may require the employee to attend an Independent **Medical** Examination, the results of which will be binding on the employee, the Union, and the **Company**.

Yours truly,

R. R. Jess  
Vice President, Personnel 95

LETTER 3

**CAMI INITIATED CHANGES OF SHIFT**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations, the Union raised a concern that employees had been required by CAMI to change from one production shift to the other during the week. There was a concern that this can cause the employee to have a "short turnaround" from evening to day shift and generally disrupt the employee's planned activities for the week.

It is herein committed that all such shift changes shall be scheduled to occur at the start of the employees' week except in those circumstances in which the employee agrees to the mid-week change.

Yours truly,

Walt Bordian  
Director, Employee Relations, Security and Safety

**LETTER 4**

**DRUG AND ALCOHOL TESTING**

**CAMI AUTOMOTIVE INC.**

September 18, 1995

Mr. B. Rovers  
National Union **CAW**  
205 Placer **Court**  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations, the parties discussed the issue of drug and alcohol testing in the workplace. Both parties agree that problems of substance abuse are most appropriately handled through some form of Employee Assistance Program. Accordingly, CAMI has committed that a program of drug and alcohol testing will not be undertaken unless required as a result of government legislation.

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 5

**EMPLOYEE'S ELIGIBILITY FOR BEREAVEMENT  
PAY INVOLVING SPOUSAL RELATIONSHIP**

CAMI AUTOMOTIVE **INC.**

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

In order **to** establish an employee's eligibility for bereavement pay in situations involving **a** spousal relationship, the spouse of record will be the person identified to CAMI on the Health Care Coverage Form.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security



**LETTER 6**

**EMPLOYEE PRODUCT PURCHASE PROGRAM**

September 18, 1995

Mr. Mike Reuter  
CAW Local 88

Dear Mr. Reuter:

During the current negotiations, CAMI agreed **to** amend the Employee Product Purchase Program Policy such that CAMI will now pay the dealer service allowance **on** all GM and Suzuki vehicles purchased by a CAMI employee or member of the employee's immediate family, enabling a CAMI employee to purchase any GM vehicle at exactly the same discount price as a General Motors' employee.

CAMI further agreed to schedule information sessions to explain the provisions of the Employee Product Purchase Program to interested employees.

Yours truly,

Ron P. Thachuk,  
Manager, Human Resources

## EMPLOYEE RESIGNATIONS

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During current negotiations the Union **raised** a concern that employees may resign on impulse **as** a result of anger, **stress** or frustration. The Union **requested** that should **an** employee in **such** circumstances regret their decision and desire consideration of reinstatement with full **seniority** that such consideration be given.

It was agreed by the parties that requests for reinstatement of employees in such circumstances would be given consideration by CAMI if made by the employee **within three (3)** days of the original resignation. Such consideration will take into account the circumstances of the resignation. Consideration **will** only be given in situations in which the employee **has** not engaged in misconduct or **failed** in any employment obligation which might otherwise have resulted in the loss of their seniority.

**In** such situations, the employee should meet with the CAMI Manager of Personnel and the Union Chairperson and outline the reasons why reinstatement should occur.

In those instances in which the Manager of Personnel and the Chairperson agree, the employee may be reinstated with full

seniority with no financial liability to CAMI for any period of time not worked by the employee.

It is mutually agreed that the procedure described above is established without prejudice to either party in the application of the terms of the CAMI-CAW Labour Agreement and will not be cited or relied upon by an employee, the Union or CAMI as a basis for any claim.

**Yours** truly,

R. R. Jess  
Vice President, Personnel

## ENVIRONMENTAL COMMITTEE

CAMI AUTOMOTIVE **INC.**

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the **Union** requested the continued opportunity for the **Local 88** Environment Committee to have periodic discussions with members of CAMI management responsible for environmental matters and **concerns**.

**CAMI** agreed that there may be areas of common interest in which joint effort between the parties will be mutually beneficial.

**As** such, it is agreed that a Joint Environmental Committee shall be established at CAMI. The committee will be comprised of two (2) representatives of CAW Local 88 (as identified by the plant Chairperson) and two (2) members of CAMI management. The parties agree that this committee and its functions should not in any way be adversarial and its clear purpose is to promote environmental awareness of all CAMI employees.

The committee shall:

- Meet four (4) times annually at mutually agreeable times, or more frequently as the Committee deems necessary, to review and discuss issues involving the environment recycling and energy conservation which are of concern to CAMI employees.

- Discuss and make possible recommendations regarding possible future environmental recycling or energy conservation programs.
- Promote and support ongoing programs relating to environmental recycling and energy conservation.
- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Be agreed that environmental issues and statistics pertaining to CAMI discussed at this committee are to be held confidential if so requested by any member.
- Be granted such preparation time, prior to each Committee meeting or scheduled activity, as the Committee deems necessary.

It is agreed and understood that CAMI maintains responsibility for the administration and effectiveness of environmental programs, particularly as they relate to satisfying governmental standards and regulations.

CAMI also agrees to provide training for the Union members of the Environmental Committee in order to improve the committee's awareness and understanding of environment recycling and energy conservation matters.

CAMI shall prepare and distribute signed minutes of the Committee's meetings to the Committee members.

CAMI and the Union agree to maintain the current Environmental Committee for the life of the current Labour Agreement.

Yours truly,

R. R. Jess  
Vice-president, Personnel

**EQUITABLE DISTRIBUTION OF OVERTIME  
OPPORTUNITY - PRODUCTION ASSOCIATES**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. **B. Rovers**  
National Union CAW  
205 Placer **Curt**,  
North York, Ontario.

Dear Mr. **Rovers**:

During the current negotiations, CAMI and the Union discussed the practices in the plant for the equitable distribution of overtime opportunities. It was agreed by both parties that the current overtime equalization process is a fair and equitable distribution of overtime opportunities. However, as the result of 3 years of experiences amendments have been made to further improve the process.

It was further agreed that the recorded overtime hours will continue until January 1, 1996. On January 1, 1996 the totals of all Team Members will be adjusted.

For each reference group, the member with the lowest number of hours will be set at zero. The totals for all other members in the group will be lowered maintaining the differences between them.

These key areas became the basis for a set of discussions which led to an overall agreement on the following system as the process for the distribution of overtime as required by Paragraph 46 of the Labour Agreement.

It was agreed that adoption of the following guidelines would take place on October 1, 1995.

**AGREEMENT ON THE EQUITABLE  
DISTRIBUTION OF OVERTIME OPPORTUNITY  
- PRODUCTION ASSOCIATES**

**REFERENCE GROUPS**

Overtime will be distributed for each employee within their reference group. The reference group for a Production Associate will be the team to which they are assigned on a permanent basis, or should he/she be on a temporary assignment of greater than five (5) days, it will be the team to which they are temporary assigned. Team Leaders will be included in their appropriate reference groups.

It is understood and agreed that this process is not practically applied to certain assignments on some teams. **As** such, it shall be necessary, by **mutual** agreement, to identify such assignments with the intent **of** excluding those assignments from the team as a reference group. Special arrangements shall be discussed and agreed **upon** for deciding the applicability of this agreement within a revised reference group for individuals **so** affected.

The reference group (team) shall have a right to work overtime and hence this agreement shall apply when the work is that which is normally performed by the team in the following instances:

1. On Saturday, Sundays and Paid Holidays the reference group selected would be that team which would normally be scheduled to work on the shift in the week of the opportunity. When during the course of the overtime opportunity it becomes necessary to schedule an extension to the overtime opportunity the reference group selected would be those persons who are currently working the overtime opportunity. Such shift extensions would not extend beyond 4 hours into the next shift.

2. **On** evening shift when the shift is extended for the purposes of doing work the reference group normally **performs**.
3. **On the day shift when there is an opportunity to work**  
**Prior to the shift, the reference group selected would**  
**be the group which normally performs the work from**  
**day shift.**

It was agreed that in such instances as CAMI and the Union agree that an employee from outside the reference group worked overtime in violation of the rights of an employee in a reference group, one employee who would have been available to work the overtime shall be compensated for a lost opportunity equivalent to the number of hours worked by the employee outside the reference group.

### **SUPPLEMENTATION**

Occasionally all available members of the reference group have been offered the opportunity to work and the overtime requirement continues to exist. It was agreed that in such instances where it becomes necessary to supplement the reference group, additional employees to be offered the opportunity to work overtime should be identified based on the following, notwithstanding the ability of CAMI to select individuals based on their skill and/or ability to perform the work required:

- (i) on weekends where the reference group **on the shift of the opportunity** has been exhausted, other persons **on the corresponding reference group** on the other shift may be asked, **but only if the overtime opportunity still exists;**
- (ii) on the evening shift (**to** work overtime beyond regular hours), CAMI may offer the overtime to other persons and/or teams on the shift based **on** their ability to perform the work required;



- (iii) on the evening shift from the day shift (to supplement the evening shift), every effort will be made to offer such overtime to those Production Associates assigned to the corresponding team on the day shift.

## **RECORDING/TRACKING**

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the Team Member would have been paid if they had worked. If a Team Member accepts or declines 4 hours at time and a half, they are credited with  $4 \times 1.5 = 6$  hours of opportunity.

Every opportunity made available to an individual shall be recorded, except that no individual shall be charged for the same opportunity more than once. Should an offer to work overtime subsequently be withdrawn, no member of the group shall be charged with having accepted or refused the opportunity.

An opportunity is defined as any situation wherein an overtime premium would be paid under the provisions of Paragraph 30. The opportunity need not be specific to a particular job and/or function.

Team Members will be credited for all overtime hours offered to their reference group whether they are present or not, regardless of the reason, excluding vacation time taken. where only mandatory overtime hours will be recorded. However, it is understood that individual temporarily re-assigned from their reference group for periods of less than five (5) days shall be asked for overtime in their "home" reference group,

A Team Member re-assigned from their reference group, to another reference group for five (5) working days or more, will assume the average number of hours of the group they are assigned to. Upon their return to the original reference group, they will assume the average hours of all the members of the group at the time of their return.

A Team Member unavailable or absent from the group for **five (5)** working days or more, **excluding vacation** will return to the group with the average hours of all the members of the group, or their actual total, whichever is higher, **at the time of their return.**

**In an effort to maintain equitable distribution, if a team member reaches the maximum number of hours worked during a year as per the Employment Standards Act, then all hours that would have been offered to that team member beyond the legislated maximum would be recorded and tracked.**

**Employees called at home for notification to come to work that Same day but who cannot report for work, shall not be credited for such hours. Employees called at home for notification of work on the following day or days will be credited for such hours.**

### **NEW HIRES/TRANSFERS TO A NEW GROUP**

A Team Member joining a group as a new hire, or as the result of a reassignment or posting, will be allotted the average number of hours shared by all members of the reference group at the time they join the group.

**A Team Member joining which had not previously existed, alone with other new Team Members, will have all hours carried from their previous group allocated to zero (0) hours.**

### **MUTUAL EXCHANGES OF SHIFT**

Team members on another team and therefore in another reference group as a result of a mutual exchange of shift shall assume the recorded numbers of hours total of the individual with whom they have exchanged.

