

# COLLECTIVE AGREEMENT

BETWEEN



CANADA 

**GENERAL MOTORS OF CANADA COMPANY**

**CAMI ASSEMBLY**

AND



**UNIFOR LOCAL 88**

EFFECTIVE OCTOBER 17, 2017  
TO SEPTEMBER 21, 2021

## 2017

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CANADA 

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**CAMI ASSEMBLY**

AND



**UNIFOR LOCAL 88**

EFFECTIVE OCTOBER 17, 2017  
TO SEPTEMBER 21, 2021



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This Labour Agreement is entered into as of the seventeenth (17<sup>th</sup>) day of October, 2017 between General Motors of Canada Company CAMI Assembly (CAMI), and Unifor, 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 team members with respect to wages, hours of work and all other working conditions as negotiated by the parties to this agreement.

The word “team member” as used in this Agreement means any production or maintenance team member, 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 team members 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 co-operative environment within which the team members, the Union and CAMI can work productively, avoiding confrontation, is in the best interests of the team members, 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 team members’ 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 team members and to suspend, discharge or otherwise discipline team members for just cause subject to the right of any team member 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 team members, 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.

### **4. TEAM WORK**

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

CAMI will utilize team concepts, with team members organized into teams of five (5) to ten (10) team members determined in accordance with the nature of an operation or process as dictated through the Global Manufacturing System. Each team will have a Team Leader.

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 represented by CAMI's quality management system. In recognizing this as the foundation of the production process, revisions will be necessary to the quality management system. 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 team member, there will be multi-job training and experience with various kinds of jobs. This will give a broader job content through which the team member's interest and commitment will be developed.

## **5. TEAM LEADER**

The Team Leader, under the guidance and supervision of a Group Leader, is responsible for co-ordinating the activities of the team. While the Group 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:

- preparation of team rotation schedules, checking and communicating attendance
- co-ordinating the updating and posting of any documentation related to CAMI's quality management system 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 consumables 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 business plan deployment and continuous improvement initiatives
- canvassing for overtime which shall not include the administrative duties or paperwork associated with overtime tracking
- co-ordination of work assignments when the line is down
- assuming additional duties as required and identified by management which shall not be intended to include regularly delegated Group Leader responsibilities

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

A Team Leader requires a full scope of knowledge of all operations assigned to the team so as to effectively co-ordinate and support the team members.

## **MAINTENANCE TEAM LEADERS**

The Team Leader, under the guidance and supervision of a Group Leader, is responsible for co-ordinating the activities of the team. While the Group Leader has ultimate responsibility for operational results, the Team Leader plays a key role in guiding team members toward the achievement of established maintenance, productivity, quality, cost and safety goals.

The major duties of the team leader include:

- with the Maintenance Group Leader, review weekly work order backlog and discuss potential opportunities for completion
- with Maintenance Associates, respond to production stops and take appropriate action to correct line problems as related to process and equipment
- communicating information through team or individual meeting, and/or by posting memos on team boards/communication boards as necessary and appropriate in Team Leader shift to shift communications
- with Maintenance Associates, document equipment abnormalities, complete work order feedback, and generate follow-up work orders
- provide input to the preventive maintenance schedule, including the 5S program
- provide leadership by example
- support an environment which results in a cohesive relationship with other departmental teams
- assist associates in following correct procedures in reporting use and/or need for replenishment of spare parts
- ensure that communication to Group Leaders takes place for breakdowns exceeding pre-determined time limits
- provide feedback from the breakdown resolution team to the Group Leader for breakdowns exceeding time intervals deemed appropriate in each department. Review root cause

analysis and countermeasure implementation with the Group Leader

- assuming additional duties as required and identified by management which shall not be intended to include regularly delegated Group Leader responsibilities. CAMI and the Union agree that prior to the assignment of additional duties to Maintenance Team Leaders, meaningful discussions will be held between the Skilled Trades Committee person and the Maintenance Manager to discuss concerns

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

## **6. SMALL GROUP ACTIVITIES**

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

Such group efforts are based on the team members' 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 co-operate with CAMI in the implementation of these activities and to encourage team member participation.

## **7. UNION SECURITY**

During the life of this Agreement, CAMI will deduct from the earnings of each team member covered by this Agreement an amount equal to the Union initiation fee. Union dues will be deducted as laid down by the constitution and by-laws of Unifor and its Local 88. Union dues are those dues uniformly levied by the Union in accordance with its constitution and bylaws. At the end of each calendar month and prior to the tenth (10th) of the following month, CAMI will remit 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 Local Union in an electronic/digital format. Any team member who received SUBenefit will have dues deducted as reflected by the Constitution and Bylaws of Unifor and its Local 88.

In addition to regular dues, a Skilled Trades team member will pay annual dues, in accordance with its constitution, to the Canadian Skilled Trades Council deducted on the first pay in January.

## **8. NO DISCRIMINATION / HARASSMENT**

CAMI and the Union agree that this Agreement shall be applied to all team members without discrimination, intimidation or harassment with respect to any team member by reason of any prohibited grounds under the Ontario Human Rights Code as well as 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.

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

- unwelcome remarks, jokes, innuendoes, gestures, teasing or taunting
- practical jokes that cause awkwardness or embarrassment
- posting or circulation of offensive photos or visual materials
- refusal to work or converse with an employee because of any prohibited ground
- unwanted physical contact such as touching, patting, pinching, etc. which cause awkwardness or embarrassment
- unwelcome invitations or requests
- condescension or paternalism which undermines self-respect
- backlash or retaliation for the lodging of a complaint or participation in an investigation
- inappropriate questioning or comments regarding the validity of a person's disability or accommodation

Harassment, whether or not it is based on a prohibited ground, and bullying of others are contrary to CAMI's and the Union's values and is prohibited by law.

Every team member has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment and discrimination in the workplace, either as a participant or an observer.

CAMI and the Union agree to deal effectively, quickly and fairly with any situation brought to their attention, involving team members who, in the course of their employment, claim harassment or discrimination.

## **9. (a) REPRESENTATION**

The Union shall be represented in the plant by Committee persons, the total number to be proportional to the total number of team members in the plant (excluding those team members represented by the Skilled Trades Committee person) and adjusted annually to most closely approximate a ratio of one (1) Committee person for each two hundred and fifty (250) team members. Annual adjustments shall take place on the anniversary date of the signing of this agreement.

Should there be more than 75 production team members assigned to a regularly scheduled third shift, the Union will select a full time Third Shift Committeeperson.

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

Skilled Trades (who shall be a journeyperson)	Selected at large from active journeypersons
Benefits	Selected at large from active team members
Employee/ <u>Family</u> Assistance/ Addictions	Selected at large from active team members
Production Standards	Selected at large from active team members
Human Rights/ Employment Equity	Selected at large from active team members
Health and Safety (3)	Selected by shift from active team members
Lineside Ergonomics	Selected at large from active team members
Coordinator	Selected at large from active team members

Having so designated the area(s) of responsibility for the Zone Committeeperson(s) the Union Chairperson shall 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 annual adjustment date provided that the parties mutually agree to do so.

Each Committeeperson shall represent the team members assigned to a designated group of operations and responsibilities on a shift (if applicable), and shall be selected from among the active team members 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 team members in the group they represent. The Chairperson, Coordinator, Skilled Trades, Benefits, Employee/Family Assistance/Addictions, Human Rights/Employment Equity, Production Standards Committeepersons and Lineside Ergonomics Representative shall be assigned to straight day shift.

The Chairperson will assist the Committeepersons, team members 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 team members and CAMI Management in the informal and formal problem solving process, representing team members in disciplinary interviews, excluding human rights investigations, assisting in the identification and resolution of team member 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 team members and CAMI Management in the investigation and resolution of team member concerns surrounding WSIB claims, EI issues, and other matters associated with the application of the CAMI benefits programs including those defined by Paragraph 38 of the Collective Agreement.

The Employee/Family Assistance/Addictions Committeeperson shall be a resource to the other Committeepersons, the team members and CAMI Management in matters of team member assistance and addictions.

The Production Standards Committeeperson shall be a resource to the other Committeepersons, the team members and CAMI Management in matters related to Production Standards.

The Human Rights/Employment Equity Committeeperson shall be a resource to the other Committeepersons, the team members and CAMI Management in matters related to human rights and employment equity. The primary responsibilities of the Human Rights/Employment Equity Committeeperson will be to administer the provisions of the Human Rights Code, to act as an assigned investigator of all Human Rights complaints involving hourly team members and to be a member of the Joint Employment Equity Committee.

The Coordinator Committeeperson shall be a resource to the other Committeepersons, the team members and CAMI Management in matters related to placement, formal problem solving process and overall administration of the collective agreement. The Coordinator shall serve on the Placement Committee. The Coordinator will assist team members and CAMI Management in the resolution of issues and concerns of a broader plant-wide scope, promotion of a positive work environment, and harmonious industrial relations. The Coordinator will work with the Company to make positive improvements in matters related to administration of the agreement.

The Lineside Ergonomics Representative shall be a resource to the Committeepersons, the team members and CAMI Management in matters related to ergonomics and will proactively identify potential improvements and develop recommendations using a solution-based co-operative approach.

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 and/or Coordinator from the plant, an acting

Chairperson and/or Coordinator will be identified by the Plant Chairperson from the inplant committee. Alternates will be activated upon request for Union Representative absenteeism. 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 team members remain assigned to the mutually 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. Overtime that is worked (or refused) by any team member in a Union capacity will not be carried back to a reference group.

(1) During periods of mandatory overtime:

- (i) when one (1) section (except Stamping, QC and Material Handling) on the day shift have been scheduled to work, the Chairperson shall be notified by supervision and required to work.
- (ii) when the majority of team members in a zone have been scheduled to work, the appropriate Zone Committeeperson shall also be notified by supervision and required to work.
- (iii) when the majority of the Skilled Trades team members on the day shift are scheduled to work, the Skilled Trades Committeeperson shall also be notified by supervision and required to work.

- (iv) when two (2) sections (except Stamping, QC and Material Handling) on the day shift have been scheduled to work, the Benefits Committeeperson(s), Employee/Family Assistance/Addictions Committeeperson, Human Rights/Employment Equity Committeeperson, Coordinator, Lineside Ergonomics Representative and the Production Standards Committeeperson shall also be notified by supervision and required to work.
- (2) During periods of voluntary overtime:
- (i) when ten (10) or more team members are working on the day shift (excluding two (2) powerhouse team members), 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) when ten (10) or more Skilled Trades journeypersons and/or apprentices (excluding two (2) powerhouse team members) are working on the day shift, the Skilled Trades Committeeperson shall be offered the opportunity to work. In instances in which the Skilled Trades Committeeperson declines the opportunity, the opportunity shall be provided to the alternate Skilled Trades Committeeperson.
  - (iii) when ten (10) or more team members are working in a zone on the shift, the Zone Committeeperson shall be offered the opportunity to work overtime. In instances in which the Zone Committeeperson declines the opportunity, the opportunity shall be provided to the alternate Zone Committeeperson.
  - (iv) when two hundred (200) or more team members are working in the plant on the day shift, the Benefits Committeeperson(s), Employee/Family Assistance /Addictions Committeeperson, Human Rights/Employment Equity Committeeperson, Coordinator, Lineside Ergonomics Representative and the Production Standards Committeeperson shall be offered the opportunity to work overtime.

## **10. SENIORITY**

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

All team members' names shall appear on a seniority list as of their date of hire. This list will be revised every month and posted on the plant notice board or otherwise as the parties agree. There will be a separate list for each skilled trade. The parties shall meet periodically to ensure the provided seniority lists contain the information required by the Union.

Team members will be regarded as probationary team members for the first ninety (90) working days of their employment, within a six (6) month period and shall have no seniority standing until the completion of ninety (90) 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 team member'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 team member resigns provided that the team member does not revoke the resignation in accordance to the provisions of Letter 7 (Resignations);
- (b) if the team member is discharged. Seniority will be reinstated if the discharge is found not to be for just cause through the grievance procedure;
- (c) if a team member fails to give notice for an absence of three (3) consecutive working days. Notification of loss of seniority will be provided to the team member by registered mail. The team member 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 a team member fails to report to work within five (5) working days when notified by CAMI following an indefinite layoff period. The team member will be reinstated if he/she provides a valid reason for the failure to notify the Company and a valid reason for the absence within three working days of being notified by the Company of loss of seniority and employment termination pursuant to this clause.
- (e) if a team member is not at work for a period of time equal to their seniority, or thirty-six (36) months, whichever is greater. Until a Team Member is confirmed to have reached ‘Maximum Medical Recovery’ – following an occupational injury or disease and as determined by the Workplace Safety and Insurance Board, seniority rights will not be lost. When a team member is placed on indefinite layoff and they are on an approved WSIB leave of absence, seniority will cease to accrue on the first day of the layoff as if the team member was on indefinite layoff status.
- (f) if a team member overstays a leave of absence for more than five (5) working days without notification and a valid reason.
- (g) if the team member retires under the provisions of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers.

For the purpose of this paragraph, a team member shall be deemed to be notified on the third day following the posting of a registered letter addressed to the team member’s most recent address on file with the Company. It is the responsibility of the team member to keep the Company informed at all times of their current address.

Copies of seniority lists will be given to the Chairperson once each month along with a notice and names of team members 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 team members and the Union.

In the event of layoffs which are foreseen CAMI will give seven (7) calendar days notice to team members and the Union of such layoff. In either case notice will be given in writing to affected team members.

When an indefinite layoff is deemed necessary, the Company will give appropriate notice as per the current legislation at the time of the layoff.

(b) Temporary Layoff

The Company and the Union agree that temporary layoffs will be conducted on a Plant wide or Product Line basis. The chart below indicates when seniority must be pure.

	Team \ Work Group	Section	Plant
Plant Wide	16 <sup>th</sup> Working Day	21 <sup>st</sup> Working Day	46 <sup>th</sup> Working Day
Product Line	46 <sup>th</sup> Working Day	46 <sup>th</sup> Working Day	46 <sup>th</sup> Working Day

In the event of a temporary layoff, seniority must be pure on the team by the sixteenth (16<sup>th</sup>) working day; in the section by the twenty-first (21<sup>st</sup>) working day; and in the plant by the forty-sixth (46<sup>th</sup>) working day.

Team members 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) Indefinite Layoff

The Company and the Union agree that in the unfortunate situation of an indefinite layoff, the junior Team Members in the plant will be laid off in seniority order by the 16<sup>th</sup> working day of the layoff.

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

- (d) Notwithstanding the above, when operations are shut down for purposes of model change or major rearrangement, team members will be laid off and recalled to work by team, as production needs dictate.
- (e) Notwithstanding the provisions of this Paragraph 12, CAMI will not be required to assign any team member to a team unless the team member is capable of performing the normal requirements of the work performed by the team. If the team member is incapable, he/she will be assessed by the Health Centre.

(f) Skilled Trades

Notwithstanding the above, principles of layoff and recall will apply to the Skilled Trade team members and team leaders by seniority by trade by the 11<sup>th</sup> working day in the plant.

(g) Team Leaders

Notwithstanding the above, when necessary to have team leaders at work during periods of layoff for training, takt change, model change, significant process change or new product launch, seniority amongst the team leaders will be adjusted in accordance with the above chart.

- (h) It is understood by the parties that a “pure” seniority condition can only occur if the working days are consecutive or uninterrupted in nature. If interrupted, each layoff will be considered as a separate standalone event.

### **13. DELETED**

### **14. INCAPACITATED TEAM MEMBER**

A team member 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 team member'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 team member to their assigned team.

CAMI and the Union agree that in those instances in which a team member 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 team member shall not be reassigned so as to displace a team member on the team with higher seniority, unless otherwise agreed to by the parties. Displacement of the lowest seniority team member will occur when the team member is permanently placed.

### **15. ATTENDANCE AT WORK**

Each team member 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 team members at work, team members 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, team members will be expected to report by telephone prior to the start of their work shift when possible. When circumstances prevent a team member from providing such notice prior to the start of their shift, it shall be their responsibility to do so as soon thereafter as possible.

## **16. NEW TEAM MEMBER ORIENTATION**

The Union will participate with CAMI in new team member orientation including a discussion of the team member's responsibility and rights under this Agreement and the Constitution of the Union. Such training shall not exceed sixteen (16) hours.

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

## **17. DELETED**

## **18. TECHNOLOGICAL CHANGE**

The long term job security of team members and the viability of CAMI are contingent upon constant improvement through team member innovation, introduction of new technology, better tools, methods, processes and equipment as well as a co-operative attitude on the part of all the parties.

In view of CAMI's interest in affording maximum opportunity for team members to progress with advancing technology, and to provide for long term job security, CAMI shall make available short-range, specialized training programs for those team members 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 team members 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 team members 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.

A New Technology Committee consisting of two (2) team members appointed by the Union and two (2) team members appointed by CAMI shall review the impact of the above and make recommendations to the Company on the implementation and training. The Committee will meet quarterly (or as required) to review the above new technologies.

## **19. TRAINING OF TEAM MEMBERS**

Training of team members will be provided so that they may have a complete understanding of their assigned machines and/or equipment in order to enhance the team members' 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**

The parties recognize the need to properly support team members in the performance of their duties. To achieve necessary levels of support, supervision and other excluded team members must understand the work performed by represented team members. However, it is recognized by the parties that supervisors and other excluded team members shall not displace any represented team members through the performance or support of their duties.

## **21. HOUSEKEEPING**

Team members 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. Therefore, CAMI will provide each team member with uniforms as required (in accordance with the CAMI Uniform policy) unless it becomes cost prohibitive or no longer beneficial to do so. All team members 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 team member 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
- Quality Control
- Material Handling

In the event production activities require modifications to the above Sections, the parties will meet to discuss adjustments.

Production team members within the plant will be organized into the following Production Work Groups:

- Production Associate (PA)
- Production Support Group (PSG)
- Team Leader (TL)

#### **(b) POSTING PROCESS**

Individual team members will be assigned to work teams in production or maintenance operations within each section, based on CAMI staffing requirements, taking into consideration the experience, skill and preference of the team members. CAMI and the Union agree that a controlled amount of job to job movement within CAMI's plant is intended and desirable.

In the interest of developing skill and maintaining flexibility for efficiency, as proficiency and quality is demonstrated, team members will be trained as multi-job workers and regularly rotated through operations assigned to their team, and as required, to other teams in their section.