**All hours offered, whether accepted or declined, shall show as have been offered had they been present.**

## RECORDING NEAR END

On October 1, 1996 and on that date of each year thereafter, the totals for all Team Members will be adjusted. For each reference group, the member with the lowest number of hours will be set at “zero”. The totals for all of the other members in the group will be lowered maintaining the differences between them.

## EQUITABLE DISTRIBUTION

Every effort will be made to keep the highest and lowest numbers of hours of opportunity in each reference group as close as possible. A tracking form has been developed for use in recording opportunity. It is a daily recording of all hours of overtime accepted and declined with totals being carried over to the next week. The Area Leader shall update the sheet on a weekly basis and the sheet for each reference group shall be posted in the team area. It is agreed that problems may be best avoided through the updating of the overtime records on as frequent a basis as possible.

It was discussed and agreed that the effective management of overtime opportunities was required in order to prevent large discrepancies of opportunity within the reference group. It was agreed that one such method would be the offering of overtime in a manner consistent with keeping the hours of opportunity between team members on the reference group as close as possible. However, should the difference between the highest and lowest numbers in a reference group become greater than a thirty-six (36) hour (adjusted) gap, the member(s) of the group outside the gap at the lower end shall have recourse to bring this to the Area Leaders' attention. Upon such notice by a member of a reference group and should the Area Leader be in agreement, the Area Leader shall record the date of such notice on the overtime records in the team area and will maintain the records for possible future reference. Within thirty (30) days from that time, excluding any vacation time a member(s) of the group who has so notified the Area Leader shall be offered opportunity to work overtime sufficient

to bring them within thirty-six (36) hours (adjusted) of the member of the group with the highest recorded opportunity. Should such a team member at any time within the thirty (30) day period accrue such opportunity as to be within the gap, the concern of the employee shall be considered resolved.

Failure to bring such a member of the group within the gap in the thirty (30) day period shall be cause for the member of the group to be compensated for the number of hours by which the group member is over the gap at the end of the thirty (30) day notice period.

#### NOTICE

CAMI acknowledges that Team Members who are offered the opportunity to work overtime should be given as much notice as is practical so that they can make any personal arrangements that may be necessary.

It is not intended that these guidelines will circumvent the requirement of each Team Member to work 8 hours of overtime per week as provided for in the collective agreement (Par. 33). It is understood that these guidelines are intended to facilitate the equitable distribution of the opportunity to work overtime.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 10

EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITIES - PRODUCTION SUPPORT GROUP

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the practices in the plant for the equitable distribution of overtime opportunities for the Production Support Group. It was agreed that due to the unique structure of the Production Support Group and the varied nature of their work assignments, that overtime distribution as specified in Letter 9 - Equitable Distribution Of Overtime Opportunity - Production Associates was not applicable to the Production Support Group.

It was agreed however, that a process should be put into place, to ensure the equitable distribution of overtime opportunities within the Production Support Group. It was agreed that such a process would have to be structured without affecting the flexibility of assignments for the Production Support Group between teams, areas, sections and shifts. In order to facilitate this, the following process was agreed to.

It was agreed that adoption of the following guidelines would take place on October 1, 1995 and that to facilitate the startup

of the system that all Production Support Group members would be zero (0) hours.

It was further agreed that the recorded overtime hours will continue until January 1, 1996. On January 1, 1996 the totals of all Team Members will be adjusted.

For each reference group, the member with the lowest number of hours will be set at zero. The totals for all other members in the group will be lowered maintaining the differences between them.

These key areas became the basis for a set of discussion which led to an overall agreement on the following system as the process for the distribution of overtime as required by Paragraph 46 of the Labour Agreement.

#### REFERENCE GROUPS

Overtime will be distributed for each employee within their reference group. The reference group for a Production Support Group member will be the Production Support Group in a section to which they are assigned, or in the event that they should be temporarily assigned to a team for greater than five (5) days, it will be the team to which they are temporary assigned.

It is understood that the provisions pertaining to temporary assignments are not intended to apply to PSG assigned individuals.

#### SUPPLEMENTATION

Occasionally all available members of the reference group have been offered the opportunity to work and the overtime requirement continues to exist. It was agreed that in such instances where it becomes necessary to supplement the reference group, PSG members may be asked to work such overtime when doing so does not infringe the rights of other individuals as specified in Letter 9 - Equitable Distribution Of Overtime Opportunities - Production Associates, as it relates to reference groups and supplementation.

## RECORDING/TRACKING

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the Production Support Group Member would have been paid if they had worked. If a PSG member accepts or declines 4 hours at time and a half, they are credited with  $4 \times 1.5 = 6$  hours of opportunity.

Every opportunity made available to an individual shall be recorded, except that no individual shall be charged for the same opportunity more than once. Should an offer to work overtime subsequently be withdrawn, no member of the group shall be charged with having accepted or refused the opportunity.

An opportunity is defined as any situation wherein an overtime premium would be paid under the provisions of Paragraph 30. The Opportunity need not be specific to a particular job and/or function.

PSG members will be credited for all overtime hours offered to their reference group whether they are present or not, regardless of the reason, excluding vacation time taken, where only mandatory overtime hours will be recorded.

A PSG member re-assigned from their reference group, to another reference group for five (5) working days or more, will assume the average number of hours of the group they are assigned to. Upon their return to the original reference group, they will assume the average hours of all the members of the group at the time of their return.

A PSG member unavailable or absent from the group for five (5) working days or more, excluding vacation will return to the group with the average hours of all the members of the group, or their actual total, whichever is higher, at the time of their return.

In an effort to maintain equitable distribution, if a team member reaches the maximum number of hours worked during a year as

per the Employment Standards Act, then all hours that would

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maximum would be recorded and tracked.

Employees called at home for notification to come to work that same day but who cannot report for work, shall not be credited for such hours. Employees called at home for notification of work on the following day or days will be credited for such hours.

#### NEW HIRES/TRANSFERS TO A NEW GROUP

A Team Member joining the Production Support Group as a new hire, or as the result of a reassignment or posting, will be allotted the average number of hours shared by all members of the reference group at the time they join the group.

#### MUTUAL EXCHANGES OF SHIFT

PSG members on another shift and therefore in another reference

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recorded numbers of hours total of the individual with whom they have exchanged.

All hours offered, whether accepted or declined, shall show as being credited against the total for the individual who would have been offered had they been present.

#### RECORDING NEAR END

On October 1, 1996 and on that date of each year thereafter, the totals for all PSG Members will be adjusted. For each reference group, the member with the lowest number of hours will be set at "zero". The totals for all of the other members in the group will be lowered maintaining the differences between them.

#### EQUITABLE DISTRIBUTION

Every effort will be made to keep the highest and lowest numbers of hours of opportunity in each reference group as close as possible. A tracking form has been developed for use in



recording: opportunity. It is a daily recording of all hours of overtime accepted and declined with totals being carried over to the next week. The Assistant Manager or designated Area Leader shall update the sheet on a weekly basis which shall be posted in designated areas. It is agreed that problems may be best avoided through the updating of the overtime records on as frequent a basis as possible.

It was discussed and agreed that the effective management of overtime opportunities was required in order to prevent large discrepancies of opportunity within the reference group. It was agreed that one such method would be the offering of overtime in a manner consistent with keeping the hours of opportunity between group members on the reference group as close as possible. Should the difference between the highest and lowest numbers in a reference group become greater than a thirty-six (36) hour (adjusted) gap, the member(s) of the group outside the gap at the lower end shall have recourse to bring this to the Assistant Manager or designated Area Leaders' attention. Upon such notice by a member of the Production Support Group and should the Assistant Manager or designated Area Leader be in agreement, the Assistant Manager or designated Area Leader shall record the date of such notice on the overtime records in the designated areas. Within thirty (30) days from that time, a member(s) of the group who has so notified the Assistant Manager or designated Area Leader shall be offered opportunity to work overtime sufficient to bring them within thirty-six (36) hours (adjusted) of the member of the group with the highest recorded opportunity. Should such a team member at any time within the thirty (30) day period accrue such opportunity as to be within the gap, the concern of the employee shall be considered resolved.

Failure to bring such a member of the group within the gap in the thirty (30) day period shall be cause for the member of the group to be compensated for the number of hours by which the group member is over the gap at the end of the thirty (30) day notice period.

NOTICE

CAMI acknowledges that Team Members who are offered the opportunity to work overtime should be given as much notice as is practical so that they can make any personal arrangements that may be necessary.

It is not intended that these guidelines will circumvent the requirement of each Production **Support** Group Member to work 8 hours of overtime per week as provided for in the collective agreement (Par. 33). It is understood that these guidelines are intended to facilitate the equitable distribution of the opportunity to work overtime.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 11

## HOLIDAY PAY QUALIFIER - MATERNITY/ PARENTAL LEAVES

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

This letter will confirm that it is our intent effective October 19, 1992, subject to the conditions outlined below, to pay Holiday Pay to an individual whose maternity or parental leave expires on the Sunday immediately preceding a Paid Holiday and who would have been available to return to work on the date of that Paid Holiday other than for the fact that work was not scheduled.

The individual will be eligible to receive eight hours pay at the employee's straight time rate (Base Compensation Rate plus Cost-of-Living Allowance) ~~for~~ **such** paid Holiday if: (i) the individual works his or her **last regularly scheduled** workday immediately preceding the maternity and/or parental leave and, (ii) if the individual works the regular work day immediately following the Paid Holiday.

For example, if an employee is on a maternity leave that expires on the Sunday immediately preceding a holiday Monday, the employee will *qualify* for eight (8) hours of holiday pay if: (i) she worked her last regularly **scheduled** work day prior to commencing her **maternity** leave of absence and (ii) she worked the **regular work** day on the Tuesday following the holiday Monday. If on the other hand, the Paid Holiday had been on the Friday, and as such, had fallen within the Leave of **Absence period**, the employee would not be eligible for Holiday Pay unless the **person** could meet the provisions of Paragraph 31 of the Collective Agreement.

Yours **truly**,

R.R. Jess  
Vice-president, Personnel

## HOURS OF WORK AND MANDATORY OVERTIME NOTIFICATION

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
CAW Local 88

Dear Mr. Reuter:

During the current negotiations, CAMI and the Union agreed to continue the practice of scheduling mandatory overtime requirements on a four (4) ten (10) hour per day (Monday to Thursday) and one (1)eight (8) hour day (Friday) per week as qualified below.

The following procedure will be followed with respect to consulting with the Union Committee regarding the most acceptable schedule, and providing maximum notice to the employees who will be required to work.

- i) On or about the 15th of each month, Production Management will provide a tentative production schedule for the following month outlining the number of units scheduled for each product and shift with the corresponding shift schedule including mandatory overtime. The memorandum will be signed by the VP/ Director of Production and Union Chairperson and posted in all departments.
- ii) Production Managers will be responsible for consulting with the Union and notifying employees of the daily changes to the tentative production schedule to accommodate such unforeseen production items as

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production inefficiencies, parts shortages and equipment breakdown, etc. The Production Manager, after advising the appropriate In-Plant Committee Union Representative, will notify in writing any daily changes in the production schedule by posting said notification(s) at the Main Gate - both ground and mezzanine levels as well as at the North and South Gates according to the following notification procedure.

- by 10:00 p.m. - Thursday - following - Monday  
Hrs of mandatory OT
- by 10:00 p.m. - Friday - following - Tuesday  
Hrs of mandatory OT
- by 10:00 p.m. - Monday - following - Wednesday  
Hrs of mandatory OT
- by 10:00 p.m. - Tuesday - following - Thursday  
Hrs of mandatory OT
- Friday No mandatory OT

\*\*If Company and Union agree to schedule a mandatory Saturday notification will be by noon

-Friday -following - Saturday  
Hrs of mandatory OT

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

**JOINT EMPLOYMENT EQUITY COMMITTEE**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations the parties reaffirmed their commitment to ensure the provisions of the Collective Agreement are applied to all employees without regard to age, marital status, gender, race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap, or other such factors as set forth in the Ontario Human Rights Code.

In addition, CAMI affirmed its support of employment equity principles and the need to create an environment conducive to the advancement of designated group members. While recognizing that it is the right of Management to hire, assign, and promote the most qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to undertake certain joint activities to further support the participation of designated group members in our workforce.

The structure of the committee will be three (3) representatives from the Union and three (3) representatives from CAMI. The Union representatives will be the Chairperson, one (1) Committeeperson, one (1) Bargaining Unit employee as appointed by the Union. The CAMI representatives will be the Manager of Human Resources, a Human Resource Representative and a

representative from Production Management. Each party will ensure that one of their members is a designated group member.

Accordingly, CAMI agrees to continue to maintain the Joint Employment Equity Committee. The Committee, at a minimum, will meet quarterly, or function on an “as needed” basis. The responsibilities of the Committee will include, but not be limited to: the task of collecting workforce information, reviewing employment policies, engaging in outreach recruitment activities, assisting in the development of an employment equity plan, and identifying other appropriate employment equity initiatives.

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 14

JOB SECURITY

CAMI AUTOMOTIVE INC.

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

This will confirm the understanding reached between CAMI and the Union in situations where the Company makes a decision which impacts employment and the action results in potential permanent job losses.

These permanent job losses are those occasioned by specific actions taken by the Company. The introduction of new technology, outsourcing, sale of part of the Company or consolidation of operations are actions that would be covered by this agreement. This agreement is not applicable to normal cyclical fluctuations in scheduling and market demand, and production standards adjustments, nor does it replace the ongoing discussions which normally occur at the local level concerning such events.

The parties agreed that when management is considering the implementation of restructuring actions that would result in employees being permanently laid off, management will give written notice to the Chairperson of the Local Union, with a copy to the National Union CAW representative. In the case of a plant closure, the notice will be given six (6) months in advance and in the case of a potential permanent job loss, in situations related to a restructuring, a three (3) month notice will be given. The information supplied to the Union will include the number



of employees who could potentially be impacted and the rationale for the decision.

This information will be considered confidential and will be for the use of the parties in conducting discussions under the provisions of this agreement.

It is also understood that there are occasions such as when a sale of part of the Company or job loss related to other restructuring is being contemplated, that it may not be practical to adhere to the above time limits. Actions related to the installation of new equipment as a result of a machine breakdown or plant rearrangement necessitated as a result of an Act of God or other causes beyond the control of the Company were identified as examples. In such instances the Company will advise the Union as far in advance as possible of the pending action and will provide the reasons why the full notice period cannot be met. In such cases, every consideration will be given to delaying the implementation of the action until such time as the notice period has been fulfilled. This commitment is made, giving full recognition that plant operational effectiveness, the degree to which Company resources can be allocated to further capital expenditures and changes which enhance job opportunities and the long-term viability of the unit are important considerations that must be assessed.

Following the issuing of the notice, the parties will meet to discuss opportunities to retain or replace the jobs which are being discontinued, with the objective of the parties being the retention of the jobs in question. The Union will have thirty (30) days from the date of notice to make proposals regarding the retention or replacement of the jobs in question.

If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the required reductions. It was agreed that notwithstanding the provisions of the Labour Agreement, the following process will be implemented and the benefit entitlements will be provided under two separate situations.

1) Restructuring actions resulting in permanent reduction of the workforce.

2) T

The separate situations are detailed as follows:

Restructuring

In the event management decides that workforce reduction resulting in permanent job loss as a consequence of restructuring actions cannot be accomplished on a timely and efficient manner through normal attrition, the following steps will be taken,

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and for Maintenance Associates by trade.

1) Employees with less than one year of seniority will be placed on layoff.

2) If the number of jobs losses exceed number (1) employees will be offered, by seniority, the opportunity to apply for Voluntary Termination of Employment Payment (VTEP).

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Agreement will be implemented.

Plant Closing

Employees who have five (5) or more years of seniority will be eligible for a Voluntary Termination of Employment Payment (VTEP)

Yours truly,

R.R. Jess

Vice-president, Personnel

LETTER 15

## MUTUAL EXCHANGE OF SHIFT

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations CAMI and the Union discussed the guidelines which have been developed by the parties concerning the application of the provisions pertaining to the mutual exchange of shifts under Paragraph 33 of the Labour Agreement.

One specific concern which was discussed involved the ability of two (2) members of the corresponding team on opposite shifts to change their regular shift assignment with the approval of the respective Area Leaders. It was agreed that in such instances as two employees wish to exchange shift assignment on the corresponding team on opposite shifts, they may make such a request to the respective Area Leaders. Should the Area Leaders approve, such a change may be implemented without the exchange being considered as the filling of openings under Paragraph 22 of the agreement. No employee affected by such a change may elect to return to their original shift without exercising a right under Paragraph 22 or by implementing such an arrangement as that already described herein.

The guidelines for Mutual Shift Changes of a temporary nature are listed below.

## GUIDELINES FOR MUTUAL SHIFT CHANGES

- 1) Employees who wish to undertake a Mutual Shift Change bear full responsibility to make all necessary arrangements in connection with such changes.
- 2) The employees involved must submit the Mutual Shift Change Request to their respective Area Leaders at least three (3) working days in advance of the effective date of such change, except in the case of an emergency, when no less than one (1) working day notice must be given to the Area Leaders to allow for approval.
- 3) The change of shift is restricted to employees working on the same team on the opposite shift (or in some cases to employees engaged in similar work on the opposite shift), where the employees have relatively the same skills and abilities to perform the work required.
- 4) The Mutual Shift Change will be for the period specified with a maximum duration of one year. If the employee(s) wish(es) to continue the change they MUST re-submit their request for approval at least two (2) weeks prior to the expiration of the current Mutual Shift Change. The maximum length for each subsequent change shall be one (1) year.
- 5) Both CAMI and the Union agree that a reasonable amount of time should be required for individuals to rest between **shifts**. Reasons include employee safety, alertness and the safety of others. Keeping this in mind, both parties agree that there should be a minimum period of six (6) hours between switches of shift as a general guideline when administering this program.
- 6) If one of the employees involved in the Mutual Change becomes unavailable for work, or is unable to perform

the duties required for a period in excess of one (1) week the Mutual Shift Change may be cancelled. **When** cancellation of a Mutual Shift Change becomes necessary, employees will be notified by their Area Leaders of the effective date and reason of cancellation. If such a situation develops, and the other employee wishes to continue the Mutual Shift Change, that employee must find some other employee who wishes to change shifts and re-submit a new request.

- 7) In the instance where an employee involved in a Mutual Shift Change is reassigned through the application of Paragraph 22 of the Collective Agreement, the Mutual Exchange of Shift shall be cancelled.
- 8) Shift Premiums available to employees during periods of Mutual Shift Change shall be dealt with as follows:
  - a) in instances of Mutual Shift Changes of less than one complete pay period (one day or more) no payroll adjustments shall be made.
  - b) in instances of Mutual Shift Changes for one (1) full pay period (Monday to Sunday) or more, the Area Leaders involved will code these exceptions on the appropriate time sheets.

Yours truly,

R. R. Jess  
Vice-president, Personnel

LETTER 16

## NEW HIRE ORIENTATION

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the Union expressed a desire to increase their participation in the orientation training provided to new employees by increasing the time available to the Local Union.

The Union stated that the intent would be to include such topics as the history of the CAW, the local union structure, some relevant benefits and health and safety comments and the problem resolution process at CAMI. CAMI was assured by the Union that the training would be both positive and productive.

CAMI agreed to consider the expansion of the component of the training done by the Union based on the development of a mutually acceptable standardized training package. It was suggested that a videotaped format may be most appropriate for this training. Such training would not exceed ninety (90) minutes. All such training shall be performed by a Union Committee person on day shift at the time.

Yours truly,

R. R. Jess  
Vice-president, Personnel

LETTER 17

## **NORTH/SOUTH GATE**

September 18, 1995

Mr. M. Reuter  
Local 88 CAW

During the current negotiations, the parties discussed the importance of making the workplace as accessible as possible to the employees.

The North and South employee entrance gates will be opened during the week at shift changes to accommodate a substantial number of employees.

On Saturday, Sunday and paid holidays the employee entrance gates will be opened for employees entering and exiting the plant when a substantial number of employees are working overtime.

This letter does not apply during CAMI's vacation shutdown period.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

## **OVERTIME OPPORTUNITIES FOR SPECIALTY REPRESENTATIVES**

CAMI AUTOMOTIVE **INC.**

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the availability of overtime opportunities for the "specialty" Union representatives (Employee Assistance / Substance Abuse / Placement Committeeperson, Benefits Committeeperson, Production Standards Committeeperson and JHS Committeeperson). The Union was concerned that should the only overtime available to these persons be those opportunities identified in Paragraph 9 of the agreement, employees accepting these positions could be disadvantaged.

It was agreed between the parties that as a general principle, no person should be advantaged or disadvantaged as the result of accepting a representational position.

The parties agreed *to* mutually determine a process by which a periodic assessment would be made to compare the representational overtime opportunity made available to these persons related to their regular teams.

It was understood that should the specialty representatives, over a period of time, have a reduced level of opportunity, some mutually acceptable arrangement would be considered to provide



additional overtime opportunities. **Such** an arrangement could include the provision of overtime opportunity on the regular team or in a representational capacity.

Yours truly,

**R. R. Jess**  
Vice-president, Personnel

LETTER 19

## PAID EDUCATIONAL LEAVE PROGRAM

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers;

Effective October 2, 1995 CAMI agrees to pay into a special fund three (3) cents per hour per employee for the total number of hours for which employees shall have received pay from CAMI, for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union Functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. - Canada, and sent by CAMI to the CAW Paid Education Leave Training Program Trust Fund, P.O. Box 897, Port Elgin, Ontario N0H 2C0. Such monies will be paid into a paid trust but segregated for use of CAMI employees only.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. The Union agrees to give CAMI at least thirty (30) days notice prior to an employee leaving on the Paid Education Leave Program.