Further, team members may be temporarily transferred to a work team other than their assigned team to assist production/maintenance needs in cases of contingencies. In situations of temporary moves within a section, or between sections, the low seniority team member will be reassigned, providing the individual is capable of performing the work. Moves between sections for less than fifteen (15) working days shall be regarded as temporary, and not subject to the remaining provisions of this paragraph.

Team members not at work on their teams for periods in excess of six (6) months, not including periods of jury duty, maternity,

parental and/or adoption leave, or alternate union activation, shall be returned to a team within their previous section at CAMI's discretion. Team members who return to their team in less than six (6) months must complete forty (40) consecutive hours of work, excluding vacation and or work hardening, in order to retain their team of record. Failure to do so within such six (6) month period will result in the team member losing the rights to their team and being returned to a team within their previous section at CAMI's discretion. Any openings created as a result of the above shall be posted as per 22(b), unless the parties agree otherwise.

For the purposes of this paragraph, "eligible" shall be defined as all team members with at least twelve (12) months seniority, except for team members on indefinite layoff or unpaid leaves of absence of greater than fifteen (15) working days. Team members who are off work due to illness or injury are required to ensure that the CAMI Health Centre has their current applicable restrictions at the time the posting opens. If a team member is permanently placed under Letter 2, they will have the ability to post to the same team on the opposite shift.

The applicant must personally sign applications made to the posting system, at the time of the posting. To be considered for a posting, applicants must be "eligible" as defined in the foregoing paragraph.

Each posting will be posted on the CAMI designated posting board and/or electronically as agreed upon by the parties and will identify the work group, team, shift and base rate if applicable. In the case of a Maintenance posting, the applicable trade will be identified, only those identified in the specific trade seniority list will be eligible to apply. Each posting will include the posting date and the time and date when the posting will close. All postings will be closed in forty-eight (48) hours from the time of posting (not including weekends, paid holidays or days that are part of the annual shutdown).

The senior eligible applicant of the posting will be selected from among those having the abilities to perform the work to be done, at the time the posting opens. Team Members with restrictions may apply for and be successfully confirmed provided they can perform all of the work on the team.



Posting confirmations will occur within forty-eight (48) hours with each subsequent opening posted within forty-eight (48) hours of said confirmation. The Supplemental Group shall have posting rights to Assembly and plantwide openings.

A team member reassigned under the posting system would not be eligible to apply for another posted opening for six (6) months from the date of the reassignment.

If a team member has permanent medical restrictions, and will be reduced from their work group due to not being able to perform the job, their rate of pay will remain the same until they have been placed through Letter 2.

A reassigned team member 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, a team member will assume his/her new duties no later than fifteen (15) working days after the date of reassignment. He/she will be moved on their next scheduled shift.

## SECTION OPENINGS

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

## PLANTWIDE OPENINGS

Once the section posting has either been exhausted or filled, the posting will move to the plantwide postings.

In the event no eligible applicant is identified through plantwide posting(s), the posting process will cease and subsequent opening(s) may be filled at the discretion of CAMI. There shall be a maximum of two (2) plantwide openings posted for production team members and three (3) plantwide openings for maintenance team members.

It was agreed that for major model, takt time and related significant staffing events, CAMI will have the ability to do workforce planning up to six (6) months in advance which includes posting in advance and an equivalent amount of time to move team members. The subsequent movement of team

members will take place according to the needs of the business. In cases when unanticipated circumstances arise, the parties agree to discuss potential solutions. So to protect the operational efficiency and product quality, the parties agree to advance discussions in relation to this process of advanced postings and/or team member movement to avoid unforeseen circumstances in the application of this process. The parties further agreed that in the event that movement across the plant would adversely impact a specific area/team in the plant, CAMI and the Union will meet to discuss a mutually agreed upon resolution.

In the event of anticipated mass movement caused by, but not limited to, major model, takt time and related significant staffing events in the plant, the parties agree to a modified posting process. For all openings caused by these events, there shall be a maximum of one (1) posting in the section and one (1) plantwide posting. Openings that exist after the plantwide posting will be filled at the discretion of the Company.

The modified posting process may also be used when greater than fifteen (15) primary openings are created as a result of retirement activity within a calendar month. Such openings in excess of fifteen (15) will be subject to one (1) posting in the section and one (1) plantwide posting. Openings that exist after the plantwide posting will be filled at the discretion of the Company.

#### PREFERRED PLANTWIDE OPENINGS FOR PRODUCTION

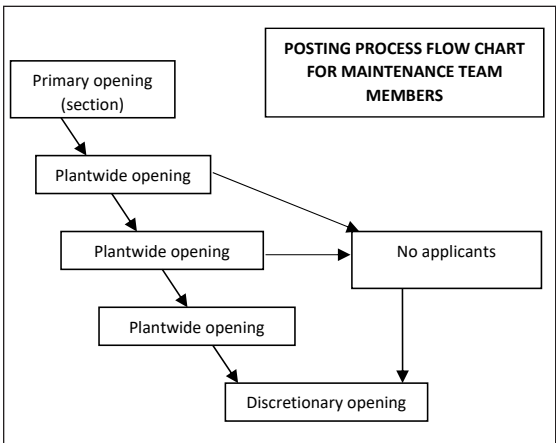
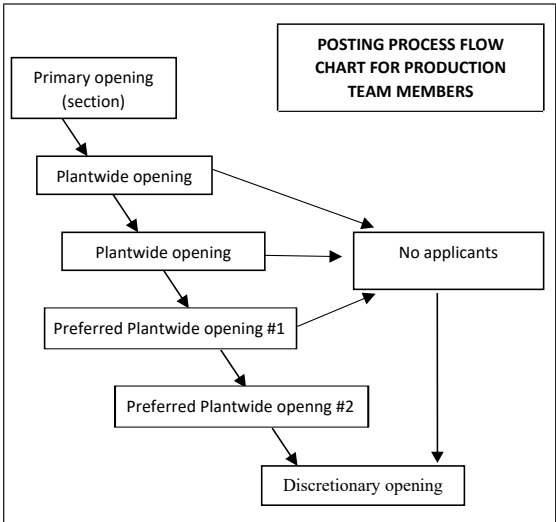
At the conclusion of the second plantwide opening, the subsequent opening will be reviewed by the parties and may proceed to a preferred plantwide opening #1 posting, as follows:

Preferred plantwide opening #1 – only to be utilized when the resulting opening is from one of the following departments/groups – Stamping, Quality, Material Handling, Operators, Repair teams, Pilot teams, D.I.G., Team Leader and E-Coat.

At the conclusion of a preferred plantwide opening #1 posting, the subsequent opening will be reviewed by the parties and may proceed to a preferred plantwide opening #2 posting, as follows:

Preferred plantwide opening #2 – only to be utilized when the resulting opening is from one of the following departments/groups – Stamping, Quality, Material Handling, Operators, Repair teams, Pilot teams, D.I.G., Team Leader and E-Coat.

Team members from the following departments/groups are not permitted to make application for this posting – Stamping, Quality, Material Handling, Operators, Repair teams, Pilot teams, D.I.G., Team Leader and E-Coat.



**(c) WORKFORCE ADJUSTMENTS**

**(i) ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF TEAM MEMBERS ON A TEAM WITHIN A WORK GROUP**

Should it become necessary to require team members to be reassigned for the purpose of reducing the number of team members on a team within a work group, those team members with the lowest seniority on the combination of all shift teams will be reassigned.

After such a reduction where it becomes necessary to balance the staffing between the shifts, team members with the lowest seniority will be reassigned.

**(ii) ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF TEAM MEMBERS IN A WORK GROUP**

Should it become necessary to require team members to be reassigned for the purpose of reducing the number of team members in a work group, those team members with the lowest seniority on the combination of all shifts will be reassigned.

After such a reduction where it becomes necessary to balance the staffing between the shifts, team members with the lowest seniority will be reassigned.

**(iii) ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF TEAM MEMBERS IN A SECTION**

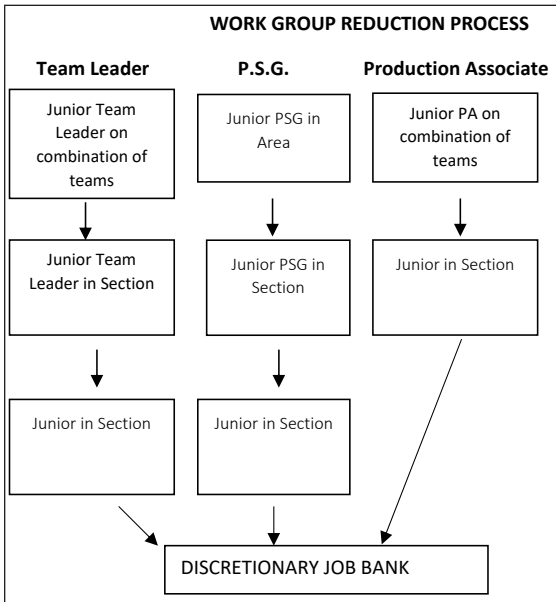
Should it be necessary to reduce the workforce in a section, team members will be transferred beginning with the team member having the least seniority.

Upon completion of (i), (ii) and/or (iii) above, in circumstances other than mass movement, those who would otherwise be reassigned shall have the option to select, without delay, a discretionary opening if one exists.

(iv) **ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF SKILLED TRADES TEAM MEMBERS**

Should it become necessary to reduce the workforce in any given trade, on a team, section, or the plant, Maintenance Associates will be reduced according to seniority regardless of the workgroup.

A team member reassigned under 22(c) shall become eligible to post to an opening pursuant to 22(b).



(d) **TRANSFER OF OPERATIONS**

Except in those instances in which CAMI and the Union mutually agree, the transfer of operations between sections or within the section between teams, that result in a change of required staffing, the affected sections or team(s), will be adjusted:

- (1) by transferring the entire team on a shift, including the team leader 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 on the shift and secondly requiring the transfers of low seniority members of the affected team on the shift (excluding the team leader), when less than the operation content of an entire team is transferred.

**Note:** In the event teams are combined by transfer of operations, the senior team leader will remain. Should a transfer of operations result in a surplus in a workgroup, the provisions of 22 (c) will apply.

A team member reassigned under 22(d) shall become eligible to post to an opening pursuant to 22(b).

### **(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 twenty (20) working days, it will be posted, unless the parties mutually agree otherwise. Where a temporary job station is created due to a safety issue, an abnormal model mix, or model launch activity this provision, 22 (e), will not apply. CAMI and the Union will meet to discuss any safety issue or abnormal model mix issues that last longer than twenty (20) working days. It is understood that this is not intended to apply to situations wherein team members are not at work on their teams as specified in Paragraph 22 (b) or to temporary job placement due to medical restrictions.

## **23. SKILLED TRADES**

- (a)
  1. Electrician
  2. Millwright
  3. Tool and Die Maker
  4. Pipefitter
  5. 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 support 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 Unifor 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 Committeeperson before 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 team members 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 team members to ensure proper job performance. The Union agrees to encourage team members to be responsible in their use of CAMI tools and equipment.

## **25. COMPENSATION**

The Base Wage Rates are as follows:

EFFECTIVE DATE	<u>10-17-2017</u>	<u>9-21-2020</u>
Production Associate	<u>34.83</u>	<u>35.53</u>
Production Support Group	<u>35.13</u>	<u>35.83</u>
Production Team Leader	<u>35.83</u>	<u>36.53</u>
Maintenance Associate	<u>41.06</u>	<u>41.88</u>
Maintenance Team Leader	<u>42.06</u>	<u>42.88</u>
Shift Engineer – Team Leader	<u>42.06</u>	<u>42.88</u>
Shift Operator 2nd Class	<u>41.06</u>	<u>41.88</u>
Shift Operator 3rd Class	<u>39.82</u>	<u>40.62</u>

For all eligible team members, Cost of Living Allowance (COLA) shall be in accordance with Appendix E.

Temporary Part Time (TPT)                      61.25% of Full Base Rate

For team members hired during 2010, wage rates and wage progression shall be in accordance with Appendix G.

For team members hired on or after September 17, 2013, wage rates and wage progression shall be in accordance with Appendix H.

## **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 team members.

Team members 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.

Team members 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.

Team members 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 team member worked on the date for which the hours are paid.

Team members hired on or after the effective date of the 2013 Collective Agreement shall receive shift premiums as detailed in the 2013 New Hire Agreement (Appendix H).



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

Each Team Leader will receive premium pay of one dollar (\$ 1.00) per hour in addition to their regular base pay, in recognition of the extra responsibility for organizing, planning, training and co-ordinating team members and team activities. Each production team member temporarily assigned to Team Leader duties for four (4) or more consecutive hours will receive premium pay of fifty cents (\$0.50) per hour in addition to their regular base pay, in recognition of the extra responsibilities for organizing, planning, training and co-ordinating team members and team activities. Each Skilled Trades team member temporarily assigned to Team Leader duties for four (4) or more consecutive hours will receive premium pay of eighty cents (\$0.80) per hour in addition to their regular base pay, in recognition of the extra responsibilities for organizing, planning, training and co-ordinating team members and team activities. This premium will be considered part of the straight time rate for overtime calculation.

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

Any team member 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 team member 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" as used in this Agreement means any hours compensated at time and one-half or double time. "Time and one-half" as used in this Agreement means one and one-half (1 ½) times the applicable straight time rate, including Cost of Living Allowance. "Double time" as used in this Agreement means two (2) times the straight time rate, including Cost of Living Allowance.

- b) A team member will be compensated for time worked at the team member's straight time rate except as otherwise provided herein.
- c) For purposes of this Paragraph 30(c), a team member's day shall be the twenty-four (24) consecutive hours beginning at the earlier of: the team member's regular shift starting time on a calendar day; or, the time the team member starts work for that shift.

All work performed by the team member in the team member's day will be considered as having been performed on the calendar day on which such "day" commenced.

Team members who have worked eight (8) hours at their straight time rate on their day which begins on Monday through Friday shall be paid at the rate of time and one-half for any additional time worked during their day.

This provision will not apply in the event:

- (i) 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 a team member's shift hours have been changed at the team member's request (through a mutual shift exchange). Application of Paragraph 30(c)(i) may be waived by agreement between CAMI and the Union.  
or;
- (ii) a team member's work in excess of eight (8) hours on the team member's day is the result of a regularly scheduled shift change.

Team members shall be paid at the rate of time and one-half for all time worked by the team member on Saturday to the extent that such time is not part of the team member's Friday shift and for all time worked by the team member on August Civic Holiday to the extent that such time is not part of the team member's shift on the preceding day.

- d) Team members shall be paid at the rate of double time for all time worked by the team member on Sunday, to the extent that such time is not part of the team member's Saturday shift.

- e) Team members shall be paid at the rate of double time for all time worked by the team member on the holidays as specified in Paragraph 31 and for time worked on a specified holiday in excess of eight (8) hours worked on a shift which starts the preceding day and runs over into one of the specified holidays.
- f) In addition to the amount a team member shall be paid according to Paragraph 30(e), a team member who performs work on the holidays as specified in Paragraph 31 shall also receive further payment at the team member's regular hourly straight time rate for all hours worked in excess of eight (8) on such day(s).
- g) Shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement.

### **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 dependent 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**

1st Year 17/18 (15days)

Friday, October <u>6</u> , 2017	Friday preceding Thanksgiving
Monday, October <u>9</u> , 2017	Thanksgiving
Monday, December <u>25</u> , 2017	Christmas – New Year Period
Tuesday, December <u>26</u> , 2017	
Wednesday, December <u>27</u> , 2017	
Thursday, December <u>28</u> , 2017	
Friday, December <u>29</u> , 2017	
<u>Monday</u> , January 1, 2018	
Friday, <u>March 30</u> , 2018	Good Friday
Monday, April <u>2</u> , 2018	Easter Monday
Friday, May <u>18</u> , 2018	Friday preceding Victoria Day
Monday, May <u>21</u> , 2018	Victoria Day
<u>Monday</u> , July <u>2</u> , 2018	Canada Day
Friday, August <u>31</u> , 2018	Friday preceding Labour Day
Monday, September <u>3</u> , 2018	Labour Day

2nd Year 18/19 (16 days)

Friday, October <u>5</u> , 2018 Monday, October <u>8</u> , 2018	Friday preceding Thanksgiving Thanksgiving
<u>Monday</u> , December 24, 2018 <u>Tuesday</u> , December 25, 2018 <u>Wednesday</u> , December 26, 2018 <u>Thursday</u> , December 27, 2018 <u>Friday</u> , December 28, 2018 <u>Monday</u> , December 31, 2018 <u>Tuesday</u> , January 1, 2019	Christmas – New Year Period
Friday, April <u>19</u> , 2019 Monday, April <u>22</u> , 2019	Good Friday Easter Monday
Friday, May <u>17</u> , 2019 Monday, May <u>20</u> , 2019	Friday preceding Victoria Day Victoria Day
<u>Monday</u> , July <u>1</u> , 2019	Canada Day
Friday, <u>August 30</u> , 2019 Monday, September <u>2</u> , 2019	Friday preceding Labour Day Labour Day

3rd Year 19/20 (17 days)

Friday, October <u>11</u> , 2019 Monday, October <u>14</u> , 2019	Friday preceding Thanksgiving Thanksgiving
<u>Monday</u> , December 23, 2019 <u>Tuesday</u> , December 24, 2019 <u>Wednesday</u> , December 25, 2019 <u>Thursday</u> , December 26, 2019 <u>Friday</u> , December 27, 2019 <u>Monday</u> , December 30, 2019 <u>Tuesday</u> , December 31, 2019 <u>Wednesday</u> , January 1, 2020	Christmas – New Year Period
Friday, April <u>10</u> , 2020 Monday, April <u>13</u> , 2020	Good Friday Easter Monday
Friday, May <u>15</u> , 2020 Monday, May <u>18</u> , 2020	Friday preceding Victoria Day Victoria Day
Friday, July <u>3</u> , 2020	Canada Day
Friday, September <u>4</u> , 2020 Monday, September <u>7</u> , 2020	Friday preceding Labour Day Labour Day

4th Year 20/21(16 days)

Friday, October <u>9</u> , 20 <u>20</u> Monday, October <u>12</u> , 20 <u>20</u>	Friday preceding Thanksgiving Thanksgiving
<u>Thursday</u> , December <u>24</u> , 20 <u>20</u> <u>Friday</u> , December <u>25</u> , 20 <u>20</u> <u>Monday</u> , December <u>28</u> , 20 <u>20</u> <u>Tuesday</u> , December <u>29</u> , 20 <u>20</u> <u>Wednesday</u> , December <u>30</u> , 20 <u>20</u> <u>Thursday</u> , December <u>31</u> , 20 <u>20</u> <u>Friday</u> , January <u>1</u> , 20 <u>21</u>	Christmas – New Year Period
Friday, April <u>2</u> , 20 <u>21</u> Monday, April <u>5</u> , 20 <u>21</u>	Good Friday Easter Monday
Friday, May <u>21</u> , 20 <u>21</u> Monday, May <u>24</u> , 20 <u>21</u>	Friday preceding Victoria Day Victoria Day
Friday, <u>July 2</u> , 20 <u>21</u>	Canada Day
Friday, September <u>3</u> , 20 <u>21</u> Monday, September <u>6</u> , 20 <u>21</u>	Friday preceding Labour Day Labour Day

**c) ELIGIBILITY**

Team members 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 team member’s straight time rate (Base Wage Rate plus Cost-of-Living Allowance applicable as of the date of the Holiday).