Employees on paid leave will continue to accrue seniority and benefits during such leave.

Yours truly,

R.R. Jess  
Vice President, Personnel

**PAY ARRANGEMENTS FOR UNION LEAVES OF ABSENCE**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

During current negotiations, the Union requested that CAMI continue to pay employees while on Union Leaves of Absence, with the understanding that all resulting expense will be billed by CAMI to **Local 88** on a monthly basis.

CAMI expressed **concern** that such a procedure would increase the Company's Workers' Compensation **liabilities** relative to employees who might be injured while being paid by CAMI, even though not engaged in **activities** on CAMI's **behalf**. However, assurances have **since** been received from the Workers' Compensation **Board** that such **liability can be assumed** by the Local 88 under the circumstances **proposed** by the Union.

Based on **this** assurance, **and** on the understanding that the Union does assume the Workers' Compensation liability for employees while on Union Leave of Absence, CAMI **commits** to undertake such a system **as soon as** administrative procedures, satisfactory to **both** parties, **can** be established.

It is acknowledged by the Union **that this** procedure will not be extended to cover **any** CAMI employee who is on a full-time assignment with the Union.

Yours truly,

R. R. Jess  
Vice-president, Personnel

**PRODUCTION LINE SPEEDS**

**CAMI AUTOMOTIVE INC.**

September 18, 1995

Mr. B. Rovers  
National Union **CAW**  
205 Placer Court,  
North York, Ont.

Dear Mr. Rovers:

During the current negotiations, the Union raised concerns that in some instances, the conveyor line speeds had been increased to make up for lost production thus requiring employees to work at a higher than expected level of effort.

CAMI responded that the speed of such lines will not be increased beyond the level for which they are adequately staffed for the purpose of making up lost production.

**CAMI** noted that increased awareness by all parties on the determinants and process by which **CAMI** production linespeeds are established would be useful, and a joint education process should be undertaken. In addition, it was suggested that alternative methods are utilized in other environments which have a proven record in eliminating confrontation around linespeed issues. It was agreed by the parties that a joint effort should be undertaken at an early opportunity to investigate and assess whether such an approach would be appropriate at **CAMI**.

Yours truly,

R. R. Jess  
Vice-president, Personnel

## PRODUCTION STANDARDS

CAMI AUTOMOTIVE INC.

September 18, 1995

**Mr. B. Rovers**

National Union CAW

205 Placer Court

North York, Ont.

Dear Mr. Rovers:

During the current negotiations the Union raised a number of concerns involving production standards. CAMI assured that when production standards are established by whatever method CAMI may select, it shall do so on the basis of fairness and equity and shall recognize the efficiency of operations and the reasonable working capacity of a normal experienced employee to safely produce quality work, following standardized work, in the manner that CAMI prescribes. Model mix shall be taken into account in establishing and changing production standards.

CAMI and the Union agreed that the system to resolve disputes would be jointly monitored and areas of improvement discussed so that concerns arising from production standards would be resolved in a timely manner. This matter would be facilitated through mutual discussions of the Industrial Engineering Group and the Production Standards Committeeperson.

The parties also agree that employees should have some means available to raise and have concerns addressed as they relate to production standards, which shall be a :

Time Standards Dispute Mechanism

The following mechanism to resolve disputes shall be applied where the weighted time average for a job station is greater than 95% of the line speed or where a specific element is missing or in error in the study.

The Team Leader and Area Leader shall be responsible to verify the sequence of operations is correct and all work elements are accounted for. The five (5) step procedure will be utilized for all disputes (direct labour). All other concerns arising, not related to time studies, will be referred to the Area Leader for appropriate response and involvement of resource support groups.

1. The team member(s) will inform the Team Leader of the concern and review the method and sequence of operations using the time studies which are available.
  - a. The team member(s) shall follow standardized work before proceeding with the concern.
  - b. The specifics of the concern will be provided with direct reference to the time study. The concern will be documented on a "Time Standard Dispute Form". The form shall be submitted along with the time study and specifics to the Area Leader.
  - c. The team member(s) and the Team Leader shall take every effort to make improvements and correct the concern. All improvements to the process and the workstations, will be documented on the dispute form before proceeding.
2. The Team Leader will contact the Area Leader who shall confirm standardized work has been followed. In the event standardized work has not been followed, the concern will be returned to the team before proceeding. The Area Leader shall utilize the necessary resource groups to evaluate and resolve the concern at this stage.

If not resolved, the Area Leader will contact the Industrial Engineering group and inform the Production Standards

Committeeperson of the concern. The Area Leader and the Assistant Manager will address process capability to within the allotted time standard (ie. use of the andon system or provide assistance to the process. etc.). if necessary. Upon receipt of the dispute form, the Area Leader shall have three (3) working days to complete this

3. The Industrial Engineering group will begin investigation upon receiving the dispute form. The dispute form shall be accompanied with a copy of the time study outlining the specifics of the dispute.
  - a. Industrial Engineering will review and confirm the standard. If the standard is accurate and below the 95% of the line speed, the dispute will be considered resolved.
  - b. If the standard has changed, the time study will be revised and a new standard will be set. Team Leader and Area Leader involvement may be required during the revision.
4. Upon receipt of the dispute form, the Industrial Engineering Department shall have ten (10) working days to review or revise the time standard. The Area Leader will be responsible to ensure communication of the findings to the team member(s), Team Leader and Production Standards Committeeperson.

In the event of a revision to the process, the supporting standardized work documentation shall be revised with all changes logged and submitted through the Process Change Request Form to Industrial Engineering.

When the new time standard is below 95% of the line speed, the concern will be considered as resolved. If the new time standard exceeds 95% of the line speed, the process will continue to the next step.

If the team member(s) does not agree with the new revised time standard, the Area Leader, the Production Standards Committeeperson and the Senior Industrial Engineer will review the merits of the dispute by examining the job in detail, at the work station, if required. The best efforts of the Company and the Production Standards Committeeperson shall be employed in resolving the dispute at this time. The Senior Industrial Engineer and the Production Standards Committeeperson will provide recommendations to improve the work stations, to resolve the dispute.

5. The team member(s), Team Leader and Area Leader shall take every effort to make improvements and correct the concern to the allotted time standard requirements. The Area Leader and Assistant Manager will ensure process capability to within time standard requirements by providing assistance or use of the andon system if required. The process to correct and resolve the concern shall not exceed thirty (30) calendar days upon receipt of the dispute form. If the matter is then not resolved at this point, a written grievance signed by the Team Member(s) may be filed.

Further, CAMI and the Union agreed that time studies will be provided to the Production Standards Committeeperson upon request, however, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration.

It is mutually agreed upon that the Production Standards Committeeperson will jointly work with the Industrial Engineering group to enhance his/her knowledge and skills in methods improvement, and the application and development of time standards.

It is mutually agreed upon that the Production Standards Committeeperson shall represent employees in disputes under the procedures outlined and in such disputes.



provide recommendations for resolution, taking into consideration the work elements of the job and that standardized work has been followed.

The Production Standards Committee person shall be certified in the M.O.S.T. system. The training will be provided through the Industrial Engineering group. In addition, the Production Standards Committee person will receive training at CAMI in Kaizen and Standardized Work to gain an understanding of the systems employed at CAMI.

Yours truly,

R.R. Jess

Vice-president, Personnel

## PRODUCTION SUPPORT GROUP

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the parties identified several key concepts and considerations which would be critical to the attainment of their mutual goal of restructuring the Production Support Group effective January 1, 1996. These included:

1. Production Support Groups (P.S.G.) will be allocated to the Production sections as follows:

<u>Stamping</u>	<u>One (1) P.S.G. per shift</u>
<u>Welding</u>	<u>Two (2) P.S.G. per shift, one (1) Car side, one (1) Truck side</u>
<u>Paint</u>	<u>Two (2) P.S.G. per shift</u>
<u>Assembly (Car)</u>	<u>Three (3) P.S.G. per shift</u>
<u>Assembly (Truck)</u>	<u>Three (3) P.S.G. per shift</u>
<u>Quality Control</u>	<u>One (1) P.S.G. per shift</u>
<u>Material Handling</u>	<u>One (1) P.S.G. per shift</u>

2. Seniority will play a role in the initial staffing of the P.S.G. and in subsequent increases and reductions in the size of the group when necessary. The current active members of the P.S.G. will be canvassed (on a one time basis) "high

seniority volunteer - low seniority force”, to remain in the P.S.G. or where there is more than one (1) P.S.G. in the section, to remain in the P.S.G. of their choice, based on their ability to perform the work at the time of the census. Those individuals lacking the seniority to be retained in the P.S.G. within their section shall have the option of instead displacing the junior individuals in the section, seniority permitting. The individuals so displaced will be reassigned to the Supplemental Group. The initial staffing procedure will be implemented by January 1, 1996.

3. After the initial staffing described above, openings and reductions within the P.S.G. will be accordance with the provisions of Paragraph 22 of the Labour Agreement.
  - (i) When it is necessary to reduce the P.S.G. in an area within the section, the junior production associates in the P.S.G., on the combination of shifts, will be reassigned. Those production associates so designated for reassignment from the P.S.G. shall be provided an opportunity to displace the junior production associate(s) (including Team Leaders) in the section who will then be reassigned to the Supplemental Group.
- (4) In those sections with more than one (1) P.S.G., CAMI will assign each a primary area of responsibility. However, it is recognized and agreed that it may be necessary to assign production associates from one P.S.G. area to tasks normally performed by production associates from another P.S.G. area.
- (5) Provisions of Paragraph 22(a) as they pertain to temporary assignments shall not apply to the P.S.G.
- (6) For purposes of overtime, each P.S.G. will be considered as a separate reference group. The provisions of Paragraph 46 and Letter 10 shall apply.

- (7). CAMI will establish, on a plant-wide basis, a Supplemental Group (S.G.) to which the following will apply:
- (i) The function of the Supplemental Group shall be to augment, as required, the P.S.G. in the performance of its duties.
  - (ii) For purposes of overtime, Supplemental Group production associates shall supplement the P.S.G. reference group(s) within their section.
  - (iii) Production associates assigned to the Supplemental Group shall have right of recall to openings within their former section for a maximum period of six (6) months. In the event that it is necessary to add headcount to the section, such individuals will be assigned to the existing vacancies by high seniority volunteer - low seniority force. Should the opening within the section be on either a repair or check team, CAMI will afford the Union an opportunity to provide input before a final decision is made.
- (8) The parties recognized that determination of the size of both the P.S.G. and Supplemental Groups would be a matter for further discussion outside the scope of the current Labour Agreement negotiations. As a result, it was agreed that the Plant Chairperson, four (4) Committee persons and the Director of Employee Relations would meet with senior Manufacturing representatives within thirty (30) days of the effective date of the current Labour Agreement to review the requirements of each section. The parties also agreed to schedule such additional meetings as may be required to review matters arising from the implementation of the restructured P.S.G and the Supplemental Group.