**d) QUALIFIERS**

- (i) Team members 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 team members must work as many hours as they are scheduled to work, less two (2).
- (ii) Team members 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 team members 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 team member is absent for any of the following approved reasons.

- Vacation
- Jury Duty
- Bereavement
- Suspension
- Layoff
- Maternity, Parental and/or Adoption Leave
- Union Leave
- Educational Leave
- Personal Leave
- Leave Associated with Appointment to Government or Community Agencies
- Pre-scheduled Medical Leave

(iii) Team members 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.

(iv) Failure to qualify as outlined in part (i) or (ii) herein, where extenuating circumstances prevail, will be reviewed in a positive manner.

**e) CHRISTMAS-NEW YEAR PERIOD**

Team members 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.

Team members whose Jury Duty, Maternity, Parental and/or Adoption leaves, or Disability leaves for which Sickness and Accident or Workplace Safety and Insurance Board 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 team member would otherwise have worked and each holiday thereafter in the said period.

**f) PAYMENTS FROM OTHER SOURCES**

In the event a team member 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 team members on a CAMI approved modified hours program, the hours a team member 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 team members who so qualify shall receive Holiday pay calculated only on the basis of the number of CAMI-paid daily hours the team member is scheduled to work during the week in which the Holiday falls.

**32. VACATION WITH PAY**

**SUMMER SHUTDOWN**

CAMI and Unifor have mutually agreed to the principle of mandatory vacation scheduling. All team members will take their full vacation entitlement during the vacation year. The vacation year shall be July 1 through June 30.

CAMI is committed to scheduling a two (2) week plant shutdown (Summer Shutdown) during the months of July and/or August. The parties maintain the right to agree to a week outside of the designated period if it is more advantageous to plant operations. During the Summer Vacation Shutdown the shift rotation schedule will be suspended for the scheduled shutdown



period, except for Maintenance operations which will continue normal shift rotation.

Production team members may be required to schedule all or part of their vacation to coincide with the Summer Shutdown. Any entitlement not coinciding with the Summer Shutdown will be scheduled according to scheduling practices.

For Skilled Trades team members only, any entitlement not coinciding with shutdown will be scheduled according to scheduling practices.

## VACATION

A team member's entitlement to vacation with pay in any vacation year will be dependent upon the team member's seniority as of July 1 of that year and the number of hours which have been paid to each team member in the preceding vacation year.

For team members who have worked one thousand (1,000) hours or more in the preceding vacation year, earned hours of vacation will be in accordance with the following schedule:

SENIORITY AS OF JULY 1	TOTAL VACATION ENTITLEMENT	MAX. HOURS OF VACATION HOLD BACK
One (1) but less than two (2) years	80	24
Two (2) but less than three (3) years	88	24
Three (3) but less than five (5) years	140	24
Five (5) but less than ten (10) years	160	24
Ten (10) but less than fifteen (15) years	180	24
Fifteen (15) but less than twenty (20) years	200	24
Twenty (20) or more years	240	24

For each fifty (50) hours or part thereof by which a team member fails to work the specified qualifying hours, hours of vacation

with pay entitlement will be reduced by five (5%) per cent. Vacation with pay will be the team member's applicable base rate and COLA.

"Hours worked" for the one thousand (1,000) hour qualification provision specified above shall include paid holidays, jury duty, maternity, parental, adoption and bereavement leave. Time for which a team member is absent on an approved Union leave of absence or absent and in receipt of income replacement benefits from the Workplace Safety and Insurance Board shall also be considered as "hours worked", provided the team member works during the preceding vacation year.

If a team member retires, resigns, dies or is terminated during the vacation year, the team member will have their remaining vacation entitlement, for the current vacation year, paid to them, or their estate, at the applicable rate of pay.

Vacation accrued in the current vacation year will be paid to team members who cease their employment, with the exception of termination with cause, at the applicable percentage shown in Table 1. All payouts will be paid, in the next following pay period, to affected team members at their rate of pay on the day their employment ceases.

Team members placed on indefinite layoff will be paid unused vacation on their last pay prior to the date their layoff commences. Any additional earned vacation will be paid out at the end of the next vacation year.

Table 1

<b>YEARS OF SERVICE</b>	<b>PERCENTAGE OF EARNED WAGES</b>
Less than one (1) year	4%
One (1) but less than two (2) years	6%
Two (2) but less than three (3) years	6%
Three (3) but less than five (5) years	7%
Five (5) but less than ten (10) years	8%
Ten (10) but less than fifteen (15) years	10%
Fifteen (15) but less than twenty (20) years	11%
Twenty (20) or more years	12%

### **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 (Powerhouse) 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 in consultation with the Union committee.

CAMI agrees that team members may from time to time request the opportunity of exchanging shifts with other team members 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 team members 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 team members who will be required to work.

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

CAMI will schedule an eighteen (18) minute paid rest period for each team member 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. When practicable, CAMI shall provide affected team members and Zone Committeeperson with advance notice of the requirement to reschedule rest periods.

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. DELETED**

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

Team members who are injured at work and who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

### **37. PAY DAY**

The weekly pay period will run each Sunday to Saturday. The team members will be paid on Thursday for the earnings of the previous week. If CAMI implements a new payroll system, for weeks that include a Monday paid holiday, team members will be paid on Friday for 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

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, Pre-Retirement Income Maintenance Program and Retirement Allowance Program (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 team members. 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, military reserve training, appointment to government or community agencies, and intermittent incarceration according to Letter 51. Leaves of absence will not be unreasonably withheld.

With minimum advance notice of 24 hours CAMI will grant Union paid and unpaid leaves of absence for members of the Executive Board and Inplant. It is CAMI's intent to approve such leaves, however, should the number of requests have a potential to be disruptive to the operations CAMI, the Local Plant Chairperson and the Local Union President will discuss alternatives.

With minimum advance notice of 24 hours CAMI will grant Union paid and unpaid leaves of absence for Standing Committee Chairpersons, except where the number of requests unreasonably disrupts operations. In such instances CAMI and the Local Union President will discuss alternatives.

CAMI will also grant statutory leaves of absence as provided for in the Employment Standards Act.

Applications for leaves of absence by Skilled Trades team members to participate in International or Canadian relief programs/agencies will be considered under the provisions of this paragraph.

#### **40. DELETED**

#### **41. JURY DUTY**

While a team member 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 team members 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 a team member's:

Family member	Number of Excused Regularly Scheduled Work Days
spouse child parent sister brother	Four Days
step-child son's current spouse daughter's current spouse parent of a current spouse grandparent grandchild grandparent of a current spouse half-brother half-sister step-parent of team member step-parent of current spouse step-sister step-brother	Three Days

a team member with seniority covered by this Agreement shall be granted an excused absence for three or four regularly scheduled eight (8) hour work days as indicated above (including scheduled Saturdays (exclusive of overtime premium) but excluding non-Scheduled Saturdays, Sundays and Holidays) within ten (10) days of the death and shall be compensated at the team member's base rate of pay + COLA + applicable shift premium, excluding any other premiums.

## 43. PROBLEM SOLVING, GRIEVANCE AND ARBITRATION PROCEDURE

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 team member work-related problems or concerns except in instances of discipline or to a Human Rights violation. Matters pertaining to discipline of less than a three (3) working day suspension shall be referred directly to the Problem Solving Stage (step two). Discipline of three (3) working days or greater shall be referred directly to the Grievance Stage (step three). Human Rights issues will be dealt with through the procedure identified in Letter 71.

No record shall be kept of problems or concerns at the discussion stage. Records shall be kept during the Problem Solving process. Problem Solving resolutions shall not represent a precedent for the resolution of other concerns.

When a team member has a concern or problem of any kind, it is the obligation of that team member to raise that concern first with their Group Leader.

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

	<b>Discussion Stage (step 1)</b>	<b>Problem Solving (step 2)</b>	<b>Grievance Stage (step 3)</b>	<b>Grievance Stage (step 4)</b>
Team member work related problem	Team member, Group Leader	Team Member, Committee-person, Group Leader, Shift Lead	E.R. representative, Area Manager, E.R. Supervisor, Committee-person, Plant Chairperson	Plant Chairperson, Committee-person, <u>and/or</u> Union National representative <u>as required</u> , E.R. Supervisor, Personnel Director
Discipline Issues < 3 working day suspension		Committee-person, Group Leader, Shift Lead	E.R. representative, Area Manager, E.R. Supervisor, Committee-person, Plant Chairperson	Plant Chairperson, Committee-person, <u>and/or</u> Union National representative <u>as required</u> , E.R. Supervisor, Personnel Director
Discipline Issues 3 working day suspension or greater			E.R. representative, Area Manager, E.R. Supervisor, Committee-person, Plant Chairperson	Plant Chairperson, Committee-person, <u>and/or</u> Union National representative <u>as required</u> , E.R. Supervisor, Personnel Director
Policy Grievances			E.R. representative, E.R. Supervisor, Committee-person, Plant Chairperson	Plant Chairperson, Committee-person, <u>and/or</u> Union National representative <u>as required</u> , E.R. Supervisor, Personnel Director
Human Rights				Plant Chairperson, Union National representative, E.R. Supervisor, Personnel Director
Timing	2 working days to discuss issue and respond	5 working days to meet and respond	5 working days, plus schedule to meet. 5 working days to respond.	Meetings as required. 5 working days to respond.



## **(1) DISCUSSION STAGE (STEP ONE)**

The team member shall raise the concern to the Group Leader within five (5) working days of its occurrence or the team member'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 Group Leader shall answer concerns raised to him/her directly by the team member within one (1) working day.

If a team member's concern is not satisfactorily addressed at the Discussion Stage, the team member shall be provided with a concern sheet. The concern sheet shall not be considered as a grievance or be considered or introduced as evidence in any manner.

It is the responsibility of the team member to fill out the concern sheet which will include the nature of the problem and the requested resolution. Concern sheets shall be submitted to the Group Leader no later than one (1) working day after the Group Leader verbally responds to the concern.

Team members shall not submit concern sheets nor shall concern sheets be accepted prior to a Group 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 Problem Solving Stage (2).

## **(2) PROBLEM SOLVING STAGE (STEP TWO)**

Upon receipt of a concern sheet from a team member, the Group Leader shall contact the Zone Committeeperson and arrange a Problem Solving meeting between the team member, Zone Committeeperson, Group Leader and Shift Leader. The meeting and written response to such meeting shall occur within five (5) working days of receipt of the concern sheet.

No individual shall be requested or required to respond to a concern if any of the previous steps of the process, as detailed above, has not occurred. Unsatisfactory resolution of a problem in the Problem Solving Stage may result in the submission of a grievance by the Union within ten (10) working days from the

receipt of the Shift Leader's decision. The concern sheet shall be attached to the grievance form.

The time limits for the presenting of a concern, timing of Problem Solving Meetings or responding to a concern, as required in this paragraph, may be extended by mutual consent between CAMI and the Union in writing on the concern sheet.

### **(3) GRIEVANCE STAGE (STEP THREE)**

The parties agree that there will be weekly Step Three Meetings if required. This meeting will include the following five (5) persons, the Plant Chairperson, Zone Committeeperson, Employee Relations Representative, Employee Relations Supervisor and Area Manager. The Step Three grievance(s) agenda will be supplied to Employee Relations by the Plant Chairperson within five (5) working days of the grievance having been advanced to Step Three.

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

### **(4) GRIEVANCE STAGE (STEP FOUR)**

Should the grievance remain unsettled, it must be referred by the Plant Chairperson within five (5) working days to a Step Four meeting which shall be attended by the Personnel Director, the Employee Relations Supervisor, the Plant Chairperson, the Committeeperson and/or the Union National Representative as required. Either party may request a designate and/or an advisor to attend.

The Step Four meetings will be scheduled on a monthly basis and the agenda will be supplied by the Union thirty (30) days in advance of the meeting.

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

### **(5) 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 within ten (10) working days of the Step Four response, as moved by the Union.

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.

## **GENERAL**

The mutual interests of the parties are best served when the proper representatives of the parties at each step of the procedure are granted authority to resolve concerns/grievances. Such authority is not diminished, however, if either party finds it necessary to engage in further investigation or consultation prior to making proposals for grievance resolution.

Any problems regarding the above language shall be reviewed immediately by the Personnel Director and representative of the National Unifor.

CAMI if a Company grievance, or the Union if a Union grievance, may, at any time, refer a grievance to a lower step of the procedure. The Plant Chairperson will have carriage of the grievance.

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. Both parties shall abide by the timelines set forth.

The term “working days” when used in this Agreement for grievance procedure 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 team members, or to a Union policy grievance which an individual grievant could not bring, or to a management grievance. The Union and Management grievances may be referred directly to the third step grievance meeting, within five (5) 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 team members 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 Collective 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.

#### **44. DELETED**

#### **45. ADMINISTRATION OF DISCIPLINE**

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

No disciplinary action shall remain against a team member's record for a period longer than twelve (12) months.

A team member will be provided a copy of any disciplinary notice entered on the team member'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 team members engaged in similar work, on a shift, within groups to be mutually determined. A record of overtime will be posted, or provided otherwise as agreed, in each section 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 team members. CAMI will maintain first aid kits.

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

CAMI will supply the Union with the following information electronically on a monthly basis:

- (a) Seniority lists
- (b) Team members by rate
- (c) Team members transferred into or out of the bargaining unit
- (d) Team members on leave of absence for more than one week and the reason specified for the leave
- (e) Team members on layoff for more than one week and team members recalled from layoff of more than one week
- (f) Team members who have lost seniority, including those discharged
- (g) The names and addresses, including postal codes, and telephone numbers of all team members covered by the Collective Agreement. (It will be the responsibility of the team member to keep CAMI advised of their current address and postal code at all times. The information so provided will be regarded as the team member's official address for all purposes under this Agreement.)
- (h) A list of those team members when dues deductions are made, and a list of those team members when dues deductions are not made and the reason therefore

- (i) Team members on occupational leaves of absence, including team member number, department, date of injury, return to work date, time lost and claim number
- (j) Reports indicating usage of income security will be provided to the Union

## **49. HEALTH AND SAFETY**

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

The parties agree to establish a Joint Health and Safety Committee (JHSC) consisting of the elected Health and Safety representatives from all shifts representing the Union, and up to an equal number of 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 team members at CAMI.

### **b) REPRESENTATION**

Both parties agree that the Union will select one (1) full time Health & Safety Representative for each production shift. A production shift relative to Health & Safety Representation shall refer to those shifts where Welding, Paint, and Assembly are in operation. Should CAMI become a one production shift or three production shift operation, the number of full time Health & Safety Representatives shall be adjusted to reflect the number of production shifts.

In the event of a workforce reduction resulting in a layoff, the Health & Safety Representative(s) will be entitled work on their respective shifts if one (1) or more team members are in the plant on the relevant shift.

Full time representation by the Health & Safety Representative(s) shall be defined as the regular work week of forty (40) hours. Health & Safety Representatives will request time off through the Safety Supervisor or their designate.

The Union will also select one (1) alternate for each Health & Safety Representative to carry out the responsibilities outlined in part (d) below. Health & Safety Representative Alternates shall

be assigned to the same shift and shift rotation as their respective Health & Safety Representative.

In the event of an absence from the plant by a Health & Safety Representative, every effort will be made to activate the appropriate Alternate. Alternates will be activated taking into account production's ability to do so without major disruption to the operation. The Health & Safety Representative Alternate will also be activated when a Health & Safety Representative is conducting training for four (4) consecutive hours or more.

The parties also agree that if a Health & Safety Representative is investigating a work refusal and a simultaneous work refusal occurs, the Health & Safety Representative will be contacted and the Alternate automatically activated. In circumstances where the Health & Safety Representative will be off site and the Health & Safety Representative's Alternate cannot be activated, prior to the Health & Safety Representative leaving the plant, the Plant Chairperson will be notified of the Health & Safety Representative's absence. In the event there is an urgent health and safety matter (e.g. work refusal) the Health & Safety Representative's Alternate will be automatically activated.

### c) REPRESENTATION ON OVERTIME

This section defines the overtime rights of the full time Health & Safety Representative(s). Overtime as provided in this section shall be the only overtime to which the Health & Safety Representative(s) has a right. A Health & Safety Representative's Alternate, when acting in the capacity of the Health & Safety Representative, shall assume the overtime rights of the Health & Safety Representative.

The Health & Safety Representative(s) shall be required to work overtime as outlined in the chart below:

POSITION	MANDATORY	VOLUNTARY
Health and Safety Representative	1 Section on Shift Excluding Stamping and Q.C. and M/H	40 Team Members in the Plant on shift

Overtime will be offered sequentially through the full time Health & Safety Representative(s) and then their alternates starting with the shift opportunity.

#### **d) RESPONSIBILITIES**

The primary responsibilities of the Health & Safety Representative(s) shall be to follow 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 Unifor/CAMI Agreement.

In addition to the Health & Safety Representatives' 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 Health and Safety policy, procedure and program changes will be reviewed with the JHSC prior to change. CAMI and the Union further agree it is imperative for all team members to comply with Health and Safety policies, procedures and programs to ensure a safe workplace. It is CAMI's intent to give the Joint Health and Safety Committee the opportunity to be involved in the review of new or modified equipment safeguarding. The JHSC shall be involved in the commissioning process (COS 5391 – Equipment Commissioning) as described in the policy. The JHSC will be consulted on any modifications to the process. The parties agree that early involvement with new or modified equipment is beneficial.

In support of this, where training in new devices, systems or technology related to equipment safeguarding being introduced at CAMI would assist the JHSC members in their review, CAMI will endeavour to provide such training.