Yours truly,

R. R. Jess  
Vice-president, Personnel

## QUALITY

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, both CAMI and the Union raised a number of concerns about quality. CAMI requested that the Union recognize an obligation to work together to encourage employees to make efforts to improve all aspects of the operation, especially with respect to quality.

The Union expressed a concern that some employees may be reluctant to utilize the andon system to identify quality problems.

CAMI stated that the establishment and maintenance of **high quality** standards are essential to the future **viability** of the **business**. Such standards are best satisfied through the achievement of quality in **process** at each work station. One method of ensuring quality leaves the work station is the proper and effective use of the andon system. CAMI **assured** the Union that no employee would be subject to discipline for the appropriate use of the andon system.

The commitment of all employees is essential to achieve improving **quality**, productivity and continuity in the production process. CAMI remains **committed** to supporting the efforts of all of the employees in meeting these objectives.

Yours truly,

R. R. Jess  
Vice-president, Personnel

**RECOVERY OF OVERPAYMENTS AND  
MANUAL CHEQUES**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the importance of paying employees in a prompt and equitable manner.

In the event an employee receives an overpayment, the following procedure will be followed. No deductions to recover overpayments from an employee's wages will be made unless the employee is first notified in writing. The notice will specify the amount of the overpayment and the amount of each deduction to recover the overpayment. The recovery of the overpayment will be deducted from the employee's next pay up to an amount of four (4) hours pay at the straight time. If the amount is greater than four (4) hours pay at the straight time rate, then that amount will be deducted from the next pay period and then a maximum amount of one hundred dollars (\$100.00) from each subsequent pay period thereafter until the full amount is recovered. No repayment shall be required if notice has not been given within one hundred twenty (120) days from the date of the overpayment, except that no such time limitation shall be applicable in cases of fraud or wilful misrepresentation.

In the event an employee receives less than the proper amount of pay for the previous week's work, the following procedure will apply:

- (i) If the amount owed is equivalent to 2.1 hours, or more, at the straight time rate, the employee will receive a manual cheque.
- (ii) If the amount owed is equivalent to 2.1 hours, or less, at the straight time rate, the employee will receive payment on the direct deposit for the next regularly scheduled pay period.
- (iii) If the amount owed under (ii) above is not paid as set forth, then the team member will receive a manual cheque provided he/she has submitted a written request to the Employee Relations Dept.

Full recovery will be made immediately on the next pay period for overpayments related to the Christmas-New Year period and any payroll estimates made in connection with this period.

Yours truly,

R. R. Jess  
Vice-president, Personnel

LETTER 26

**SPECIAL PAYMENT CHRISTMAS BONUS**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Rovers:

During current negotiations, CAMI agreed to pay employee five hundred dollars (\$500) Special Payment. This amount will be payable in December in each year of the current Labour Agreement with eligibility based upon working 1000 hours in the preceding 52 week period. If the employee works less than 1000 hours their Special Payment should be reduced by five (5%) percent for each fifty (50) hours by which the employee failed to work the minimum hours.

Yours truly,

R.R. Jess  
Vice-president, Personnel



## TEAM RESTRUCTURING

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union had extensive discussion about the effectiveness and implications of large team size. It was recognized in general that there existed a wide range in the size of teams at CAMI and that this contributed to numerous problems including the variation in both Team Leader responsibilities and ability to effectively carry out those responsibilities. It was agreed that an effective Team Leader is critical to the productive functioning of the team.

Both parties agreed that it would be impractical to have exactly uniform team sizes but that there existed a need to attempt to bring consistency to the operating structures within and between teams by controlling the size of the team and providing a clearer set of guidelines for Team Leader responsibilities.

With respect to the issue of team size, the Labour Agreement was amended to include a guideline of six (6) to twelve (12) employees per team. The transition from the existing structure to a structure which would reflect the commitment in the agreement was also discussed. The result of such a transition would be the creation of several new teams in the different departments.

CAMI and the Union agreed to the joint implementation of the amended team structure based on the following principles:

1. The initial staffing of new teams would be based on a regrouping of those employees currently performing the work assignments on the shift.

2. The employee application systems would not be used in the redistribution of employees.
3. The redistribution of the work assignments between teams would be at departmental discretion.
4. The process of transition would have to be **staged** in such a manner **as** to provide for change to take place **with** a minimum impact on production activity.
5. The existing complement of Team Leaders would **also** have to be **reorganized** in such a manner **as** to cover the existing teams while creating several new Team Leader **openings**. No Team Leader would have **access** to a position on a team on which none of his/her previous work assignments existed.
6. CAMI maintains the discretion to establish where the new Team Leader openings would be created.

In consideration of the anticipated benefits of such a transition it was agreed that the process of redistribution should take place as early as possible. However, it was also recognized that the new agreement presented the challenge of restructure of other systems in the workplace, such as absentee replacement, which also had the potential for extensive change.

The parties agreed that implementation of the new team structure should be underway no later than January 1, 1996.

**Yours** truly,

R. R. Jess  
Vice-president, Personnel

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**LETTER 28**

**TRAINING REVIEW COMMITTEE**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Bert Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

Both CAMI and the Union recognize the importance of maintaining a skilled and knowledgeable workforce.

Accordingly, the parties agreed that the existing committee established to manage government training funds accept an expanded mandate. That committee will hereafter be known as the CAMI-CAW Training Review Committee and will be comprised of the Plant Chairperson or designated committeeperson, the Skilled Trades Committeeperson, and two members **of** CAMI management. The committee will meet on a quarterly basis.

The committee will be responsible for:

- the review of the existing training program at CAMI;
- the identification, assessment of training requirements (including pre-apprenticeship training);
- making recommendations concerning the nature and content of training under development for CAMI employees;

- assistance in the preparation and review of a CAMI training strategy;
- the exploration of government funding for various training programs; and
- support of the overall objectives of the CAMI training strategy by encouraging employees to actively and effectively participate.

Yours truly,

**R. R. Jess**  
Vice-president, Personnel

**LETTER 29**

**TUITION REFUND**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the tuition refund program, the details of which are included hereafter. CAMI committed that the tuition refund program would not be discontinued.

**CAMI TUITION REFUND PROGRAM**

**Purpose**

CAMI encourages all employees to take an active role in their own self-development by continually seeking to improve their skills and education. As a result, CAMI has adopted a tuition refund program to help share the cost of outside, work-related educational programs.

**Eligibility**

Full-time employees on active status when the course begins are eligible to participate. Employees on any kind of leave of absence are not eligible. Students are not eligible to participate in this program.

Applications must be submitted and approved prior to the start of the course. Applications submitted after the course has begun will not be accepted.

### Reimbursement

Upon receiving approval for the course, the employee will be required to submit an official receipt in order to receive reimbursement for the course. Such receipts must be provided on the institution's letterhead or stamped with the logo or seal of the institution. Canadian federal income tax regulations require that income tax and Canada Pension Plan premiums will be withheld from tuition refund payments. The employee will be required to provide, within twelve (12) weeks of completion of the course, a summary of the course content and related value, and evidence of successful completion.

The employee will be required to reimburse CAMI for monies received, if the employee:

- (i) fails to complete the course, or
- (ii) does not receive a passing grade for the course, or
- (iii) ceases to be employed with CAMI prior to the completion of the course, or
- (iv) fails to provide the necessary paperwork in the twelve (12) week period after completion of the course.

In such instances, the prepaid monies will be deducted from the employee's earnings on the first pay following the twelve (12) week submission requirement date.

### Approved Courses

Courses must be related to the employee's current job and contribute to the employee's future career development with CAMI. Approvals will be considered on an individual basis, meaning that courses approved for one employee may be considered inappropriate for another.

## Approved Institutions

Those institutions listed in the current directory of the Association of Universities and Colleges, any recognize Secondary School, and other institutions as may be approved by the Training Section.

## Amount Refundable

Limits refundable per employee per calendar year are as follows:

- two thousand (\$2000) dollars for courses leading to an undergraduate or graduate degree at accredited institutions
- fifteen hundred (\$1500) dollars for other approved non-degree courses

In no situation will the refundable amount exceed two thousand (\$2000) dollars in a calendar year.

## Types of Fees Refundable

Tuition fees, registration fees and examination fees which are uniformly levied on all students and which must be paid as a condition of enrolment are refundable. No refund will be made for the cost of books, materials, transportation, parking, or other expenses.

## Time Required for Attendance and Study

Employees will be expected to complete the requirements of school attendance and homework assignments on hours outside of their scheduled hours of work.

Yours truly,

R. R. Jess  
Vice-president, Personnel

## VAN POOLING

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers

During current negotiations the parties discussed the advantages of a van pooling program which would accommodate the needs of a group of employees who live in the same neighbourhood or along the same commuting route by having them share a ride to and from work while utilizing a van supplied by CAMI.

CAMI and the Union agree that van pooling is potentially an attractive and efficient means **of:** 1) reducing employee travel costs, 2) reducing automotive emissions, 3) reducing peak hour traffic congestion, 4) providing reliable transportation on a daily basis, and 5) improving productivity through reduced absenteeism.

In meeting these objectives the parties further recognize that such a program must not represent a significant cost to CAMI. Instead, the program should be self-supporting with passenger fares designed to cover the capital and operating costs of the program.

In this regard, CAMI and the Union agree to maintain the current Joint Van Pooling Committee for the life of the current Labour Agreement.



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**As** part of its mandate, the Joint Committee may consider the feasibility of alternate fuels as well as the most appropriate van size and van routes.

Yours truly,

R. R. Jess  
Vice President, Personnel

## **SKILLED TRADES TRAINING**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
CAW Local 88

Dear Mr. Reuter:

During the current negotiations, various concerns were raised on the administration of Skilled Trades Training. CAMI and the Union agree that a well trained workforce is beneficial to operations and to the individual tradesperson. As such, the following, although not intended to be exhaustive, represents the major elements of the Skilled Trades Training Program:

1. CAMI agrees to maintain the current practice of having a Maintenance Associate designated by the Union and agreed to by CAMI, assigned to the development of the Skilled Trades training program. In the event this Maintenance Associate is utilized for the purposes of backfilling for those Maintenance Associates assisting in the development and/or delivery of training related assignments, he/she shall be considered as temporarily assigned even though they may have exceeded the thirty (30) day limit for temporary transfers as specified in Paragraph 22 (a) of the Labour Agreement.
2. In recognition of multifunctionalism, training matrices displaying each tradesperson will be developed and maintained to ensure a continual evaluation of training status as related to technological requirements. Training opportunities will be distributed based on individual requirements, with final approval being at the discretion of CAMI management.

3. The present practice of utilizing voluntary Skilled Trades Training Co-ordinators in each department will continue. The scope of their assignment is to be determined consistent with prevailing business conditions.

This understanding shall remain in effect for the life of this agreement.