#### **e) SAFETY AND HYGIENE TESTING**

Health & Safety Representatives and their alternates may have access to all CAMI monitoring equipment for all safety and hygiene testing. CAMI agrees to adequately train Health & Safety Representatives and their alternates in the effective use of said monitoring equipment. CAMI also agrees to provide occupational hygiene training to the Health and Safety Representatives and their alternates as appropriate. The JHSC will provide recommendations on hygiene training requirements and sources.

Industrial Hygiene testing to be completed quarterly on chemical exposure as determined by the JHSC.



Where Industrial Hygiene tests indicate that a team member has been exposed to a hazardous biological or chemical agent as outlined under the OHS Act, CAMI shall provide to the team member, upon their request, results of such medical examinations or tests related to the exposure. Upon team member's written request, copies of such information will be forwarded to the team member'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) SEMI-ANNUAL WORKPLACE INSPECTIONS**

A semi-annual 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, Health & Safety Representative 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 Group 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 and alternates receive certification training (Parts I and II), in accordance with the OHS Act, within a reasonable time. The JHSC will provide recommendations on certification training requirements and sources.

**i) PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

**k) JOINT HEALTH AND SAFETY COMMITTEE TRAINING**

In addition to JHSC certification training, CAMI agrees to provide further health and safety training to the JHSC representatives and JHSC alternate representatives. The training provided is intended to increase competency in completion of daily activities, while performing the functions of H&S representative.

Appropriate training will be identified by the JHSC. Courses at accredited community colleges, universities, or safety related conferences will be considered.

**D) STANDARDS AND CODES**

The Company agrees to provide copies of relevant health and safety codes, guidelines, and standards, such as the Ontario building code, fire code, appropriate CSA standards, ANSI Standards, and other standards deemed necessary by the JHSC, at no cost to the Union.

**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 Collective Agreement in booklet or electronic form, including the supplements listed under Paragraph 38, to all team members.

**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 team members (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 team members. The communication meeting may be held at a time other than the start of a production shift on mutual agreement of CAMI and the Union.

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 10:59 p.m. September 21, 2021.

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 Assembly

Unifor

FOR

FOR

CAMI Assembly

Unifor – LOCAL 88

M. Di Carlantonio

M. Van Boekel

G. Duff

D. Borthwick

K. Sandham

M. Murphy

J. Nunn

J. Doyle

M. Murdoch

T. Dunn

S. Adams

A. Trudgen

J. Buckholz

B. Scorgie

M. O'Neill

M. Montgomery

C. Wilson

J. Graves

J. Banks

J. Breslin

D. Chiodo

S. Wark

W. MacDonald

M. Munce

C. Vermey

C. Peirce

## **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.

A team member 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 team member had established prior to transferring to the salaried position.

Whenever a team member 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 General Motors of Canada Company, CAMI Assembly.
- (b) The term “Union” shall mean Local 88 of Unifor.
- (c) “Registration Agency” shall mean the appropriate governing body.
- (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 Registration Agency.
- (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 Tradesperson 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 Joint 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 Joint Apprenticeship Committee during the regular shift of the Apprentice Committeeperson.
- 2.3 The Joint Apprenticeship Committee will have decision making ability with respect to the provisions of this Appendix with the exception of Article 7.0 – WAGES. Decision making ability will also include the process used to evaluate candidates, review of school curriculum, costs while attending school and cost of school projects. The Joint Apprenticeship Committee shall also make recommendation(s) with respect to legislated changes as they affect the Apprenticeship Board. Should the Committee be unable to reach an acceptable resolution, a Company representative and the Union Chairperson will discuss the concern with the Apprenticeship Committee.

### **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 a team member completing the apprenticeship program and being accepted as a journeyman will be the date of registration in the apprenticeship in the respective trade. No apprentice shall acquire seniority as a Skilled Trades journeyman for time in a CAMI apprenticeship prior to March 2, 1992. A team member will be transferred from the apprentice seniority list to the appropriate Skilled Trade seniority list when the team member has provided CAMI with proof of the issuance of the Certificate of Completion.
- 3.3 In those instances where an apprentice attains journeyman status and there is no regular Maintenance Associate

opening at that time, the team member will be given an assignment at the discretion of CAMI until such time as an opening becomes available. CAMI will consult with the Skilled Trades committeeperson prior to reaching final decision regarding the assignment.

- 3.4 A team member 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 team member shall be returned, when practical, to the section to which the team member was assigned at the time they joined the program according to the team member's plant seniority. In these instances, such re-assignments shall be as Production Associates. Time worked by the team member 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 team member shall be returned, when practical, to the section to which the team member was assigned at the time they joined the program according to the team member'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 Group Leader in the section to which the apprentice is temporarily assigned.
- 4.2 Where practical, apprentices shall not be offered overtime until all journeypersons in the trade 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 Group 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 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 team member shall not be eligible to submit applications for transfers pursuant to Paragraph 22 of the Collective Agreement until the team member has 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 who commenced their apprenticeships prior to the commencement of the 2013 Collective Agreement 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.

Apprentices commencing their apprenticeships after the effective date of the 2013 Collective Agreement shall follow the wage progression as described in 7.1 (c).

- (b) Apprentices commencing their apprenticeships prior to the commencement of the 2013 Collective Agreement 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

4<sup>th</sup>/5<sup>th</sup> 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 COLA benefit.

- (c) Apprentices commencing their apprenticeships after the effective date of the 2013 Collective Agreement 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

– 60% of the current Journeyperson’s base rate

2nd 1000 hours

– 65% of the current Journeyperson’s base rate

3rd 1000 hours

– 70% of the current Journeyperson’s base rate

4<sup>th</sup>/5<sup>th</sup> 1000 hours

– 75% of the current Journeyperson’s base rate

6th 1000 hours

– 80% of the current Journeyperson’s base rate

7th 1000 hours

– 85% of the current Journeyperson’s base rate

8th 1000 hours

– 90% of the current Journeyperson’s base rate

9th 1000 hours

– 95% of the current Journeyperson’s base rate

Successful Completion

– 100% of the current Journeyperson’s base rate

Apprentices, who were not otherwise seniority team members as of the effective date of the 2013 Collective Agreement, receive no COLA benefits.

## **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 discipline 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 Technical Training Centre to apply to the Registration Agency for the issuance of a Certificate of Completion of Apprenticeship to the apprentice. It is expected that all graduating apprentices attain a Certificate of Qualification from the Registration Agency.
- 9.2 Upon completion of the apprenticeship, vacation shall be selected utilizing trade seniority.

### **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 – Unifor Collective Labour Agreement in the event of a conflict between the two documents.

## APPENDIX C

### POWERHOUSE CONTINUOUS SHIFT OPERATION

#### OVERVIEW:

The schedule of working hours to operate the CAMI Powerhouse with six (6), two (2) journeyperson 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 “Technical Standards and Safety Act, 2000” as amended to Ontario Regulation 219/01.

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 team members 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 six (6) 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 maintenance relief shifts and another week of eight (8) hour shifts as waste water operators.

A normal schedule requires six (6) weeks (42 days) to complete a cycle with 7th week beginning the repeat cycle. 248 actual hours are scheduled over a six (6) week period as follows:

WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6
36 (3x12hr)	48 (4x12hr)	36 (3x12hr)	48 (4x12hr)	40 (5x8hr)	<u>40</u> ( <u>5x8hr</u> )

Team members favour this pattern as it allows for four out of six 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 – 1500 h (8 hour shift)
<u>Waste Water Operator Day Shift</u>	<u>0700 h – 1500 h</u> <u>(8 hour shift)</u>
<u>Waste Water Operator Afternoon Shift</u>	<u>1500 h – 2300 h</u> <u>(8 hour shift)</u>

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 Facilities 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 team members 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:**

A team member scheduled to a 12 hour shift will be provided with a paid lunch break during the 12 hour period.

A team member scheduled to the 8 hour maintenance relief shift will be provided lunch and break periods consistent with Letter 1 of the Collective Agreement.

**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:**

Team members 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.

Team members shall receive a continuous shift premium of 0.9% per hour of base rate for all hours worked.

**SUNDAY PREMIUM:**

Team members 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 team members in the same classification the right of refusal of available overtime.

A Powerhouse team member 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 team member 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: (EXCLUDING CHRISTMAS – NEW YEAR PERIOD)**

Team members who have attained seniority on or before the qualifier immediately preceding a Paid Holiday, shall receive eight hours pay at the team member's (base rate + COLA) for such paid holidays, providing the team member 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).

A team member, who is scheduled and works a minimum of eight (8) hours on a paid holiday while working one of the twelve (12) hour shifts of the shift pattern of week(s) 1 through to 4 inclusive and who meets the eligibility criteria for holiday pay as specified above, shall have an option of:



- (a) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, plus eight (8) hours pay at the team member's (base rate + COLA) for such paid holiday, or
- (b) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, and the ability to schedule a subsequent day off, with eight (8) hours pay, in lieu of the holiday, while the team member 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 team member and CAMI, with eight (8) hours of pay at the team member's (base rate + COLA) to be paid on the Thursday following the week in which such day was taken off.

In the event that a "banked" day(s) has not been taken off during the current vacation year, the team member and CAMI agree to allow the banked day(s) to be carried forward into the following vacation year. Should any banked days be carried forward into the following vacation year and not taken off by June 30 of such vacation year, the team member shall receive eight (8) hours of pay at their (base rate + COLA) for each banked day not taken off.

It is understood that at no time shall a team member be allowed to have "banked" more than five (5) 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 – Unifor Labour Agreement, Shift Engineers and Shift Operators will receive a premium equal to their straight time rate for all hours worked, excluding Saturday(s) which will be at a premium equal to one-half their straight time rate. 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 team member.

In the event Christmas or New Year's Day falls on a Saturday, Shift Engineers and Shift Operators will receive a premium

equal to time and one-half for all hours worked on these days. Excluding shift premiums, no other premiums apply.

In the event Christmas or New Year's Day falls on a Sunday, Shift Engineers and Shift Operators will receive a premium equal to double time for all hours worked on these days. Excluding shift premiums, no other premiums apply.

### **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 team members. 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 team members 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 team members. Each team member will continue to receive their regular pay for the mutual change period as if the change did not occur.

## **SENIORITY:**

Stationary Engineers will be regarded as probationary team members for the first forty-five (45) scheduled shifts of their employment, within a six (6) month period and shall have no seniority standing until the completion of forty-five (45) scheduled shifts. The forty-five (45) scheduled shifts is calculated based on the five (5) week shift pattern of the Powerhouse. During this period CAMI will be the sole judge of their 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 team member's name will appear on the appropriate seniority list in order of the respective date of hire.

## **PAYROLL:**

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

200 regular straight time hours  
208 hours x 0.9% per hour of base rate 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 0.9% per hour of base rate 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 0.9% per hour of base rate premium)

For 6<sup>th</sup> Week

Wastewater Operator

- 40 hours regular (base rate + COLA)
- 40 hours applicable shift premium for afternoon shift wastewater operator

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 team members involved, hours of work, contact person and signature of all team members involved will be submitted for government approval to:

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

## APPENDIX D

### JOB SECURITY – SKILLED TRADES

#### MAINTENANCE PHILOSOPHY:

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 maximized operational availability and efficiency;
- (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.

The foregoing shall serve to support the maintenance organization's core business philosophy of focus on continuous improvement, preventive and predictive maintenance, preventive maintenance follow-up and production support.

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 Skilled Tradespersons to these activities, consistent with sound business practice, for the development of the tradespersons and the improvement of project implementation.

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 team member skill levels and training needs of its Skilled Trades team members.

### **JOB SECURITY:**

In 1998, CAMI and the Union focused on the impact of contracting decisions and their impact on individual team members and their families. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide team members and their families with a measure of income security. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties negotiated the Job Security – Skilled Trades agreement during this set of negotiations.

Within this context, CAMI confirms the understandings reached during the 2001 negotiations regarding Skilled Trades concerns over work performed by outside contractors.

Primary among these understandings is CAMI's commitment that there will be no layoff of Skilled Trades team members as a result of outside contracting throughout the life of this agreement.

More specifically:

1. Planning – CAMI management shall meet semi-annually to review with the Skilled Trades committee person projected work loads regarding the installation, maintenance and repair of existing or new equipment and facilities. In addition, a meeting with the appropriate Unifor National Representative will be held quarterly to review the process.
2. Information – Advance notice of outside contract activities will be provided, in situations other than emergencies, at least ten (10) days in advance to permit meaningful discussion and a careful analysis of CAMI's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work including the number of trades persons required to perform the work.

3. Layoff / Recall – When Skilled Trades team members are on layoff in a trade, the nature of the work they regularly perform at CAMI, and consideration is given to outside contracting said work, CAMI Skilled Trades team members will be given first priority for the work, before letting the contract provided that they can perform the available work.
4. Full Utilization – It is the intention of CAMI to fully utilize its own Maintenance Associates in the performance of the maintenance work they regularly perform at CAMI. Consistent with CAMI’s current scheduling practice, when such work is required to be performed, Skilled Trades team members will be given first priority to do such work provided they are capable of performing such work.
5. Maintenance Associates will be given first priority to perform skilled trades work with the following exceptions:
  - a) Specialized work
  - b) Special licensing requirements
  - c) Work typically performed by contractors. Examples include but are not limited to masonry, carpentry, unskilled labour, etc.
6. When exceptions a) or b) are let to outside contractors and internal knowledge of the work being performed is valuable to the Company’s ongoing maintenance requirements, such additional Maintenance Associates may be assigned to complement the project or perform other work on a one to one basis and will be determined in consultation with the Skilled Trades Representative or designate.
7. For the purposes of warranty work regularly performed by CAMI skilled trades on specific equipment, during the first six (6) months after the equipment has been released for regular production, the vendor or its agent will perform warranty work accompanied by an equal number of Maintenance Associates, if available, for training purposes. If the warranty work is not deemed to be a “value added” training opportunity, such additional Maintenance Associates may be assigned to perform other work. It is understood that no additional obligation is implied to bring team members in on overtime or from other reference groups. After the six (6) month period, Maintenance

Associates will perform the work as provided for in this agreement.

8. For the purposes of the Layoff/Recall and Full Utilization provisions as noted in part 3 and 4, above references made to Skilled Trades team members shall include Apprentices in the last one thousand (1,000) hours of their Apprenticeships.
9. Implementation – This agreement will be implemented in full, within thirty (30) working days following the effective date of this Agreement. An extension to the above may be mutually agreed upon following discussions between the parties. A joint training program on the application of Appendix D will be implemented.

The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among team members in today's business setting. With this new sense of security, the parties believe Skilled Tradespersons may apply themselves to pursuits that are in the best interest of themselves, CAMI, the Union, and their communities.



## **APPENDIX E**

### **COST OF LIVING ALLOWANCE**

The cost of living allowance payable beginning on the effective date of this agreement will fifty-nine cents (59¢) per hour.

This allowance will thereafter be subject to adjustment quarterly on the first Monday of each month, beginning in June, 2020, and following each quarter afterward, (September, December, March, June).

Through to 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 GM/Unifor 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/Unifor Oshawa Local Wage Agreements.

The “Technician-Production” classification under the 2016 GM/Unifor Oshawa Local Wage Agreement corresponds to the rate paid to the CAMI Production Work Groups.

The “Electrician” classification under the 2016 GM/Unifor Oshawa Local Wage Agreement corresponds to the rate paid to the CAMI Maintenance Work Groups.

## APPENDIX G

### MEMORANDUM OF AGREEMENT

Between

**CAMI Assembly and Unifor Local 88**

**RE: 2010 New Hires**

The Company and Union agree that new team members hired during 2010 will be subject to the wage, benefit and pension provisions outlined below, notwithstanding the provisions of the Collective Agreement.

Wage Progression:

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

Cost of Living Allowance (COLA):

- Not eligible for COLA until 3<sup>rd</sup> anniversary date.

Supplemental Unemployment Benefit (SUB):

- Not eligible for SUB payments until 3<sup>rd</sup> year anniversary date.
- SUB levels reduced as follows:
  - New hires with at least three (3) years of seniority but less than five (5) years will be eligible for a maximum of thirty-nine (39) weeks of SUB. The first twenty-six (26) weeks will supplement to sixty-five percent (65%) of weekly straight-time pay. The remaining thirteen (13) weeks will supplement to fifty percent (50%) of weekly straight-time pay.
  - New hires with at least five (5) years but less than ten (10) years will be eligible for a maximum of fifty-two (52) weeks of SUB. The first twenty-six (26) weeks will supplement to sixty-five percent (65%) of weekly straight-time pay. The remaining twenty-six (26) weeks

will supplement to fifty percent (50%) of weekly straight-time pay.

- New hires with at least ten years of seniority but less than twenty (20) years will be eligible for a maximum of seventy-eight (78) weeks of SUB. The first thirty-nine (39) weeks will supplement to sixty-five percent (65%) of weekly straight-time pay. The remaining thirty-nine (39) weeks will supplement to fifty percent (50%) of weekly straight-time pay.
- New hires with twenty (20) years of seniority or more will be eligible for a maximum of one hundred four (104) weeks of SUB. The first fifty-two (52) weeks will supplement to sixty-five percent (65%) of weekly straight time pay. The remaining fifty-two (52) weeks will supplement to fifty percent (50%) of weekly straight-time pay.

#### Short Work Week (SWW):

- Not eligible for SWW payments until 3<sup>rd</sup> year anniversary.

#### Retiree Health Care:

- Coverage will equal any and all coverage provided by GMCC, provided such coverage exists in the CAMI-Unifor Local 88 Collective Agreement and Supplemental Agreement in force at the time.
- Coverage may be subject to the terms of a future Health Care Trust agreement provided the new hire team members are employed prior to such agreement coming into force.

#### Pension:

- Any team member hired during 2010 will contribute \$1.00 per hour worked toward the existing defined benefit plan.
- Pension credited service is capped at a maximum of 30 years for team members hired during 2010.

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

## APPENDIX H

### TEN (10) YEAR NEW HIRE GROW IN PROGRAM

#### **Framework:**

New hires will start their jobs at a lower compensation level and then gradually work their way up to a complete compensation package that is broadly comparable to the existing wages and benefits specified in the current Unifor collective agreement.

CAMI Assembly acknowledges that this program significantly impacts the business case for future investments in its Canadian operations, and that these provisions provide an all-in cost structure for new hires that is competitive with other developed jurisdictions.

#### **Definitions:**

“*Base Rate:*” Contractual hourly production wage excluding COLA.

“*Starting Base Rate:*” \$34.15

“*Current Base Rate:*” Base rate at any point in time in the future.

“*COLA:*” Cost of Living Allowance paid to current employees on top of the base rate (currently \$0.59).

#### **Wages:**

- New hire wages are defined as a proportion of the starting base rate, as specified in the following table.
- Grow-in wage ratio is calculated according to years of seniority.

<b>Hourly Wage Phase-In</b>			
<b>Year</b>	<b>% of Starting Base</b>	<b>Year</b>	<b>% of Starting Base</b>
0-1	<u>61.25</u>	greater than 6, to 7	<u>84</u>
greater than 1, to 2	<u>64</u>	greater than 7, to 8	<u>88</u>
greater than 2, to 3	<u>66.75</u>	greater than 8, to 9	<u>92</u>
greater than 3, to 4	<u>72</u>	greater than 9, to 10	<u>96</u>
greater than 4, to 5	<u>76</u>	greater than 10, to 11	100
greater than 5, to 6	<u>80</u>	Greater than 11 (12 <sup>th</sup> year + subsequent)	<u>Current base rate</u>

**COLA:**

- The new hire becomes eligible for payment of COLA and any adjustments to the wage and/or lump sum payments beginning in the year after his or her wage has reached the level of the current base rate.

**Year 4 – Lump Sum Payment:**

- Notwithstanding the above, all new hires employed after ratification under this program will be eligible for the lump sum payment of \$1,000 paid prior to the Christmas shutdown in December 2020.

**Vacation & Paid Holidays:**

- Eligibility for vacation time is phased in according to the following table.
- New hires receive the same paid holidays as specified in the collective agreement.
- Upon attaining 10 years of seniority, in the 11<sup>th</sup> year and afterward the new hire becomes eligible for the existing vacation schedule as specified in the collective agreement.

<b>Vacation Hours</b>			
<b>Years of Seniority at July 1 of Current Vacation Year</b>	<b>Hours per Year</b>	<b>Years of Seniority at July 1 of Current Vacation Year</b>	<b>Hours per Year</b>
Less than 1 year	4% of <u>gross pay</u>	5 but less than 6 years	112
1 but less than 2 years	80	6 but less than 7 years	120
2 but less than 3 years	88	7 but less than 8 years	120
3 but less than 4 years	96	8 but less than 9 years	120
4 but less than 5 years	104	9 but less than 10 years	120

**SUB:**

- Short work week benefits paid after year 3
- No other SUB benefits years 1-5
- Half SUB benefits years 6-10
- Full SUB benefits after year 10
- No restructuring incentives paid until year 6 and after

**Pensions:**

- All new hires will be enrolled in a Defined Contribution (DC) Plan. Details of this Plan are attached in Exhibit C-2, Section 11, Defined Contribution Provisions of the CAMI Automotive Pension Plan for Production and Maintenance Workers.

**Health:**

- New hires receive active health benefits as per the terms of the existing collective agreement (e.g. health benefits beginning in fourth month of service, dental benefits after one year, etc.).
- New hires pay monthly subscription (\$30 + tax) beginning in their third month of service for the fourth month of coverage

**LTD/S&A:**

- Length of benefits capped at year-for-year of seniority (current practice)
- Level of benefit tied to wage progression (current practice)

**Life Insurance:**

- Active life insurance benefit will be pro-rated for new hires with wage table above (e.g. new hire will receive 61.25% of the specified benefit in year 1, 64% in year 2, 66.75% in year 3, etc.).

**Wage Premiums:**

- New hires receive full overtime and weekend/statutory work premiums
- Premiums for shift work during the first 10 years are 50 cents per hour for afternoon shift work, and one dollar per hour for midnight shift work
- Shift premiums in year 11 and subsequent will be as defined in the current collective agreement for existing employees

**Dependent Scholarship Plans:**

- Benefits will be paid as per existing collective agreement beginning in year 11 and after

## **Legal Services Plan**

- New hires will not receive benefits under the legal services plan while active or retired and their hours will not be part of the funding rate

## **Licensed Non-Profit Child Care Subsidy:**

- Benefit paid as per current contract language to new hires after 1 year of service while active

## **Retiree Health Benefits:**

- The Company will contribute specified hourly contributions into individually funded accounts for each production employee beginning after the new hire has grown in to the full current base rate of wages.
- The Company will contribute specified hourly contributions into individually funded accounts for each skilled trades employee beginning in year 11.
- The retiree health contributions by the Company will be phased in over some years to a maximum of \$1 per compensated hour (up to 2080 hours per year).
- Beyond these defined hourly contributions the Company will incur no liability for retiree health benefits for new hires.

## **Skilled Trades**

- The wage grow-in scale for newly hired apprentices is determined by the apprenticeship wage progression scale negotiated as part of the skilled trades language of this collective agreement.
- Newly hired fully-ticketed skilled trades journeypersons hired from outside begin work at the full skilled trades base rate (as per current practice, their wages are excluded from the wage grow-in program). This pay will include COLA in effect at the time of hire.
- For pensions, benefits, premiums, and paid time off, newly-hired apprentices and journeypersons will be governed by the same terms of this Grow In package as newly-hired production workers
- For currently employed production workers who transfer into an apprenticeship position, their pension, benefits, premiums, and time off will reflect their previous hire date and years



of service (i.e. those transferred workers continue to receive their previous pension and benefits entitlements)

**Confirmation of Year 11 and Subsequent Timing:**

The specific timing for the phase-in of the final compensation features which are introduced during Year 11 and afterward will be confirmed in collective bargaining before the first new hires employed under this program reach 10 years of service.

## APPENDIX I

### UNION REPRESENTATION DURING PERIODS OF LAYOFF AND SUMMER SHUTDOWN

POSITION	LAYOFF	SUMMER SHUTDOWN
Plant Chairperson	1 Team Member in the Plant	1 Team Member In the Plant
Zone Committeeperson	10 Team Members in the zone on the Shift	10 Team Members in the zone on the Shift
Skilled Trades Committeeperson	1 Team Member in Trades	1 Team Member In the Trades
Joint Health and Safety Committeeperson	10 Team Members in the Plant on the Shift	10 Team Members In the Plant on Shift
Production Standards Committeeperson	1 Full Production Shift	1 Full Production Shift
Lineside Ergonomics Representative	1 Full Production Shift	1 Full Production Shift
Benefits Committeepersons	1 Team Member in the plant	1 Team Member in the plant
Human Rights/ Employment Equity Committeeperson	1 Full Production Shift	1 Full Production Shift
Employee/Family Assistance/ Addictions Committeeperson	1 Full Production Shift	1 Full Production Shift
Coordinator	1 Full Production Shift	1 <u>Team Member In the Plant</u>

**Note: The above chart excludes essential service operations and is to be used to identify the number of representatives. The Plant Chairperson will advise the Company in advance of the representative(s) who are working.**

During “blackout” periods, where essential services are in operation, when both production and Skilled Trade team member groups are scheduled to be on temporary layoff, or if the plant is on a scheduled shutdown period, the following Union Representation will be given an opportunity to work on Union business:

- \* Plant Chairperson or designate
  - \* Benefits Committeepersons or designates
  - \* Skilled Trades Committeeperson or designate
  - \* 2 Committeeperson or designate
- 

Note: For the purpose of this Appendix, essential service operation means Powerhouse, Paint Mix Room staffing coverage and 2 Maintenance Associates.

## **APPENDIX J – DELETED**

## **LETTER 1**

### **THREE SHIFT OPERATIONS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

The Company and the Union have had discussion surrounding the hours of work as it pertains to a three shift operation. The Union expressed a strong preference to have the start times scheduled as follows:

Shift 1 midnight shift	11:00 p.m.
Shift 2 day shift	7:00 a.m.
Shift 3 afternoon shift	3:00 p.m.

In areas where CAMI determines that the midnight shift begins on Sunday night, the parties agree that in the application of Paragraph 30 of the Collective Agreement, the midnight shift which begins on Sunday night shall be considered to have begun on Monday and each work day thereafter shall be considered to have begun on the calendar day next following the calendar day on which it actually began.

Notwithstanding the foregoing, team members assigned to Shift 1 and who start work early on Sunday (or in the case of a Paid Holiday Monday), will be paid at the double time rate until 11:00 p.m.

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 (8) hours worked. The regular work week for team members will consist of eight (8) hours per day, five days per week, with a twenty (20) minute paid lunch. The shift hours on Saturday, Sundays and Paid Holidays shall remain the same as the regular production work week.

CAMI will schedule a ten (10) minute paid rest period for each team member 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.

Start times for individual team members may vary from the general production schedule and in all such instances the normal premiums would apply as prescribed in paragraph 30.

The shift rotation shall be set-up in such a manner so that production team members working on the day shift shall rotate on a bi-weekly basis with team members working on the afternoon shift. The midnight shift shall not rotate and thereby work steady nights. Maintenance team members will rotate according to departmental schedules in effect at the start of this Collective Agreement.

Any problems arising from the application of this letter will be discussed between the parties.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 2

### PLACEMENT PROCEDURE FOR PERMANENTLY DISABLED TEAM MEMBERS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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

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, level of disability, and applicable restrictions. Restrictions must be written by either a Specialist or the Workplace Safety and Insurance Board (WSIB) or as agreed to mutually by the committee. The CAMI Health Centre will provide a copy of the Permanent Restrictions, with written consent of the team member, to the Unifor Coordinator Committeeperson and to the Placement Coordinator.
2. Suitable work will be identified according to the steps listed below, and will be offered in accordance with seniority, or other provisions of the Collective Agreement. The steps taken to search for suitable work for the disabled team member will be documented by the Placement Coordinator and the Unifor Coordinator Committeeperson. When a medical placement is to be made, written notification will be provided to the Plant Chairperson and the affected Zone Committeeperson. The Zone Committeeperson will also receive written notification of all temporary placements under Letter 2.
3. The initial search for suitable work (the ability to perform at least 50% of the jobs on the team) will be in the team

member's team of record (last documented team). CAMI will endeavour to accommodate the essential duties of the work through workplace modifications.

4. If unsuccessful in step three, the search expands in the order of teams as mutually agreed to by the Placement Review Committee.
5. If unsuccessful in step four, 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 team member's team of record.
6. If step five is unsuccessful, the same procedure will be followed considering singular work.
7. When a permanently disabled team member becomes medically placed on a team they will displace the junior team member of the combined shifts on the team and that becomes the permanently disabled team member's team of record.

The parties agree to discuss special circumstances not covered in guidelines 1-7.

It was agreed that CAMI and the Union will each appoint three representatives to the Placement Review Committee. The purpose of the Placement Review Committee is to monitor the placement process, and to meet quarterly and as-needed to review placements. The Committee will decide when singular work should be offered and/or when team members 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 team member to attend an Independent Medical Examination (IME) and a Functional Abilities Evaluation (FAE). The results of the IME will be binding on the team member, the Union, and the Company.

Yours truly,

Martha Di Carlantonio

Personnel Director



### LETTER 3

#### CAMI INITIATED CHANGES OF SHIFT

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union raised a concern that team members had been required by CAMI to change from one production shift to the other and to change their normal scheduled shift starting time during the week. There was a concern that this can cause the team member to have a “short turnaround time” between shifts and generally disrupt the team member’s planned activities for the week.

It is herein committed that all such shift changes and normal scheduled shift starting times shall be scheduled to occur at the start of the week except in those circumstances in which the team member agrees to the mid-week change. It is agreed in circumstances where CAMI requires a team member to change shifts notice will be provided no later than Wednesday of the week prior to the shift change.

The above is not intended to override Paragraph 30 or to situations where shifts are advanced during periods of Mandatory Saturday overtime.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 4**

### **DRUG AND ALCOHOL TESTING**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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, and then, only to those team members affected by such laws.

Furthermore, should drug and alcohol testing be required, CAMI, in consultation with the Union, commits to the selection of a high quality program.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 5**

**TEAM MEMBER'S ELIGIBILITY FOR BEREAVEMENT  
PAY INVOLVING SPOUSAL RELATIONSHIP**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

In order to establish a team member's eligibility for bereavement pay in situations involving a spousal relationship, the spouse of record will be the person identified to CAMI as the current spousal dependent on the team member's health care coverage. Bereavement pay does not apply to former spouses.

Yours truly,

Martha DiCarlantonio  
Personnel Director

**LETTER 6**

**EMPLOYEE PRODUCT PURCHASE PROGRAM**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

As GM employees, CAMI team members, or qualified family members sponsored by a CAMI team member, continue to be eligible for the General Motors Canada Company (GMCC) Employee Vehicle Purchase Program, subject to Program guidelines at the time.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 7**

### **TEAM MEMBER RESIGNATIONS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During current negotiations the Union raised a concern that team members may resign on impulse as a result of anger, stress or frustration. The Union requested that should a team member 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 team members in such circumstances would be given consideration by CAMI if made by the team member 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 team member 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 team member should meet with the CAMI Personnel Director and the Union Chairperson and outline the reasons why reinstatement should occur.

In those instances in which the Personnel Director and the Chairperson agree, the team member may be reinstated with full seniority with no financial liability to CAMI for any period of time not worked by the team member.

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-Unifor Labour Agreement and will not be cited or relied upon by a team member, the Union or CAMI as a basis for any claim.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 8

### ENVIRONMENTAL COMMITTEE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union requested the continued opportunity for the Local 88 Environmental 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 maintained at CAMI. The committee will be comprised of two (2) representatives of Unifor 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 team members.

The committee shall:

1. 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 team members. In addition, CAMI shall activate the Joint Environmental Committee up to sixteen (16) hours per month in support of Company environmental projects or activities.
2. Discuss and make possible recommendations regarding possible future environmental recycling, re-purpose materials destined for incineration or energy conservation programs.
3. Promote and support ongoing programs relating to environmental recycling and energy conservation.

4. Develop and issue educational materials to team members and their families concerning the environment, recycling and energy conservation.
5. 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.
6. 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.

It is understood that a Memorandum of Understanding between GM Canada and Unifor Locals titled "Environmental Representative" was signed during the 2016 negotiations. This document identified the important role of the Unifor Environment Committee members in the workplace. It was agreed that following 2016 negotiations that a meeting would be convened to discuss the opportunities where the Unifor Environment Committee members can play an extended role in GM Canada operations related to the Environment.

Following the GM Canada/ Unifor meeting discussed above and an agreement on any extended roles of the Unifor Environment Committee members, the Company and the Union agree to implement the same at GM CAMI.

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

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 9**

### **EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY – PRODUCTION TEAM MEMBERS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the practices in the plant for the equitable distribution of overtime opportunities. Both parties agree that the current overtime equalization process is a fair and equitable distribution of overtime opportunities within a reference group. However, as the result of 3 years of experiences, amendments have been made to further improve the process and to enhance the team concept within the team.

#### **REFERENCE GROUPS**

Overtime will be distributed for each team member within their reference group. The reference group for a Production Associate and Team Leader will be the team to which they are assigned on a permanent basis. The reference group for the PSG will be the area to which they are assigned on a permanent basis.

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 team members 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. Saturday, Sunday 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 team members who are currently working the overtime opportunity. Such shift extensions would not extend beyond 4 hours into the next shift.

2. Shift Extension, Monday through Friday excluding Paid Holidays

When the shift is extended to work overtime beyond regular hours, the reference group selected would be the group that normally performs the work. In the event there is an overtime opportunity in a scheduled gap between shifts, the reference group selected would be the group which normally performs the work from the shift immediately preceding the gap.

3. Before Shift, Monday through Friday excluding Paid Holidays

When there is an opportunity to work prior to the shift, the reference group selected would be the group that normally performs the work on the shift following the overtime period.

It was agreed that in such instances as CAMI and the Union agree, that a team member from outside the reference group worked overtime in violation of the rights of a team member in a reference group, one team member 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 team member 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 where it becomes necessary to supplement the reference group, additional team members 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:

1. Saturday, Sunday and Paid Holidays

Where the reference group on the shift of the opportunity has been exhausted, the applicable P.S.G. will be asked, but only if the overtime opportunity still exists. Should the overtime opportunity continue to remain, other team members on the corresponding reference groups on the other shift may be asked.

2. Shift Extension(s), Monday through Friday excluding Paid Holidays

When the shift is extended to work overtime beyond regular hours, the applicable P.S.G. will be asked, but only if the overtime opportunity still exists.

3. Before Shift, Monday through Friday excluding Paid Holidays.

When there is an opportunity to work prior to the shift, the applicable P.S.G. will be asked, but only if the overtime opportunity still exists.

In instances as CAMI and the Union agree, when a team member from outside the supplementation group worked overtime in place of a team member inside the group, the disadvantaged team member, who would have been available to work the overtime, shall be offered work of equivalent overtime opportunity. A work opportunity to remedy the above will occur within thirty (30) days of the offer to the team member.

## **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. For example, if a team member accepts or declines four (4) hours at time and a half, they are credited with six (6) hours of opportunity (4 X 1.5).

Every opportunity made available to a team member shall be recorded, but no team member shall be credited for the same opportunity more than once. However, in no case shall the number of hours credited on a calendar day exceed the number of hours which would be credited to a team member working

twelve (12) hours on such calendar day. Should an offer to work overtime subsequently be withdrawn, no member of the group shall be credited 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; however, premiums paid in place of straight time will not be credited against affected team members. 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, except for periods of mandatory overtime.

Team members called at home for an offer of overtime where less than twenty-four (24) hours notice is provided prior to start of the overtime period but who cannot report for work shall not be credited for such hours.

A team member reassigned outside their reference group shall be asked for overtime in their “home” reference group. Any and all overtime opportunities made to the team member outside their reference group shall be credited to their “home” reference group. Upon their return to the “home” reference group, the affected team member will not assume the average 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 a newly formed reference group, which had not previously existed, along with other new team members, will have all hours carried from their previous group allocated to zero (0) hours. Should a reference group be restructured in such a manner that two (2) or more new reference groups are formed, the new reference group(s) shall carry no hours from the original reference group. The effect shall be to start the new reference group(s) with a base of “zero” 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 team member with whom they have exchanged.

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

## **RECORDING/YEAR END**

On January 1<sup>st</sup> of each year, 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 Group Leader shall update the sheet on a weekly basis and the sheet for each reference group shall be available in a designated 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 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 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 Group Leaders’ attention. Upon such notice by a member of a reference group and should the Group Leader be in agreement, the Group Leader shall record the date of such notice on the overtime records in the team area and will maintain the records for future reference. Within thirty (30) days from that time a member(s) of the group who has so notified the Group 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 team member 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. Overtime records will be adjusted accordingly by such compensations.