Yours truly,

Walt Bordian

Director, Employee Relations, Safety and Security

## KAIZEN SHOPS

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the Union raised a number of concerns about the operation of the kaizen shops in the production departments. The concerns expressed centred around historical practices which have occurred in kaizen shoos.

CAMI and the Union recognize the importance of an organizational **focus** on kaizen as it relates to the continuous improvement of the production processes, equipment and workplace in general. Kaizen is critical to the ongoing ability of the business to adapt and remain competitive.

CAMI expressed a concern that the Production Associates (P.A.) not be denied the opportunity for the skills development and utilization that was originally intended. The Union assured that this is best realized through the involvement of the trades group. Further, CAMI was assured that the intent of the discussion was not to stifle such opportunities. CAMI and the Union agreed that Kaizen activities, jointly developed and accomplished by Production Associate(s) and Maintenance Associate(s), will be implemented so as to improve safety conditions, ergonomic conditions, quality performance and equipment reliability.

CAMI and the Union also agreed that staffing requirements for both Production Associate(s) and Maintenance Associate(s) is contingent on prevailing departmental needs. The team members involved in Kaizen activities will be supervised by a Kaizen Area Leader who will be responsible for ensuring work practices and final project integrity satisfy safety practices and standards. Maintenance Associate(s) while assigned to Kaizen activities will remain members of the Maintenance department.

CAMI committed that in those instances in which general or specific concerns arise related to the Kaizen Shops that this should be a matter for discussion between the Union and the appropriate departmental supervision.

Yours truly,

R. R. Jess  
Vice-president, Personnel

LETTER 33

MULTIFUNCTIONALISM

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the Union raised a number of concerns about the concept of multifunctionalism as it applies to the Maintenance Associates at CAMI.

CAMI and the Union jointly encourage continuing training initiatives and opportunities designed to enhance efficiency and allow Maintenance Associates to reach their full potential.

CAMI and the Union agreed that all parties benefit when Maintenance Associates are provided with the opportunity for additional training and skills development. At the same time, it is recognized that in order to be effective, productive and safe, such initiatives must be undertaken in an environment which does not require a Maintenance Associate to perform **work** assignments for which they are neither qualified nor trained.

Further, it is recognized that the potential exists for friction between trades groups as the **result** of this approach. CAMI and the Union agree that such matters, **as** they relate to safety or technical requirements, should be subject for discussion between the Skilled Trades Committeeperson and the affected Assistant Manager(s) of Maintenance. To facilitate this, periodic meetings will be scheduled, at a mutually convenient time.

It was further discussed that should a mutually acceptable resolution to the concern(s) raised at the above mentioned meeting not be reached, that a meeting between the Manager of Maintenance, the Skilled Trades Committeeperson and the CAW National Skilled Trades representative will be scheduled to discuss the concern(s).

Yours truly,

**R. R. Jess**  
Vice-president, Personnel

## SMALL TOOL REPAIR

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations the Union raised several concerns surrounding the repair of small air tools at CAMI Automotive. The concerns expressed centred around the need for improved service to make the tools available to the Production Associates who require them in a more effective manner.

As such, CAMI committed to continue small air tool repair, . It was agreed that training and parts availability to facilitate repair and modification of these tools by the Maintenance Associates will continue.

It is recognized that the following groups will continue to be involved in the tool repair scheme in a manner such as that described below:

1. Team Leaders and Production Associates

The T/L or PA should have the ability to perform minor repairs on the line or in the kaizen shop.

2. Materials Tool Coordinator

The Materials Tool Coordinator shall assist in the coordination and administration of the tool repair scheme.



3. Maintenance Associates

All other repairs and maintenance of these tools **will** take place in the small tool repair area. This area **will** be populated by Maintenance Associates and Apprentices **from** the Assembly department.

4. Manufacturers (outside support)

**As** required, it may remain appropriate for certain repairs on specific equipment to be performed **by** the manufacturer, especially in relation to service which would fall under tool warranty or might require specialized tools or skills.

Yours truly,

R. R. Jess  
Vice-president, Personnel

LETTER 35

KAIZEN SHOPS - IMPLEMENTATION PROCESS

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations various concerns were raised with the re-introduction of Kaizen shops and the mechanism for implementation of Kaizen opportunities existing in the plant.

In order to build further understanding of Kaizen activities, through training and exposure, for both Production Associates and Maintenance Associates, the Company and the Union agree to expand Kaizen Shop activities in the Assembly operations before considering the introduction of kaizen shops in other sections. The selection of the Assembly operation for this activity has been done to allow for concentrated focus on development of Kaizen concepts.

In addition, the Union has expressed concerns with our present performance with respect to timeliness of implementation of resolutions to safety issues, predominately in the Assembly operations. The initial Kaizen activity will be focused on the resolution of issues pertaining to safety, as well as issues pertaining to quality, ergonomics and equipment reliability.

Within sixty (60) days of the signing of this agreement, CAMI will staff the Kaizen shop in Assembly, with Maintenance Associate(s) and production Associate(s) from the applicable Assembly Department(s) as determined by CAMI. This staffing will be accomplished by posting of the job assignment. It is understood that such assignment(s) shall last for a duration of approximately one (1) year at which time the employee(s) shall be reassigned at CAMI's discretion. It is further understood that an

individual having been confirmed as the senior eligible candidate shall not be deemed as eligible to apply for another such position for a period of time equal to their assignment to the Kaizen shop.

In addition, there will be a Maintenance Associate assigned from both the Paint Department and the Welding Department to the Assembly Department Kaizen Shop in order to expedite the further learning of Kaizen activities. It is understood that having done so, these employees shall return to their respective departments to re-initiate Kaizen activities in said departments. CAMI and the Union agreed that the above mentioned employees may periodically work on Kaizen activities outside of the Assembly department. This would provide the ability to address specific plant wide priorities as well as additional exposure for team members to kaizen activities.

Having completed the initial staffing of the Kaizen shop, additional staffing requirements for the Production Associate(s) and Maintenance Associate(s) for expansion of Kaizen activities in Assembly and other departments will be determined as the need arises. The duration of these additional assignments will be based on the prevailing conditions at the time of said expansion. In the event that the duration of the assignment, for the Production Associate(s), exceeds three (3) months, it is understood that such position(s) shall be posted. It is further understood that an individual having been confirmed as the senior eligible candidate shall not be deemed as eligible to apply for another such position for a period of time equal to their assignment to the Kaizen shop.

In the event of unforeseen circumstances requiring additional headcount, individuals assigned to the Kaizen shop may be reassigned on a short term basis. However, it is understood that the full benefit of Kaizen shop activities is best realized by the minimization of such reassignments.

Yours truly,

Walt Bordian

Director, Employee Relations, Safety and Security

**LETTER 36**

**TRADES LICENSES**

**CAMI AUTOMOTIVE INC.**

September 18, 1995

Mr. B. Rovers

National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI agreed to continue the current policy of payment for renewal of the licenses for the Maintenance Associates.

As a result of the discussions, it was committed by **CAMI** that the Maintenance Associates would be reimbursed for the renewal fees of the primary license for the trade into which they were hired: electrician (either Construction and Maintenance or Industrial), industrial mechanic (or millwright), pipefitter (or plumber, if appropriate), Operating Engineer (2nd or 3rd Class) and Tool and Die Maker.

Yours truly,

R. R. Jess  
Vice-president, Personnel

**TRAVEL ON A SUNDAY FOR PURPOSES OF  
TRAINING - SKILLED TRADES**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations the Union raised a concern involving Maintenance Associates who are required to travel on Sundays for the purpose of being available at ~~off~~ site training on Monday.

It was agreed by the parties that in such instances as a Maintenance Associate is scheduled to work on a Sunday and is required to leave work prior to the intended completion of the overtime period, that the Maintenance Associate shall be paid for the remainder of the overtime period ~~as~~ if that individual had been in attendance at work.

It was understood and agreed that in those instances in which the individual could reasonably complete the scheduled overtime with sufficient time remaining to accomplish the travel that this understanding would not apply.

Yours truly,

**R. R. Jess**  
Vice-president, Personnel

## **EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY - MAINTENANCE ASSOCIATES**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North **York**, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the practices in the plant for the equitable distribution of overtime opportunities for the Skilled Trades. ~~These~~ discussions led to an overall agreement on the following ~~system~~ as the ~~process~~ for the distribution of overtime as required by ~~Paragraph~~ 46 of the Labour Agreement.

It was further agreed that in order to effectively adopt and implement the new system that all existing overtime records shall be disregarded at the time of transition. The effect shall be to ~~start~~ the new system with a "clean slate" i.e. all members of each reference group shall be allocated zero(0) hours on October 1, 1995. It was further agreed that adoption of the following guidelines would also take place on October 1, 1995.

### AGREEMENT ON THE EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY - SKILLED TRADES

#### REFERENCE GROUPS

Overtime opportunity will be distributed for each employee within their reference group. It is intended that Team Leaders will be included in their appropriate reference groups.

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The reference **group** shall have a right to work overtime and ~~hence~~ this agreement shall apply, when the work is that which is normally performed by the members of the group in the following instances:

- (1) The reference group for a Maintenance Associate (M.A.) (except the Operating Engineers) shall be dependent on the trade of the individual and the **day** of the overtime opportunity.
  - a. During the week (Monday to Friday) the reference group **shall** be defined **as** the group of employees in the same department and on the same shift in the same trade i.e. when overtime is required beyond or before the **start** of the regular shift
  - b. For overtime on day shift on Saturdays, Sundays and Paid Holidays the reference group shall be defined **as** that **group** of employees in the plant in the same trade, except that work on Friday night beyond the evening shift or on Monday before the midnight shift shall be made available in the same manner as (a) above.
- (2) The reference group for the Operating Engineers shall be that group of available employees with the skills, ability and qualifications to **perform** the work required.

A list shall be compiled by trade for the purpose of tracking and recording the overtime opportunities. For the purposes of such overtime the list shall be updated on each Monday (except when Monday is a Paid Holiday) and used for the next week.

#### SUPPLEMENTATION

CAMI and the Union **agree** that in such instances ~~as~~ the ~~reference~~ group has been exhausted, other persons capable of performing the work may be asked.

In such instances, insofar as it is **practical** to do **so**, the normal selection process will apply except that the individuals from outside the reference group shall not have a right to the overtime. This would not be intended in any way to limit the ability of CAMI to select those individuals with the skills and **abilities** to perform the work or to require the reassignment of work already in progress.

## FIFTY PERCENT (50 %) **RULE**

In instances of weekend overtime on day **shift**, no department shall be required to offer overtime to M.A.'s in another department when so doing would mean that the workforce which ultimately works is made up of less than fifty percent (50 %) of M.A.'s from the department where the overtime would be worked.

## APPRENTICE OVERTIME OPPORTUNITIES

Apprentices, in accordance with the Standards of Apprenticeship, shall not be offered overtime, except **as** training opportunities, until **all** M.A.'s in the appropriate trade group in the plant have been offered the opportunity to work the overtime.