It is recognized that from time to time the team leader will be required to participate in the planning for takt time, process modifications and model changes. Up to sixty-four (64) hours of overtime, per year, may be used for such planning without being carried back to the reference group. The bank of up to sixty-four (64) hours shall be reset to zero (0) hours on January 1 of each year thereafter.

The Union expressed concern over the potential of shift to shift imbalance of overtime within a section. In the event a large overtime inequity in a section occurs, the Union Plant Chairperson may discuss systemic concerns with the Plant Manager.

## **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 eight (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,

Martha Di Carlantonio  
Personnel Director

## LETTER 10

### MANDATORY SCHEDULED OVERTIME GUIDELINES

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

Discussions have been held with Unifor regarding the scheduling of Mandatory Scheduled Overtime (MSO) and to gain understandings on providing methods to give team members an opportunity for approved absence when they become scheduled for these shifts. With regard to approved absence on MSO, the parties have agreed to the following:

- team members on a full week of vacation preceding MSO are not required to report on such day
- a team member replacing a team member on another shift will be paid shift premium in accordance to the actual shift worked (in other words would be paid the same shift premium as the team member they replaced – no shift premiums will be adjusted)

#### **Note(s):**

Team Members not required to work because of a full week of vacation preceding an MSO, but who want to work the MSO, are required, prior to their vacation, to submit **Part 2** of the MSO form to their Group Leader. Once a team member has requested to work an MSO, they are required to work.

In addition to the above, a process has been agreed upon which allows a team member who is required to work an MSO, to request that another unscheduled team member take their place. In this situation the following will apply:

- the replacement team member may not necessarily be from the same team/opposite shift or the same workgroup, but must be able to perform all the work required for the MSO
- team members involved in a replacement request are required to sign **Part 1** of the MSO form

- Group Leaders must approve the request
- should a replacement team member become unavailable or unable to work after approval by the Group Leaders, the replacement team member may be cancelled and the requesting team member is responsible to work
- overtime worked by the replacement team member is credited against the requesting team member's overtime equalization record

**Note(s):**

There will be no requirement to train any replacement team member – the intent is that the replacement team member has the necessary skill and ability.

The team members involved are responsible to submit MSO forms at least three (3) days in advance of the effective date to the Group Leaders.

In the event of a shift cancellation, team member(s) involved in the MSO are responsible to verify the work schedule through the “Hours of Work Call-In” system at (519) 425-3115.

In the event that an MSO is denied, it will be done so with enough lead time to allow discussion between the parties.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 11

### HOLIDAY PAY QUALIFIER – MATERNITY/PARENTAL/ADOPTION LEAVES

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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, parental or adoption 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 team member'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 work day immediately preceding the maternity, parental and/or adoption leave and, (ii) if the individual works the regular work day immediately following the Paid Holiday.

For example, if a team member is on a maternity leave that expires on the Sunday immediately preceding a holiday Monday, the team member 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 team member would not be eligible for Holiday Pay unless the person could meet the provisions of Paragraph 31 of the Collective Agreement.

Yours truly,

Martha Di Carlantonio  
Personnel Director



## **LETTER 12**

### **MANDATORY OVERTIME NOTIFICATION**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the practice of scheduling mandatory overtime requirements. CAMI expressed a need for greater flexibility when scheduling overtime in order to satisfy customer requirements, especially during unforeseen situations that impact the regular production schedule.

Weekday overtime shall be scheduled with two (2) working days notice.

Mandatory Saturday overtime will be scheduled as required on single or multiple shifts with a minimum of one (1) week prior notification.

Mandatory Saturday overtime will be scheduled for production team members by team or group when required to meet the needs of the business.

Mandatory Friday overtime will apply only to Skilled Trades team members, and only where required to support production build (including strip-out in paint shop).

CAMI agreed to provide the Union with tentative production schedules on a quarterly basis and to engage in discussions regarding projected overtime scheduling and notification. In addition, CAMI will continue to advise the Union of changes to the tentative production schedules as becomes necessary. A copy of the weekly operating schedule will be posted at the Main Gate, both ground and mezzanine levels, as well as the Pedestrian Gates.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 13

### EMPLOYMENT EQUITY

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties reaffirmed their commitment to ensure the provisions of the Collective Agreement are applied to all team members without regard to 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 Company and the Union agreed that they must increase special efforts aimed at achieving a representative number of women, visible minorities, Indigenous persons and persons with disabilities within the workforce. 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.

It is recognized that Local Committees require on-going assistance and direction from the National Union Unifor and Divisional Management level. Accordingly, a Master Employment Equity Committee has been established consisting of two members of the National Union Unifor staff and the National Employment Equity Coordinator as well as three members of the General Motors Divisional Management. This committee meets annually

and may be supplemented, by mutual agreement, by Local Committee representatives. The Master Employment Equity Committee has a long term plan which is referenced in the GMCC / Unifor Master Agreement.

For the Master Employment Equity meetings which include the CAMI Assembly Local Employment Equity Committees, the Company will be responsible for wages, transportation and lodging expenses. The Union will be responsible for per diem expenses.

The Coordinator will work closely with the Local Employment Equity Committee and make recommendations to assist the Committee in promoting equity in the workplace. This may involve advice with respect to community outreach initiatives, assisting with local work to develop and implement a joint Employment Equity Plan, co-ordinating education and communication efforts, assisting with anti-harassment efforts and/or with the resolution of difficult complaints.

Management will co-operate in this regard and may meet with the Coordinator and the Committee to discuss recommendations. The Coordinator may visit the plant and offices and access will be provided upon reasonable notice.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 14**

### **JOB SECURITY**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 team members being permanently laid off, management will give written notice to the Chairperson of the Local Union, with a copy to the National Union Unifor representative. In the case of a plant closure, the notice will be given twelve (12) months in advance and in the case of a potential permanent job loss, in situations related to a restructuring, a six (6) month notice will be given. The information supplied to the Union will include the number of team members 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 Collective 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) The closure of the plant.

The separate situations are detailed as follows for restructuring events occurring on or after October 17, 2017:

## **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, separately for Maintenance Associates and Production Associates, and for Maintenance Associates by trade.

- 1) Team members with less than one year of seniority will be placed on layoff.
- 2) If the number of separations that can be accomplished through the implementation of (1) above is less than the number of jobs that will be lost, team members who are retirement eligible under the Early Retirement Provisions of the Supplemental Agreement, Pension Plan, Exhibit C-2 will be offered a Retirement Allowance of \$50,000 (\$60,000 for Skilled Trades team members) and an associated \$20,000 vehicle voucher as per the provisions under the Supplemental Agreement Exhibit D-4: Miscellaneous Agreement Concerning Retirement Allowance Option – Job Security and will retire immediately.
- 3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, team members who, upon exhaustion of entitlement to Regular Supplemental Unemployment Benefits (SUB) would be eligible to retire under the Early Retirement Provisions of the Supplemental Agreement, Pension plan Exhibit C-2 Section 6, “6.02, 6.03 or 6.04” of the CAMI Automotive Pension Plan for the Production and Maintenance Workers will be offered the opportunity to be placed on layoff with eligibility for SUB and will retire immediately after the exhaustion of such SUB.
- 4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, team members 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**

1. As closure approaches and operations begin to wind down, team members who upon exhaustion of SUB would be eligible to retire under Exhibit C-2 Section 6, “6.02, 6.03 or 6.04” of the CAMI Automotive Pension Plan for the Production and Maintenance Workers, will be offered layoff followed by immediate retirement upon exhaustion of SUB, or:
2. If eligible, may retire immediately and receive the retirement allowance described in the Miscellaneous Agreement Concerning Retirement Allowance Option – Job Security of Exhibit D-4 and an associated \$20,000 vehicle voucher.
3. For eligible team members, provisions of Supplemental Agreement, Exhibit D-4, regarding Retirement Allowance Option Job Security and Pre-Retirement Income Maintenance Plan (PRIMP) will apply.
4. Team members who have five (5) or more years of seniority, six (6) years of seniority for those hired on or after September 17, 2013, will be eligible for a Voluntary Termination of Employment Payment (VTEP).

## **PREFERENTIAL HIRE**

In addition to the above, team members may make application for Preferential Hire at other GMCC locations in accordance with Document 14 of GMCC Master Agreement in effect at the time of application.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 15**

### **MUTUAL EXCHANGE OF SHIFT**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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.

#### **GUIDELINES FOR PERMANENT MUTUAL SHIFT CHANGES**

One specific concern which was discussed involved the ability of two (2) team members of the corresponding team on opposite shifts to change their regular shift assignment with the approval of the respective Group Leaders. It was agreed that in such instances as two (2) team members wish to exchange shift assignment on the corresponding team on opposite shifts, they may make such a request to the respective Group Leaders. Should the Group 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 team member 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 TEMPORARY MUTUAL SHIFT CHANGES**

- 1) Team members who wish to undertake a Mutual Shift Change bear full responsibility to make all necessary arrangements in connection with such changes.



- 2) The team members involved must submit the Mutual Shift Change Request to their respective Group 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 Group Leaders to allow for approval.
- 3) The change of shift is restricted to team members working on the same team on the opposite shift (or in some cases to team members engaged in similar work on the opposite shift), where the team members have relatively the same skills and abilities to perform the work required.
- 4) Both CAMI and the Union agree that a reasonable amount of time should be required for individuals to rest between shifts. Reasons include team member safety, alertness and the safety of others. Keeping this in mind, both parties agree that there must be a minimum period of eight (8) hours between switches of shift.
- 5) In the instance where a team member 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.
- 6) Shift Premiums available to team members 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 Group Leaders involved will code these exceptions on the appropriate time sheets.
- 7) PRODUCTION

The Mutual Shift Change will be for the period specified with a maximum duration of two (2) weeks. If the team members wish to continue the change, they MUST re-submit their request for approval at least one (1) week prior to the expiration of the current Mutual Shift Change.

8) SKILLED TRADES

- a) The Mutual Shift Change will be for the period specified with a maximum duration of one (1) year. If the maintenance associates wish 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.
- b) If one of the maintenance associates involved in the Mutual Shift 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, maintenance associates will be notified by their Group Leaders of the effective date and reason of cancellation. If such a situation develops, and the other maintenance associate wishes to continue the Mutual Shift Change, that maintenance associate must find some other maintenance associate who wishes to change shifts and re-submit a new request.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 16**

### **NEW HIRE ORIENTATION**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union expressed a desire to increase their participation in the orientation training provided to new team members 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 Unifor, the local Union structure, human rights, 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 sixteen (16) hours. All such training shall be performed by a Union Committeeperson on day shift at the time, at a mutually agreed upon location.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 17**

**EMPLOYEE ENTRANCE GATES**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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

The current employee entrance gates will be opened at shift changes to accommodate a substantial number of team members.

The turnstiles will remain operational during non-production days.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 18

### OVERTIME OPPORTUNITIES FOR SPECIALTY REPRESENTATIVES

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the availability of overtime opportunities for the “specialty” Union representatives (Employee/Family Assistance/Addictions Committeeperson, Human Rights/Employment Equity Committeeperson, Coordinator, Benefits Committeeperson, Production Standards Committeeperson, JHS Committeeperson and Lineside Ergonomics Representative). The Union was concerned that should the only overtime available to these persons be those opportunities identified in Paragraph 9 of the agreement, team members 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.

During 2001 bargaining the parties agreed that because of the skilled trades unique overtime equalization process, specialty representatives originating from the skilled trades would be afforded overtime opportunity within their respective trade

reference group. This opportunity will only be afforded after the entire reference group has been exhausted and the requirement for further coverage still exists. Notwithstanding this partial link to the trade reference group, no overtime hours will be tracked with regard to the 100 hour gap.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 19**

### **SPECIAL UNIFOR LOCAL 88 CANADIAN CONTINGENCY FUND**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

Effective September 17, 2013 the Special Unifor Local 88 Canadian Contingency Fund will be inclusive of the following funds:

#### **SOCIAL JUSTICE FUND**

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 two cent (\$.02) for each straight time hour worked commencing September 17, 2013 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 the Company 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 the Company with the annual audited financial statements and summaries for each year's donations made by the non-profit corporation.

#### Unifor -McMASTER LABOUR STUDIES

The Company is agreeable to contribute up to thirty thousand dollars (\$30,000) annually over the life of the Collective Agreement for the purpose of team members participating in the Unifor McMaster Labour Studies certificate program during the life of the current collective agreement.

#### PAID EDUCATIONAL LEAVE PROGRAM (PEL)

The Company agrees to pay into a special fund six (\$.06) cents per hour per team member for the total number of hours for which team members shall have received pay from the Company, for the purpose of providing PEL. Said PEL will be for the purpose of upgrading the team member's skills in all aspects of Trade Union Functions. Such monies will be placed into a pooled trust but segregated for use of CAMI Assembly team members only.

Team Members granted such leaves will be excused from work without pay for up to twenty-one (21) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the current collective agreement.

#### HEALTH AND SAFETY, ENVIRONMENT, LEADERSHIP, TRAINING AND RESEARCH

The Company agrees to pay into a special fund four (\$.04) cents per hour per team member for the total number of hours for which team members shall have received pay from the Company, for the purpose of Health and Safety, Environment, Leadership Training and Research activities for the life of the current collective agreement.

#### SKILLED TRADES UNION EDUCATION PROGRAM

The Company agrees to pay into a special fund one (\$.01) cent per straight time hour per team member for the total number of hours for which team members shall have received pay from the Company, for the purpose of Skilled Trades Union Education Program activities for the life of the current collective agreement.



It is further agreed that only Skilled Trades members of the bargaining unit will be able to attend this program.

#### RETIRED WORKERS FUND

The Company agrees to pay into a special fund one (\$.01) cent per hour per team member for each straight time hour for which team members have received pay from the Company, for the purpose of the Retired Workers Program activities for the life of the current collective agreement.

#### General:

The Company further agrees that members of the bargaining unit, selected by the Union to attend training programs as outlined herein, will be granted a leave of absence, except when the number of leaves unreasonably disrupts the operation. In such instances the Company and the Local Union President will discuss alternatives. The Union agrees to give the Company at least thirty (30) days notice prior to a team member's requested date of leave.

Team members on union-paid leave will continue to accrue seniority and benefits during such leave.

The parties agreed to discuss any other issues which may arise related to the granting of union-paid educational leaves.

Such monies will be paid on a quarterly basis. The funds contained herein will be administered by the Local or National Union, as appropriate.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 20

### PAY ARRANGEMENTS FOR UNION LEAVES OF ABSENCE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During current negotiations, the Union requested that CAMI continue to pay team members 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. In the implementation of a new payroll system, the parties agree this letter would become void.

CAMI expressed concern that such a procedure would increase the Company's Workplace Safety and Insurance Board (WSIB) liabilities relative to team members 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 WSIB 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 WSIB liability for team members 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 team member who is on a full-time assignment with the Union.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 21**

### **JOB SUITABILITY DETERMINATION PROCESS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

CAMI and the Union discussed and have agreed to the following process for determining job suitability.

When a permanently disabled team member is reassigned to a new team as a result of workforce adjustment, no displacement will occur until a five (5) working day assessment is completed by the CAMI Placement Coordinator and the Unifor Coordinator to determine if the team is suitable for a work trial.

If a dispute arises within the specified period by the Unifor Coordinator, the team member's rights to the team will remain intact as described in the Collective Agreement. Should the work be deemed suitable, the team member would begin a work trial. Upon successful completion of the work trial, the team member is placed on the team.

If unable to perform at least 50% of the team's work, as per Step 1 of the search order in Letter 2, the team member will then be placed in the waiting placement group and lose rights to the new team. Every attempt will be made to accommodate the team member within their abilities, as per Letter 2.

The team to which the team member was reassigned would remain the starting point for the initial search for suitability. All other procedures of the Placement Procedure for Permanently Disabled Team Members (Letter 2) remain the same.

Yours truly,

Martha Di Carantonio  
Personnel Director

## LETTER 22

### PRODUCTION STANDARDS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 team member (as identified by the Team Leader in conjunction with Industrial Engineering and Production Standards Committeeperson) to safely produce quality work, following standardized work, in the manner that CAMI prescribes. CAMI and the Union recognize the variability of inspection jobs and therefore will not utilize a production standard time to identify a dispute.

Model mix will be taken into account in establishing and/or changing production standards. Work assignments will be made in accordance with line speeds and available work space and the expected normal model mix and option equipment. When it is necessary to adjust the normal scheduled mix, which results in more or less work being required, compensating adjustments in work assignments, the number of team members assigned, spacing of units, line speed or any combination thereof will be made. This includes the appropriate use of the Andon system and Team Leaders effectively carrying out their duties. Arrangements will be made to establish procedures which will provide advance knowledge of model mix changes to the Group Leader and the Group Leader, once notified, will make compensating adjustments in a timely manner. The Production Shift Leader will ensure such accommodating adjustments are maintained. The Shift Leader will advise the Zone Committeeperson and/or Production Standards Committeeperson when additional team members are required, over the standard, to effect a compensating adjustment.

After the production standard has been established and an element is subsequently changed because of engineering changes, a change in method, machinery, layout or tools the workstation standard will be adjusted.

Circumstances affecting the time of performance of a particular operation that were not taken into account in establishing a production standard are known as Non-Standard Conditions. When Non-Standard Conditions exist which adversely affect the operation, a team member who is following the prescribed method and using the tools provided in the prescribed method and working at the expected reasonable working capacity of a normal experienced team member, will not be disciplined for failure to obtain an expected amount of production at that workstation. It is expected that when such non-standard conditions arise, proper use of the andon system will be utilized and the Team Leader and/or Group Leader will be communicated to. The Team Leader will be expected to take appropriate action as pertaining to the duties of a Team Leader. The Group Leader, once notified, will make accommodating adjustments. The Production Shift Leader will ensure such accommodating adjustments are maintained and communicated to the Zone Committeeperson and/or Production Standards Committeeperson.

## **GENERAL**

CAMI and the Union agreed that time studies will be provided to the Production Standards Committeeperson upon request, however, during workstation development or changes the Shift Leader and/or Industrial Engineering will provide the Production Standards Committeeperson, or the designate, in draft format, when available, the time study package as given to the Team Leader and the Group Leader.

CAMI and the Union agreed that the system to resolve the Production Standards Committeeperson's concerns would be jointly monitored and areas of improvement discussed so that concerns arising from production standards would be resolved in a timely manner. The matter would be facilitated through mutual discussions of the Industrial Engineering Group and the Production Standards Committeeperson, and other concerned parties as required.