In those instances in which overtime, which is not a specific training opportunity for an apprentice, becomes available for an apprentice it shall be offered to an apprentice in the department in which the overtime is to be worked.

This is not intended to limit in any way the ability of CAMI to offer apprentices overtime opportunities for the purpose of making available training or experience which they would otherwise not obtain.

## RECORDING/TRACKING

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the individual would have been paid if they had worked. If an individual accepts or declines 4 hours at time and a half, they are is credited with  $4 \times 1.5 = 6$  hours of opportunity.

Every opportunity made available to an individual shall be recorded, except that no individual shall be charged for the same opportunity more than once. **A declined opportunity to work overtime shall not be deemed to have been withdrawn even though other individuals may not have been asked.**

A tracking form has been developed for use in recording opportunity. It is a weekly recording of all hours of overtime



accepted and declined with totals being carried over to the next week.

### **NEW HIRES/TRANSFERS TO A NEW GROUP**

A Maintenance Associate joining a reference group as a new hire or as the result of a reassignment or posting will be allotted the average number of hours shared by all members of the reference group at the time they join the group.

A Maintenance Associate unavailable or absent from the group for fifteen (15) calendar days or more will return to the group with the average hours of all the members of the group, or the employee's actual total accredited prior to the absence, whichever is higher.

Being unavailable or absent from the group shall include:

- 1) Being absent from work.
- 2) Being unable to perform productive overtime within his reference group due to physical limitations.
- 3) Being unable to perform additional hours of work due to restrictions.

Note: In the event of being unable to perform (as in 2) or 3) above, the inability should in most instances be defined by a treatment memorandum from the Health Centre and not based on supposition.

### **YEAR END**

On October 1 of each year, the totals for all Maintenance Associates will be adjusted. For each reference group, the member with the lowest number of hours will be set at "zero". The totals for all of the other members in the group will be lowered maintaining the differences between them as of Sept. 30.

## EQUITABLE DISTRIBUTION

Every effort will be made to keep the highest and lowest numbers of hours of opportunity in each reference group as close as possible. Should the difference between the highest and lowest numbers in a reference group become inappropriately large over an extended period of time without c o d o n , this will be brought to the attention of the Equitable Distribution Review committee. The committee will take the initiative to review such instances and recommend appropriate action to correct inequities.

### NOTICE

CAMI acknowledges that Maintenance Associates who are offered the opportunity to work overtime should be given as much notice as is possible so that they can make any personal arrangements that may be necessary. All M.A.'s shall respond to the offer to work overtime without undue delay to facilitate the administration of the system.

It is not intended that these guidelines will circumvent the requirement of each Maintenance Associate to work 8 hours of overtime per week as provided for in the collective agreement (Par. 33). It is understood that these guidelines are intended to facilitate the equitable distribution of the opportunity to work overtime.

It is understood that these guidelines do not circumvent the need for certain Maintenance Associates to be required on occasion to work overtime as a result of their special skills or training. Resulting inequities will be addressed through the balancing of available opportunity for those individuals.

The overtime records for each reference group should be posted in the maintenance shops in compliance with the CAMI-CAW Labour Agreement.

Yours truly,

R.R. Jess  
Vice-president, Personnel

## ERGONOMICS COMMITTEE

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations the parties discussed the value of establishing an Ergonomics Committee at CAMI. Both parties agree that it would be beneficial in helping to reduce injuries and protect the health and safety of all employees.

CAMI is committed to establishing an Ergonomics Committee that will include the JHSC Worker Members, as well as Management Personnel from departments influential in resolving ergonomic concerns. The committee's mandate will be to:

- (1) Review accident/injury trends associated with ergonomics.
- (2) Review implementation of corrective measures.
- (3) Review plant-wide ergonomic concerns. (eg. tools, racking, personal protective equipment).

CAMI also agrees to provide ergonomic training for the Joint Health and Safety Committee Members and their Alternates, in order to improve the committee's awareness and understanding of ergonomic problems. The training needs will be determined by the Ergonomics Committee and courses at institutions such as the University of Waterloo and the University of Michigan will be considered.

CAMI shall prepare and distribute signed minutes of the Committee's Meeting to the **Committee** Members.

Yours truly,

R.R. Jess  
**Vice** President, Personnel

## HEALTH AND SAFETY TRAINING

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. R. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. **Rovers**,

During the current negotiations CAMI and the Union discussed the importance of providing appropriate training and educational opportunities for all employees in the field of health and safety.

It was agreed by the parties that a plantwide safety training plan will be developed which identifies specific training needs, including legislative requirements for each of the Production sections and Maintenance.

The plantwide training plan will include annual refresher training on subjects such as WHMIS, Specific Lockout and General Safety Rules.

Safety training on subjects such as Confined Space, First Aid/CPR, Spill Control Procedures, Forklift Truck, Hazard Recognition and Principles of Control, Fall Protection/Walking and Working Surfaces, Aerial Platform Training and Rigging will be included in the training plan for Maintenance.

The Joint Health and Safety Committee will review the plant wide safety training plan on an annual basis and provide recommendations on additional department specific training requirements. The Safety Department will monitor compliance with relevant legislation and established standards.

CAMI commits to providing the Joint Health and Safety Committee with the plant wide safety training plan within 3 months.

CAMI agrees to provide health and safety training for **new** employees. Subjects shall include:

Safety Concern Forms

Work Refusals

Incident / Accident Reports

Flammables/Combustibles

Lockout (Generic)

**OHS Act Overview, including duties of the Worker and the Supervisor.**

CAMI agrees to provide the JHSC Worker members with the opportunity to be involved in the review and development of employee health and safety programs.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 41

## HEAT STRESS MONITORING

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

During negotiations the parties discussed CAMI'S Heat Stress Policy.

CAMI recognizes that working in a very hot and humid environment can result in heat induced illness. To ensure that all employees at CAMI are protected against this condition, CAMI will continue to monitor environmental heat stress factors during these periods and provide the necessary relief according to the guidelines set forth by the American Conference of Governmental Industrial Hygienists.

The JHSC Worker Member alternates will accompany management when heat stress readings are taken, and will also coordinate additional Union representation to be present as required, except in instances of mutual agreement.

CAMI also agrees to train the JHSC Worker Members and their alternates, as well as the Union Committee, in the use of heat stress monitoring equipment and the guidelines mentioned above.

Yours Truly,

R.R. Jess  
Vice President, Personnel

**MINUTE OF SILENCE FOR THOSE WHO  
HAVE DIED IN INDUSTRIAL ACCIDENTS**

**CAMI AUTOMOTIVE INC.**

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North **York**, Ontario

Dear Mr. Rovers,

During the course of these negotiations the Union requested that a minute of silence be observed annually in memory of those persons who have died in industrial accidents.

- Each year on April 28, at 11:00 AM, one (1) minute of silence will be observed without loss of production. The Union Plant Chairperson will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner.

Yours truly,

R. R. Jess  
Vice-president, Personnel

**SAFETY CONCERN FORM PROCEDURE /  
WORK REFUSALS**

CAMI AUTOMOTIVE INC

September 18, 1995

Mr. B. Rovers,  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers,

CAMI and the Union have agreed to continue CAMI's Safety Concern Form procedure which is utilized to address safety concerns as they arise, before they result in personal injury to an employee or in a work refusal.

CAMI will make available Safety Concern Forms to all workers. CAMI will strive to enforce the time guidelines of the Safety Concern Form procedure. Where responses are not made within the appropriate time guidelines, the Safety Concern form will be brought to the attention of the Vice President of Production.

CAMI recognizes that workers have the right to refuse work as outlined under the Occupational Health and Safety Act (OHS Act). However, CAMI also expressed its concern over work refusals where management had no prior knowledge of the safety concern or hazard. Both CAMI and the Union recognize the need for both parties to encourage and have workers communicate these concerns or hazards to management either verbally or through the Safety Concern Form Procedure so that appropriate corrective action can be taken. By giving the Area Leader the opportunity and time to resolve the concern, the



health and safety of the worker can be protected and work refusals averted. Both parties also recognize that production lost during such refusals has a negative impact on CAMI's competitive and financial position as well as upon the future viability of the organization.

The Union agrees to assist CAMI in keeping non-safety related issues separate from the Work Refusal Procedure. Work refusals should be used solely when the health and safety of the worker is in jeopardy. Both parties recognize the need to address and resolve work refusals as quickly **as possible**.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 44

**STANDARDIZED LOCKOUT/WORKING ALONE**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed the need to actively promote measures to ensure the health and safety of all bargaining unit employees relating to the subjects of "standardized lockout" and "working alone."

CAMI agrees to develop a plan for the implementation of the appropriate procedures for presentation to the Joint Health and Safety Committee according to the following schedule:

- (1) standardized lockout - within 3 months of the effective date of the Labour Agreement.
- (2) working alone - within 6 months of the effective date of the Labour Agreement.

CAMI agrees to provide the JHSC Worker Members with the opportunity to be involved in the development of these plans and procedures.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 45

TRACT

ON WORK

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, the Union raised concerns with the concept of contracting in of work that has been traditionally and historically performed by Production Associates. CAMI agrees, that such work will not be performed by outside contractors on-site.

Yours truly,

R.R. Jess  
Vice-president, Personnel

**OUTSOURCING OF PRODUCTION WORK**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer ~~Curt~~,  
North York, Ontario.

Dear Mr. Rovers:

during the current negotiations, CAMI and the Union discussed the role of outsourcing of production work.

CAMI reaffirmed its intention of providing continuous employment opportunities for all Production Associates while, at the same time, striving to attain its objective of remaining a viable organization in the automotive marketplace.

CAMI and the Union recognized that, due to sound business reasons, it may be necessary to contract out production work in order to ensure the lowest possible cost of our products and the employment security of CAMI team members.

Considering the fact that outsourcing of production work is, for the most part, a critical and long-term decision, CAMI has expressed a willingness to review with the Union, in advance, its plans for letting a particular contract. The Union will be afforded an opportunity to comment on those plans, including alternative suggestions for performing the work. CAMI will give due consideration to the suggestions of the Union before reaching a final decision.

CAMI agrees to schedule meetings, as required, to meet the above commitment.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 47

SUPPLIER WC 1

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

During the current negotiations, CAMI and the Union discussed suppliers performing rework in the plant.

CAMI stated its expectation that vendors provide required parts, to specification, on time. When errors are detected, CAMI holds the vendor strictly accountable for ensuring that the defective parts are sorted and/or immediately reworked without jeopardizing production or quality.

CAMI committed to making every effort to get such sorting/rework offline. However, it is recognized that considerations such as the configuration of the parts, stock disposition or online trials needed to understand build difficulties may result in exceptions.

In-plant rework by suppliers, if required, will be completed, in most cases, within two (2) weeks or less.

With the foregoing in mind, CAMI expressed a willingness to review with the Plant Chairperson, in advance, all instances where suppliers are scheduled to perform rework in the plant.