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.

The Production Standards Committeeperson and alternates shall be certified in the M.O.S.T. system. The training will be provided through the Industrial Engineering group. This training will be provided at CAMI's expense by an outside source. In addition, the Production Standards Committeeperson will receive training at CAMI in Kaizen, Standardized Work and the GMS (Global Manufacturing System) to gain an understanding of the systems employed at CAMI. It is further agreed that an understanding of the GMS and how it pertains to CAMI Assembly is desirable to both CAMI and the Union. With this in mind weekly meetings will be held with the Lead Member of the Industrial Engineering group, the GMS management team and the Production Standards Committeeperson to continue communication and development of both parties.

Should the Company change its system of Industrial Engineering Production Standards, the Union shall be notified in writing six (6) months when practicable in advance of the change and the reasons for the change. The Production Standards Committeeperson and their respective alternates will be trained prior to implementation of the new system.

## **PRODUCTION LINE SPEEDS**

The Union raised concerns that in some instances, the conveyor line speeds had been increased to make up for lost production thus requiring team members 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. For the purposes of monitoring line speed, it is agreed that the Team Leader will perform verifications at regular intervals and notify the Group Leader when irregularities of set line speeds are identified.

Further it is recognized that the accessibility to physically alter conveyor line speeds shall be limited to department Shift

Leaders, Managers, Maintenance and Engineering. Adjustment to line speeds which affect the level of required staffing will be communicated to the Zone Committeeperson and/or Production Standards Committeeperson prior to adjustment. The Zone Committeeperson and/or Production Standards Committeeperson will have access to the appropriate Plant Line Speed Monitors.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 23

### PRODUCTION SUPPORT GROUP

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the Production Support Groups and agreed to the following:

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

Stamping	One (1) P.S.G. per shift
Welding	One (1) P.S.G. per shift
Paint	One (1) P.S.G. per shift
Assembly	Three (3) P.S.G. per shift
Quality Control	One (1) P.S.G. per shift
Material Handling	Two (2) P.S.G. per shift

1. The P.S.G. areas may be subject to periodic change at which time such determination by CAMI will be undertaken in consultation with the Union.
2. Openings and reductions within the P.S.G. will be in accordance with the provisions of Paragraph 22 of the Collective Agreement.
3. 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 team members from one P.S.G. area to tasks normally performed by team members from another P.S.G. area.
4. Provisions of Paragraph 22(e) as they pertain to temporary assignments shall not apply to the P.S.G.
5. For purposes of overtime, each P.S.G. will be considered as a separate reference group. The provisions of Paragraph 46 and Letter 9 shall apply.



6. 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 support, as required, Production in the performance of its duties.
  - (ii) In the event CAMI requires a member of the Supplemental Group to fill a discretionary opening, the most senior member will be reassigned.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 24

### QUALITY

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 team members to make efforts to improve all aspects of the operation, especially with respect to quality.

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 team member would be subject to discipline for the appropriate use of the andon system.

The Union expressed a concern that some team members may be reluctant to utilize the andon system to identify quality problems. Problems arising from the reluctant use of the andon system will be referred to the Plant Manager or designate by the Union Chairperson for discussion and resolution.

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

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 25**

### **RECOVERY OF OVERPAYMENTS AND MANUAL CHEQUES**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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

In the event a team member receives an overpayment, the following schedule will be followed. No deductions to recover overpayments from a team member's wages will be made unless the team member is first notified in writing. The notice will specify the amount of the overpayment and the amount of each deduction to recover the overpayment. Recovery of overpayments will be deducted seven (7) days from the pay period following the date of the Company written notification. The recovery of the overpayment will be deducted from the team member's pay up to an amount equal to four (4) hours pay at the straight time rate. If the amount is greater than four (4) hours pay at the straight time rate, then an amount equal to four (4) hours pay at the straight time rate will be deducted from the pay period and then a maximum amount equal to four (4) hours pay at the straight time rate will be deducted 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.

The above repayment schedule shall not be applicable in situations where the overpayment is the result of income earned from sources other than CAMI.

In the event a team member 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 four (4) hours, or more, at the straight time rate, the team member will receive payment through direct deposit.
- (ii) If the amount owed is equivalent to less than four (4) hours at the straight time rate, the team member 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 payment through direct deposit, without undue delay, 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,

Martha Di Carlantonio  
Personnel Director

## LETTER 26

### PRODUCTION STANDARDS DISPUTES RELATED TO INDIVIDUAL WORKSTATIONS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed the unique nature of production standards related issues and recognized the need for an independent process to resolve such disputes.

#### **Step 1 (verbal):**

- When a concern arises the team member will raise the concern with the Group Leader.
- The Group Leader (with resources) reviews or will review, within three (3) working days, the work elements, job layout, ensure that standardized work is being performed and that tools are being used in the prescribed manner. The team member shall make a reasonable effort to perform the work in accordance to all standards. Nonconformance(s) relative to the team member following standardized work, tools being used in the prescribed manner, and the team member working at the expected normal working capacity, will need to be corrected before the concern can be escalated. Once these are confirmed the Group Leader will advise a course of action to the team member.
- Normally, Industrial Engineering, along with other resource groups deemed necessary in the circumstances, will be contacted as a resource, and as such, may take the opportunity to confirm the accuracy of the time study and workstation layout and then make any necessary changes within their scope.
- Consideration may be given to the performance within the team and between shifts on the same workstation in determining an appropriate course of action.

Note: Time studies will be made accessible to the Production Standards Committeeperson to the extent of the following;

- The time study(s) that represents the process that is current at the affected work station(s), the Company has no obligation whatsoever to release time studies intended for planning purposes.
- During New Model Launches or Takt Time change events, the GMS Manager and Production Standards Committeeperson will work together to ensure that the 'Dispute Process' does not create an unreasonable demand on the resources of either party.
- During station development or changes, information will be released as given to Team Leader or Group Leader. If index values are changed for any parameter(s), a detailed explanation will be provided.
- The Production Standards Committeeperson may share verified time studies with the team member.

## **Step 2 (Problem Solving):**

- If the team member who initially raised the concern is not satisfied with the result of Step 1, the team member and Production Standards Committeeperson will then jointly submit a written concern to the Industrial Engineering group.
- The submission of the written concern may give rise to a meeting, for the purpose to clarify the concern, between the team member, the Zone Committeeperson and/or Production Standards Committeeperson, the Industrial Engineer, the Shift Leader of the section and the GMS Manager.
- Should the concern progress, the Industrial Engineer and the Production Standards Committeeperson will then apply their best efforts to resolve the concern.
- Once a concern has been submitted the time study cannot be changed unless:
  - there is a change to material, method, machinery, station layout, or mathematical errors are corrected, or
  - as the result of 'best effort' activities.
- If not resolved within five (5) days (both parties may agree to extend the timeline) the Industrial Engineering group will then provide a written response which will conclude Step 2.
- After a production standards related concern is submitted on a workstation, the Production Standards Committeeperson will be informed of any change in work content that results in an

increase or decrease in work content or which is made in an attempt to adjust the grievance.

### **Step 3 (Grievance):**

- If Step 2 goes unresolved, the Union may file a written grievance. The Union's requested remedy will be made clear to the Company.
- The Production Standards Committeeperson and the Plant Chairperson will meet with a member(s) of the management team to attempt resolution of the grievance. The Union will provide the agenda. The Union or Company will propose a date for a Step 3 meeting with the opposite party. The opposing party will confirm if the proposed date is acceptable or provide an alternative date within a two week time frame. If a Step 3 meeting is not scheduled within the two (2) week time frame a meeting will be held between the Personnel Director (or designate) and Plant Chairperson to mandate a Step 3 meeting date.
- Written disposition is required by the parties only if their respective positions have changed since Step 2, otherwise, the parties may submit verbal dispositions on the grievance at this point.

### **Step 4 (Grievance):**

- Should the grievance remain unresolved both parties agree to advance the grievance for disposition to a mutually agreed upon objective party. The Union's requested remedy will be consistent with Step 3.
- Both the Company and Union agree that a fair and equitable analysis of the work station, in its entirety, based on the reasonable working capacity of a normal experienced team member is necessary to achieve the highest level of global competitiveness. Both parties agree that the objective party will have the authority to settle the grievance, with this objective in mind.
- The objective party will be scheduled on an as-needed basis and the agenda will be provided by the Union. The Union or Company will propose a date for a Step 4 meeting with the opposite party. The opposing party will confirm if the proposed date is acceptable or provide an alternative date within a two (2) week time frame. If a Step 4 meeting is not scheduled within the two (2) week time frame a meeting

will be held between the Personnel Director (or designate) and Plant Chairperson to mandate a Step 4 meeting date. Should a resolution be reached between both parties before the scheduled Step 4 meeting takes place the meeting will be cancelled.

- The Company and Union agree not to propose more than one (1) Step 4 meeting per month.
- The objective party will attempt to mediate a mutually satisfactory resolve to the grievance. Should the parties be unable to reach a satisfactory resolve, the objective party will have the authority to settle the grievance. The objective party will have the ability to utilize either the plant's time standard data system or time study whichever he/she deems the appropriate tool to resolve the grievance. Should the objective party decide to utilize the plant's time standard data system he will rule on the disputed values. Should the objective party choose to use time study they will analyze the work station in its entirety. When time study is utilized to reach the final resolve, resulting value(s) will be converted to the plant's time standard data system value(s) in consultation with the objective party.
- The decision of the objective party will be binding on both parties. The decision will not be published. The objective party will remain seized regarding implementation of the decision.

## **General**

- In the event a standard has not been established on a workstation, or a production standards related concern and/ or grievance has been submitted on a workstation, a team member who is following the prescribed method, using the tools provided in the prescribed manner, and working at the expected reasonable capacity of a normal experienced team member, will not be disciplined for failure to obtain an expected amount of production on that workstation.
- In the case of disputed values where agreement is not reached, the live time study will remain suspended through the course of the dispute unless there is a change to material, method, machinery, station layout, or mathematical errors in the study are corrected.
- Should a resolve be met during any step of this procedure that requires a reduction in work content, the station will be adjusted as soon as possible and the Company will provide



compensating adjustments until the station is adjusted. Once the adjustments have been made and the time study has been updated the Union agrees to withdraw the grievance immediately. Should resolve not require a reduction in work content the Union agrees to withdraw the Problem Solving/ grievance within two (2) working days.

- No record shall be kept of problems or concerns at the discussion stage. Records shall be kept during the Problem Solving process. Problem Solving resolutions shall not represent a precedent for the resolution of other concerns.
- If a settlement is reached beyond Step 1 the settlement shall be considered binding on all parties until the workstation has been modified, which at that time a concern may be submitted only regarding the specific elements that have been changed. If the specific elements resolved through this process are common to other workstations then the new standard established through this settlement would apply for those elements.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 27 – DELETED**

## LETTER 28

### TRAINING REVIEW COMMITTEE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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-Unifor Training Review Committee” and will be comprised of the Plant Chairperson or designated Committeeperson, the Skilled Trades Committeeperson or designate, 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 (such as pre-apprenticeship training, ergonomics, member orientation, auto sector, etc.)
- making recommendations concerning the nature and content of training under development for CAMI team members
- assistance in the preparation and review of a CAMI training strategy
- the exploration of government funding for various training programs
- support of the overall objectives of the CAMI training strategy by encouraging team members to actively and effectively participate.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 29**

**SPECIAL ASSIGNMENTS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During 2017 bargaining the parties discussed how members of the bargaining unit might fill temporary work projects and/or assignments related to business needs such as, but not limited to, launch-related activity, new business, or volume increases.

The parties agreed that such temporary assignments are outside of the provisions of Paragraph 22 of the Collective Agreement and may be outside of seniority. Primary consideration will be given to skill, ability, and job experience.

The Company committed to advance discussion with the Plant Chairperson when such assignments are required to be filled. The focus of such discussion is intended to disclose information about the nature and duration of the assignment. The selection of the team member(s) will be made by mutual agreement.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 30**

### **LINESIDE ERGONOMICS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed the continuation of the lineside ergonomics program which both parties agree has been successful during a trial period due to the proactive and co-operative approach taken by the Union and CAMI representatives. It was agreed that the trial period demonstrated the benefit of such a program and that the continuation of the program would be of benefit to all team members at CAMI.

Accordingly the parties have agreed to the continuation of the lineside ergonomics program for the life of the Collective Agreement as follows.

#### **The Lineside Ergonomics Representative**

1. A Lineside Ergonomics Representative will be elected by the Union and will serve full time as outlined herein.
2. The regular shift assignment will be the day shift. In the event that temporary flexibility in shift start times would benefit the process, CAMI will discuss such flexibility with the Union Chairperson.
3. The Lineside Ergonomics Representative will be a member of the Ergonomics Committee.
4. CAMI will designate a member of management to be the primary contact for the Lineside Ergonomics Representative.
5. The Lineside Ergonomics Representative will work co-operatively with Industrial Engineering and/or GMS personnel supporting all areas of the business, as required

by the process outlined below. The Lineside Ergonomics Representative shall apply a solution-based approach to the performance of his/her duties.

6. CAMI will provide training in the principles of ergonomics for the Lineside Ergonomics Representative.
7. CAMI will designate a member of management in each department to coordinate/assist in implementing Lineside Ergonomic initiatives.
8. The Lineside Ergonomic Representative will maintain a list of Ergo interventions implemented under the Lineside Ergonomic Program.

### **The Lineside Ergonomics Process**

The intent of the lineside ergonomics process is to work proactively to assist team members in performing work which meets established guidelines, but which can be improved through the focused application of ergonomic principles. As such, this process would not be used in the case of a process change, time standards, safety, or other dispute. It is not intended that this program would establish a benefit or standard higher than that provided under applicable legislation.

1. Areas of concern will be identified by the Lineside Ergonomics Representative and the key contact person based on input from:
  - a. section management
  - b. review of accident/injury data
  - c. use of checklists and/or other tools
  - d. JHSC input
  - e. team member input
  - f. Joint Ergonomics Committee
2. Upon selection of a job or station to be worked on, the Lineside Ergonomics Representative will visit the team member(s) on the job and appropriate management personnel.
3. The Lineside Ergonomics Representative will first verify that standardized work for the job or station is being followed.

4. The Lineside Ergonomics Representative will then analyze the elements of the job to identify potential improvements and prepare recommendations.
5. The Lineside Ergonomics Representative will review its recommendations with the Group Leader and other appropriate departmental management as required. If the recommendations are acceptable for feasibility and cost the team will proceed with implementation using the Process Change Request (PCR) process to ensure proper communication and documentation of any changes made. Costs associated with the implementation of Lineside Ergonomic initiatives will be the responsibility of the department where the initiative is implemented.

It is anticipated that the above process will be completed in a timely fashion, recognizing that there may be circumstances in which additional time may be required to implement recommendations made by the lineside ergonomics team.

The duties and responsibilities of the Lineside Ergonomics Representative include, but are not limited to:

1. Co-chair of the Joint Ergonomics Committee
2. Support and promote ergonomics through activities that include, but are not limited to:
  - i. Proactive involvement during model launch
  - ii. Research and design new tooling options and process improvements aimed at fixing ergonomic problems
  - iii. Track injury data and project status with the intent of providing updates to the JHSC, Joint Ergonomics Committee and the Plant Safety Review Board
  - iv. Communicate improvements in tooling, process and the program
  - v. Work with the Ergonomics Department in providing resolutions to ergonomic concerns

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 31

### SKILLED TRADES TRAINING

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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.
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.
4. One full time trainer position will be filled by a tradesperson representing a different trade from the position designated by the Union.
5. The present practice of utilizing Maintenance Associates as in-house departmental trainers will continue. A committee comprising of four (4) persons, two (2) members representing CAMI and two (2) members representing the



Union, will select such trainers. Both members representing the Union will be appointed by the Local Union and will represent a different trade. One member representing CAMI will have a trades related background. The Committee will be formed and will develop a trainer selection criteria with a points based system. Selection criteria to be applied to all future in-house departmental training positions.

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

Yours truly,

Martha Di Carlantonio

Personnel Director

## LETTER 32

### KAIZEN SHOPS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union raised a number of concerns about the operation of the kaizen shops in the production departments.

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. The essential ingredients of providing support to production, through kaizen, are expeditious project completion, project ownership and end user acceptance.

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. Mutual areas of concern were discussed regarding the roles of Production Associates and Maintenance Associates and their respective scope of work in the Kaizen Shop(s). CAMI and the Union agreed Kaizen projects that involve the following key elements will be performed by the Skilled Trades group;

- i) Safety – work involving the installation or modification of safety devices, guarding or railings, including the installation of equipment;
- ii) Overhead Work – installation of overhead equipment that must be secured to structural components;
- iii) Electrical work – installation of photoeyes, proximity switches, electrical fixtures, wiring and related components;

- iv) Movement under force – installation and use of air and hydraulic driven motors and cylinders, and related components.

The above list, while not comprehensive, serves to clarify intent.

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 Group Leader who will be responsible for ensuring work practices and final project integrity in order to 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,

Martha Di Carlantonio  
Personnel Director

## LETTER 33

### MULTIFUNCTIONALISM

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 Maintenance Manager(s). 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 CAMI Representative, the Skilled Trades Committeeperson and the Unifor National Skilled Trades Representative will be scheduled to discuss the concern(s).

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 34**

### **SMALL TOOL REPAIR**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the Union raised several concerns surrounding the repair of small air tools at CAMI. 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 TL 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,

Martha Di Carlantonio  
Personnel Director

**LETTER 35**

**PLANT CLOSING AND VOLUME REDUCTIONS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties discussed certain events such as plant closing and volume reductions.

The parties agree that each event is unique based on the particular demographics and circumstances at the time.

During previous volume reductions in both 2001 and 2007, the parties agreed to innovative ways of dealing with the situation. It was determined that for future events the parties would continue to consider these options, as well as other alternatives, to determine the most appropriate manner to deal with the particular situation.

For plant closures, the parties will discuss alternatives to mitigate the impact of any layoff. The resolution of these situations may include incentives such as lump sum payments, retirement enhancements, and other non-cash incentives.

Each situation will be mutually discussed by the parties at the time of the event.

Yours truly,

Martha Di Carantonio  
Personnel Director

**LETTER 36**

**TRADES LICENCES**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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

As a result of the discussions, it was committed by CAMI that the Maintenance Associates referred to in Paragraph 23 would be reimbursed for the renewal fees of the primary and special licences, required by CAMI.