As well. CAMI will review with the Union, within two (2) working days, all instances where, due to unforeseen circumstances or emergencies, suppliers have performed rework without prior notification.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 48

**WORK BY SUPERVISORS**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations, the Union sought to clarify CAMI's obligations under Paragraph 20 of the Labour Agreement. As a result of these discussions, CAMI Committed that the Director of Employee Relations and the Director of Manufacturing would meet with the Union, as required, to address any situations in which the Union alleged that a supervisor(s) had violated the provisions of Paragraph 20.

It was agreed by the parties that the above would apply equally to other employees excluded from the bargaining unit as set forth in Paragraph 20.

Yours truly,

R.R. Jess  
Vice-president, Personnel

THREE SHIFT CONTINUOUS OPERATIONS

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Rovers:

Discussions were raised by the Union, during the current negotiations on the issues surrounding three (3) shift continuous operations. It was understood that prevailing market conditions in conjunction with equipment/process capabilities may result in the need for three (3) shift continuous operations in select areas of the plant.

It was agreed that should CAMI identify areas whereby, a three (3) shift operation was required, that CAMI would make the determination as to whether the shifts would overlap or not in order to facilitate continuous operations.

Should CAMI make the determination to run continuous operations with three (3) shifts which would not overlap, the following would apply;

1. The shift rotation shall be set up in such a manner so that employees working on the day shift shall rotate on a bi-weekly basis with employees working on the afternoon shift. The third shift (night shift) shall not rotate and thereby work steady nights.
2. The regular production work week for employees working on the day and/or afternoon shift(s) would consist of eight



(8) hours per day, five days per week, Monday through Friday, with a twenty (20) minute paid lunch.

3. The regular production work week **for** employees working on the third **shift** (night shift) would consist of eight (8) hours **per** day, five days per week, Sunday through Thursday, with a twenty (20) minute paid lunch.
4. CAMI will schedule a ten (10) minute paid rest period, for each employee in each half shift. Having established a schedule of rest periods, any temporary advancement of the rest period shall be limited to not more than ten (10) minutes.
5. For the calculation of overtime pay during the regular production work week, eight (8) straight time hours pay shall be deemed to be equivalent to eight hours worked.

Yours truly,

R.R. Jess  
Vice-president, Personnel

LETTER 50

WORKFORCE ADJUSTMENTS - REPAIR

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter

Local 88 CAW

Dear Mr. Reuter:

During the current negotiations the Union raised a number of concerns regarding the reduction in the sizes of teams, particularly when such teams being reduced are "repair" teams.

The parties agreed that in situations when a "repair" team was being adjusted for the purpose of reducing the number of employees on the team, that those employees with the lowest seniority on the combination of both the "A" and "B" shifts will be reassigned. The employee(s) so designated for reassignment from the team shall:

- (i) be provided an opportunity to displace the junior employee in a combination of the teams, in the section, who perform "like or similar" work as identified by CAMI
- (ii) be reassigned within the section if lacking the seniority for (i), above.

Should it become necessary after such a reduction to require an employee to be reassigned to the opposite shift to achieve the required numbers of employees on the teams on the two shifts, the employee with the lowest seniority will be reassigned.

It is understood that the provisions mentioned above apply only to those teams identified by CAMI as "repair" and that

should any other teams require adjustment for the purpose of reducing the number of employees on the team, that the provisions of Paragraph 22(c) shall apply.

Yours truly,

Walt Bordian

Director, Employee Relations, Safety and Security

LETTER 51

TEMPORARY 1 ~ I

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations, the Union expressed a concern with respect to CAMI's continuing commitment to participate in a Temporary Absence work release program when recommended by the Ministry of Correctional Services.

CAMI assured the Union that it would continue to participate in a Temporary Absence work release program should they be so approached by the Ministry of Correctional Services, provided that:

- (i) the employee being so recommended had seniority standing at the time of the recommendation,
- (ii) the nature of the offense which led to the incarceration arose from the operation or use of a motor vehicle,
- (iii) the nature of the offense which had resulted in the jail sentence had not adversely impacted the employer-employee relationship, and
- (iv) that CAMI had no plans to either suspend or discharge the employee for absence from work or other misconduct prior to the recommendation by the Ministry.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

**SOCIAL JUSTICE FUND**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers:

During the current negotiations, the Union discussed their desire for the Company to contribute to a "Social Justice Fund". The Fund would be used to provide financial assistance to such things as: food banks, emergency relief to assist victims of hurricanes, drought, etc; and sponsorship of international projects in underdeveloped countries.

The Company is agreeable to contribute one cent (\$.01) for each straight time hour worked on a quarterly basis commencing October 2, 1995 based upon the following conditions:

1. The fund would be incorporated as a non-profit corporation and registered as a charity under the Income Tax Act. Proof of such incorporation and registration would be available to CAMI prior to the commencement of contributions, in addition, ongoing proof of such status will be provided upon request.
2. The Union obtains a favourable Income Tax Relief from the Department of National Revenue that all Company contributions to the non-profit corporation are tax deductible for the Company.

3. All contributions will be made directly to the non-profit corporation.
4. The Union will provide CAMI with the annual audited financial statements and summaries for each year's donations made by the non-profit corporation.

Yours truly,

R.R. Jess  
Vice President. Personnel

**PERSONAL RADIO EQUIPPED HEADSETS**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Rovers:


During the current negotiations the parties discussed the use of personal radio equipped headsets ie. "walkmans" in the workplace. CAMI expressed concerns regarding the use of radio headsets in the workplace, specifically, interference with communication, distractions from audible warning devices, hearing loss, vehicle damage and foremost, the overall health and safety of employees.

As result of these discussions, CAMI agreed to coordinate a trial for the use of walkmans in the workplace.

It is recognized that certain departments and teams may not be suitable for the trial due to the nature of processes and specific requirements ie. mandatory hearing protection areas. Furthermore, specific job tasks, communication needs and environmental conditions will need to be reviewed and taken into consideration.

It is also agreed that employees will be requested to participate in an audiometric screening and surveillance program prior to beginning the trial to identify their current hearing threshold level and measure any adverse effects on employees' hearing.

CAMI agreed to a trial for a four (4) month period in the Assembly - Car and Assembly - Truck sections on suitable teams and Job tasks.

The trial would begin no later than November 1, 1995. 

On completion of the trial, the parties agree to review the feasibility of going forward taking into account hearing loss, potential accidents, administrative concerns, disciplinary action problems and employee attitudes.

Provided the initial trial is successful, the use of radio equipped headsets will be opened up to sections on a plantwide basis where suitable teams and job tasks are determined.

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provided the opportunity to be involved in the review of the plan and outcome of the trial in respect to employees' health and safety.

Yours truly,

R.R. Jess  
Vice-president, Personnel



LETTER 54

**LITERACY PROGRAM NEEDS SURVEY**

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations, CAMI and the Union discussed the topic of providing a basic literacy program designed to assist employees in improving their skills in reading, writing, math and communication. Both parties agreed that prior to further consideration a joint survey should be completed in order to properly assess the need for such literacy programs. Upon completion of the needs survey, the parties will review the data and based on the results prepare an appropriate plan to address the identified needs.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 55

EXTENDED MODEL CHANGE

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Rovers:

During negotiations the Union expressed the concern that they could not tolerate a situation whereby the Company experienced a major model change or rearrangement resulting in employees being temporarily displaced under the provisions of Paragraph 12(e) for an extended period of time. The workforce shall be

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insufficient funding in the S.U.B. fund, or at the eight (8) week period, whichever is sooner.

Yours truly,

R.R. Jess  
Vice-president, Personnel

VACATION SCHEDULING FOR  
PRODUCTION DATES

CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. Mike Reuter  
Local 88 CAW

Dear Mr. Reuter:

During the 1995 Negotiations, the Union expressed their concerns to CAMI about the inconsistent approach to vacation planning across the plant, along with the need to provide the opportunity for all team members to schedule and receive their vacation entitlement when requested.

The following concept was reviewed, discussed and considered to have merit:

As per paragraph 32 of the Collective Agreement, CAMI has an obligation to confirm on or before March 14 of the calendar year a tentative plant Summer Shutdown. By April 1, Personnel

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Calendar which includes: the CAMI vacation year from July 1 to June 30, team members listed in order of seniority, clock number, section, team, shift and earned vacation entitlement hours. The calendar will also show the number of vacation hours that must coincide with the Summer Shutdown.

The vacation selection process will be designed to provide each team member the opportunity to choose vacation based on seniority. Guidelines, based on the production schedule, will be put in place as to the maximum number of team members who can schedule vacation at any one time.

The selection process consists of two rounds as follows:

1. First Round - Based on seniority and remaining vacation entitlement. each team member is provided the opportunity to select one calendar week, which holiday occurs. Only team members who are scheduled to work one or more of the Summer Shutdown weeks, may select two calendar weeks.
2. Second Round - Based on seniority and remaining vacation entitlement. each team member is provided the opportunity to select four hour blocks, single days, or full weeks  
(Approved vacation schedules will be approved and posted in the department on or before May 15)
3. Subsequent requests for remaining vacation entitlement will be on a first come first serve basis at the mutual convenience of the employee and CAMI.

Both parties commit to develop for the 1996/97 Vacation Year, mutually agreeable guidelines which enable all employees to schedule and take their full vacation entitlement.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 57

LETI JING -  
GREATER THAN THREE MONTHS

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CAMI AUTOMOTIVE INC.

September 18, 1995

Mr. B. Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers,

During negotiations CAMI and the Union discussed various concerns with respect to "Special Assignments" and how they were filled.

For assignments of three (3) months duration or meater which are not specific to a Team Leader, CAMI has agreed to post with eligibility restricted to team members in a specific geographic areas which shall be identified on the notice. It has been agreed and it shall be stated on the posting notice that team members accepting such opportunities shall not be eligible for another posting for twelve (12) months or time equivalent to their most recent assignment, whichever is the meater. CAMI will reassign such individuals upon completion of their assignment.

Yours truly,

R.R. Jess  
Vice President, Personnel

**ARTI MEDICAL OPINION PROGR**

September 18, 1995

Mr. Bert Rovers  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Rovers,

During the current negotiations, CAMI and the Union discussed the administration of Sickness and Accident Benefits under Section 6 of Exhibit B-1 - CAMI Group Life Insurance and Disability Benefits.

It was agreed that an employee shall receive Sickness and Accident benefits provided that the employee's doctor has certified that the employee meets all of the criteria clearly outlined under Section 6(a)(1) "Eligibility of Benefits".

In the event the insurance company disputes the medical information provided by the employee's doctor, the Impartial Medical Opinion Program as outlined in Document 1 will be invoked.

Yours truly,

R. R. Jess  
Vice President, Personnel

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# 1998

<p><b>JANUARY</b></p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p><b>FEBRUARY</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p>	<p><b>MARCH</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p>
<p><b>APRIL</b></p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p>	<p><b>MAY</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>	<p><b>JUNE</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>
<p><b>JULY</b></p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p><b>AUGUST</b></p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>	<p><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>
<p><b>OCTOBER</b></p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>		