Yours truly,

Martha Di Carantonio  
Personnel Director



**LETTER 37**

**TRAVEL FOR PURPOSES OF COMPANY BUSINESS –  
SKILLED TRADES**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the Union raised a concern involving Maintenance Associates who are required to travel for the purpose of Company business. For the purposes of this letter, training shall be considered as Company business.

In order to facilitate the calculation of appropriate compensation for travel time, the Technical Training Centre will develop guidelines, which will be approved by the Maintenance Manager. The above guidelines will apply to all travel for the purposes of Company business and shall not include travel time spent by the team member from home to CAMI or vice versa.

The parties understood that travel on Sunday presented special circumstances. When a Maintenance Associate is scheduled to work on a Sunday and is required to travel on Sunday for the purpose of being available off site for Company business on Monday, the Maintenance Associate shall be allowed to leave work prior to the intended completion of the overtime period. The early departure time shall be in accordance to the adopted guidelines and the team member shall be paid for the remainder of the overtime period as if that individual had been in attendance at work. Hours worked at CAMI and payment for travel time shall not exceed the overtime opportunity for that day. In those instances when the Maintenance Associate was not scheduled to work on a Sunday, travel time will be paid according to the adopted guidelines.

Travel time, as outlined above, shall be paid at the applicable rate.

These provisions do not apply to travel outside North America.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 38**

### **EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY – SKILLED TRADES TEAM MEMBERS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the practices for the equitable distribution of overtime opportunities for the Skilled Trades. The parties have agreed that overtime opportunities need to be offered in a fair and consistent manner as required by Paragraph 46 of the Collective Agreement.

#### **REFERENCE GROUPS**

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

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.

The reference group for a Skilled Trades team member (except the Operating Engineers) shall be dependent on the trade of the team member and the day of the overtime opportunity.

- a. During the week (Monday to Friday) the reference group shall be defined as the group of team members in the same section and on the same shift in the same trade.
- b. For overtime on Saturdays, Sundays and Paid Holidays the reference group shall be defined as that group of team members in the same section in the same trade.

The reference group for the Operating Engineers shall be that group of available team members 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 overtime opportunities. The list shall be updated on each Monday (except when Monday is a Paid Holiday).

## **SUPPLEMENTATION**

In instances of weekend overtime or Paid Holidays, if the Company decides to supplement from outside of the section, overtime will be offered utilizing the plantwide weekly overtime equalization list. In these cases, overtime opportunities would first be offered to the appropriate trade on the shift and then subsequently the remainder of the trade.

## **APPRENTICE OVERTIME OPPORTUNITIES**

Apprentices, in accordance with the Standards of Apprenticeship, shall not be offered overtime, except as training opportunities, until all team members in the appropriate trade 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 team member would have been paid if they had worked. For example, if a team member accepts or declines four (4) hours at time and a half, they are credited with six (6) hours of opportunity (4 X 1.5).

Every opportunity made available to a team member shall be recorded, except that no team member shall be credited for the same opportunity more than once. A declined opportunity to work overtime shall not be deemed to have been withdrawn even though other team members may not have been asked.

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

On Saturdays, Sundays and Paid Holidays as provided in the Collective Agreement, when overtime opportunity is offered to the entire reference group, team members will be credited for all hours offered regardless of the reason.

A tracking form has been developed for use in recording overtime opportunities. 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 team member 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.

### **YEAR END**

On January 1 of each year, 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 as of December 31.

At the beginning of the current collective agreement, the overtime hours for all team members will be reduced to zero.

### **EQUITABLE DISTRIBUTION**

Every effort will be made to keep the highest and lowest numbers of hours of opportunity in departmental reference groups as close as possible. Overtime records shall be available within each section. Such records, hereafter called "overtime list", shall be sorted in ascending order of total overtime opportunity. As such, the parties agree inequities may be kept to a minimum by offering overtime opportunity to members of the reference group in ascending order.

Notwithstanding the above, the parties recognize circumstances may arise that justify the offering of overtime to those team

members engaged in work assignments that extend past the completion of their regular shift hours. In addition, it is understood that these guidelines do not circumvent the need for certain team members to be required on occasion to work overtime as a result of their special skills or training.

Discrepancies with respect to overtime equalization for the Skilled Trades may be taken to the appropriate Shift Leader for resolution.

## **NOTICE**

In cases of multiple shift overtime requirements, on weekends and Paid Holidays, CAMI reserves the right to schedule team members over multiple shifts, consistent with their weekday schedule to ensure job continuity and completion based on CAMI scheduling requirements. In such instances, every effort will be made to consult with the Union Skilled Trades Representative regarding the scheduling of work and also provide maximum notice to team members who will be required to work. CAMI acknowledges that team members 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 team members 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 team member to work eight (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,

Martha Di Carlantonio

Personnel Director

## LETTER 39

### ERGONOMICS COMMITTEE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties discussed the role and functions of the Ergonomics Committee. Both parties agree that the timely and proper application of the principles of ergonomics can help to reduce the likelihood of injury and thus help to protect the health and safety of all team members.

The parties recognize that a functioning Committee is an essential part of the success of the Ergonomics Program and thus have agreed to the formation of an Ergonomics Committee as follows:

1. Lineside Ergonomics Representative
2. JHSC Worker Representative on shift at the time of the meeting
3. Management Representative for Ergonomics
4. Management Representative for Safety
5. Management Representative for Production

The Committee shall meet monthly or at such other frequency as the Committee may determine.

The Committee's mandate is as follows:

1. Jointly develop and assist in the implementation of a complete Ergonomics Program.
2. Monitor and provide recommendations to improve the Ergonomics Program.
3. Evaluate the effectiveness of the Program by:
  - a. Reviewing open/closed and contained ergonomic concerns.
  - b. Reviewing injury/illness statistics.
  - c. Reviewing countermeasures for effectiveness.
  - d. Reviewing plant wide ergonomic concerns (tools, processes, etc.)

4. Make such recommendations as may be appropriate in the circumstances.
5. Periodically report to the Plant Safety Review Board.
6. CAMI shall prepare and distribute signed minutes of the Committee's Meetings.
7. The Management Representative for Ergonomics will maintain a list of Ergo interventions implemented under the Ergonomic Program.

The Committee may invite representation from appropriate departments (e.g. Industrial Engineering, GMS etc.) to attend Committee meetings to provide information to assist the Committee in its work.

To ensure ergonomic considerations are factored into changes on the shop floor, the Production Hazard Assessment or the GEST sheet shall be completed prior to making the change or moving the job. This information shall be communicated and provided to the affected team(s) in advance of the change to ensure a smooth transition.

CAMI also agrees to provide ergonomic training for the Health & Safety Representatives, Lineside Representatives and their Alternates, in order to improve 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, University of Michigan or Ergonomic related conferences will be considered.

Yours truly,

Martha Di Carantonio  
Personnel Director

## LETTER 40

### HEALTH AND SAFETY TRAINING

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed the importance of providing appropriate training and educational opportunities for all team members in the field of health and safety.

CAMI and the Union agree that required department specific health and safety training will be provided to team members.

CAMI and the Union agree that hourly team members may be utilized as trainers in support of the compliance-training program.

Prospective trainers that have been identified will be reviewed by both parties for mutual input. The JHSC will make recommendations to determine trainer selection. Upon selection, appropriate training will be provided to support certification.

The Workers Health and Safety Centre or other training resources, as agreed to by the JHSC, shall be utilized to certify trainers as required.

Safety training will be provided on subjects, which correspond with the tasks performed. It is understood by both parties that training is an essential element in safely performing assigned tasks.

All Paint department team members shall receive training specific to the safe handling of hazardous products and/or chemicals. The scope and content will be developed by the JHSC.

A training matrix will be established to illustrate various subjects provided, and the applicable target groups that require the training as required.



The Joint Health and Safety Committee will review the training matrix and be provided the opportunity to make recommendations on required training. The Joint Health and Safety Committee shall be consulted prior to making any changes to the training matrix.

The Joint Health and Safety Committee will review plant wide safety training on an annual basis and provide recommendations to Management on additional safety training needs assessments, requirements, development, sourcing and delivery. The Safety Department will monitor compliance with relevant legislation and established standards.

CAMI agrees to provide the JHSC Worker members with the opportunity to be involved in the review and development of team member health and safety programs.

Yours truly,

Martha Di Carlanonio  
Personnel Director

## LETTER 41

### HEAT STRESS MONITORING

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During negotiations the parties discussed CAMI's Hot Weather Plan.

CAMI recognizes that working in a hot and humid environment can result in heat induced illness. To ensure that all team members at CAMI are protected against this condition, CAMI and the Union have negotiated a Hot Weather Plan to respond to the specific needs of the CAMI workforce.

CAMI is committed to the prevention of heat induced illnesses or heat stress through adherence to the Heat Stress Program outlined in SPP10. CAMI has a Hot Weather Plan to reduce the potential for heat-induced illnesses during periods of elevated heat and humidity. The plan includes a process to obtain Wet Bulb Temperature (WBGT) readings, and based on the values provide additional breaks/heat relief for employees. Electrolyte replacement drinks (Sqwincher) are provided during periods of hot weather under the policy. Some employees may be susceptible to heat stress (e.g. heart condition, pregnancy, etc.) and provisions are outlined in the program for individuals to consult with and/or receive medical aid from the CAMI Health Centre. The effectiveness of the Heat Stress Program at CAMI in preventing heat induced illness has been reviewed by the M.O.L. and is considered adequate.

CAMI will pursue a study to further investigate the potential of improving the current Heat Stress Program outlined in SPP10. The plan will include recommendations by the appropriate safety agencies and governing bodies (e.g. OHCOW, OHSA, IOHA, etc.) appropriate and specific to CAMI Assembly and approved by the Ontario Ministry of Labour. The investigation should include assessments of the current plan applicability to CAMI Assembly and improvements to help maximize operations

by reviewing enhancements, including, but not limited to, chillers, dehumidifiers or other options, making a better work environment in the facility during periods of hot weather. Cost of implementation and operation impact will be key considerations used for this study in determining if additional controls will be implemented. Changes to the current SPP10 must be mutually agreed upon by the Joint Health & Safety Committee.

The Health & Safety Representative alternates or additional Union representation will accompany management when heat stress readings are taken, except in instances of agreement.

CAMI will train the Health & Safety Representatives and their alternates, as well as the Union Committee, in the use of heat stress monitoring equipment and the guidelines mentioned above for the current process or any other agreed to process in the future.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 42

### MINUTE OF SILENCE FOR THOSE WHO HAVE DIED IN INDUSTRIAL ACCIDENTS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During previous 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 a.m., one (1) minute of silence will be observed. The Joint Health & Safety Committee will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner. Appropriate methods of observing this memorial could include activities such as ensuring the memorial is observed during a workday, lowering flags to half-mast, conducting joint communications and supporting JHSC attendance at a memorial service.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 43**

### **SAFETY CONCERN FORM PROCEDURE / WORK REFUSALS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 a team member 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 Plant Manager.

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 team members 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 Group 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,

Martha Di Carlantonio  
Personnel Director

**LETTER 44**

**STANDARDIZED LOCKOUT**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the need to actively promote measures to ensure the health and safety of all team members relating to the subject of “standardized lockout”.

The Company agrees to maintain the standardized lockout program and will make every reasonable effort to ensure new or modified equipment is labeled.

CAMI agrees to continue to provide the JHSC Worker Members the opportunity to be involved in the program and will consider such recommendations that may be put forth from the committee.

Yours truly,

Martha Di Carantonio  
Personnel Director

**LETTER 45**

**CONTRACTING-IN OF PRODUCTION WORK**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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,

Martha Di Carantonio  
Personnel Director



## **LETTER 46**

### **OUTSOURCING OF PRODUCTION WORK**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the outsourcing of production work.

Of critical importance to the Union during these negotiations was protection against the outsourcing of production work. CAMI Assembly's definition of production work is assembling of vehicles and the direct processes that provide support (e.g. MH and QC), which has been done by CAMI team members. CAMI advised the Union that it will not outsource any major production operations during the life of the Collective Agreement.

CAMI reaffirmed its intention of providing continuous employment opportunities for all team members while, at the same time, striving to attain its objective of remaining a viable organization in the automotive marketplace.

CAMI is committed to providing all of its team members and their families with as much of a sense of Job Security as possible. Recognizing the above, CAMI is committed to maintain plant population levels (other than attrition) and CAMI also commits that there will be no permanent layoffs during the life of the Collective Agreement except in the event of significant volume reductions due to poor market conditions.

In keeping with this concept, CAMI advises the Union that it renews its commitment to Letter 14 Job Security and Letter 45 Contracting-In Of Production Work in the Collective Agreement.

In the interest of improving the communication to and the involvement of the Union under those circumstances when CAMI is considering the implementation of major restructuring actions, CAMI agreed to meet with the Union at least semi-annually during the term of this agreement with representatives of both

the National Union and the local to review the state of CAMI's operations and future product programs. The Union agrees that these meetings will be held in the strictest of confidence due to the nature of the information that will be discussed.

The parties agree that this business review and the contemplated meeting should serve to enhance the Union's understanding of the business conditions of the Company and the employment security of our team members.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 47**

**SUPPLIER REWORK**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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.

CAMI expressed a willingness to review with the Plant Chairperson, and the zone committeeperson in advance, all instances where suppliers are scheduled to perform rework in the plant. Any related concerns may be raised to the Personnel Director and, if unresolved, may be elevated to the National Union and the Plant Manager.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 48**

**WORK BY SUPERVISORS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union sought to clarify CAMI's obligations under Paragraph 20 of the Collective Agreement. As a result of these discussions, CAMI committed that the Personnel Director and the Manager of the area involved 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. Such meeting will take place no longer than two (2) working days of the Union's request. The Personnel Director will respond in writing to the Union within three (3) working days of the aforementioned meeting.

It was agreed by the parties that the above would apply equally to other team members excluded from the bargaining unit as set forth in Paragraph 20.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 49**

### **UNION AWARENESS TRAINING**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

GM CAMI Assembly and the Union discussed the need for Union Awareness Training. As a result of these discussions, the following has been agreed upon:

Each full-time permanent GM CAMI Assembly team member represented by Local 88 will be offered up to twenty-four (24) hours of training over the course of the 2017 Collective Agreement. Eight (8) hours of that training may be administered by GM CAMI Assembly at its discretion.

Yours truly,

Martha Di Carantonio  
Personnel Director

**LETTER 50 – DELETED**

## **LETTER 51**

### **TEMPORARY ABSENCE PROGRAM**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

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 team member being so recommended had seniority standing at the time of the recommendation
- (ii) the nature of the offense which had resulted in the jail sentence had not adversely impacted the employer-team member relationship
- (iii) that CAMI had no plans to either suspend or discharge the team member for absence from work or other misconduct prior to the recommendation by the Ministry

Any problems which may arise in connection with this letter will be reviewed for prompt resolution between the parties.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 52 – DELETED**



**LETTER 53**

**PERSONAL RADIO EQUIPPED HEADSETS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties discussed the use of personal radio equipped headsets 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 team members.

As a result of a successful trial in 1995, CAMI will maintain the current practice of allowing Team Members the use of personal radio equipped headsets in the workplace. However, it continues to be recognized that certain departments and teams may not be suitable for personal radio equipped headsets due to nature of the process and relevant risk factors.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 54**

**PERSONAL LEAVE OF ABSENCE  
6 MONTHS OR GREATER**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

CAMI and the Union entered into discussions regarding the posting of positions vacated by team members who are entering into an approved Personal Leave of Absence of greater than 6 months.

The parties agreed that when a Team Member begins their approved Personal Leave of Absence, which is known to be greater than 6 months, the provisions of paragraph 22 (b) will not apply and CAMI has the right to post the Team Member's job immediately.

In addition, if the employee decides to cancel their Personal Leave of Absence after it has begun, the provisions of this letter shall remain and the team member shall be returned to a team within their previous section at CAMI's discretion.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 55**

**EXTENDED MODEL CHANGE**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During negotiations the Union expressed the concern where the Company experienced a major model change or rearrangement resulting in team members being temporarily displaced under the provisions of Paragraph 12(d) for an extended period of time. The workforce shall be adjusted according to seniority either at the time there is no S.U.B. payments to team members or at the ten (10) week period, whichever is sooner.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 56

### VACATION SCHEDULING

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

All team members shall take their full vacation entitlement during the vacation year. In order to facilitate vacation planning, the following items have been agreed upon between the Union and CAMI:

It has been agreed that all team members shall take their vacation entitlement for each vacation year (July 1 – June 30).

Major dates in the vacation scheduling process are as follows:

- On February 1, at the request of the Union, the Plant Chairperson and the Manager of Employee Relations will meet to determine the date vacation selection will commence for that year. Notification of this date will be released to the membership once it is determined.
- Summer shutdown dates confirmation on or before March 1
- Begin round 1 Vacation selection following confirmation of Summer Shutdown

Team Members may opt not to schedule all of their vacation entitlement, during the Vacation Selection process. The maximum amount of Vacation Entitlement that can be withheld from the mandatory vacation scheduling is twenty-four (24) hours. All unscheduled vacation hours must be scheduled by February 1 of the current vacation year.

At the end of the Vacation Selection Process team members with more Vacation Entitlement remaining than twenty-four (24) hours will have those hours in excess of twenty-four (24)\_scheduled for them at the discretion of CAMI. Team members who are absent during either or both Rounds of Vacation Selection will be responsible for their vacation choices by proxy.

Vacation may be scheduled into layoff weeks at the team member's discretion.

The selection process consists of two (2) rounds as follows:

1. "First Round" – Based on seniority and remaining paid vacation entitlement – each team member is provided the opportunity to select and schedule full calendar week(s) (40 hour week), which may include calendar week(s) in which a CAMI paid holiday occurs (32 – 8 hour week), considering the allotment needs of the affected section.
2. "Second Round" – Based on seniority and remaining paid vacation entitlement – each team member is provided the opportunity to select and schedule either single days or full calendar week blocks into the remaining available time slots considering the allotment needs of the affected section.
3. Team Members who wish to schedule in four (4) hour blocks must wait to do so until the completion of Round 2.
4. Each team member must schedule and take their vacation entitlement within the current vacation year as there will be no financial payout at the end of the vacation year for unused vacation. The only exceptions that allow paid vacation entitlement to be carried over from one vacation year into the next vacation year are as follows;
  - a) Any team member who is on S&A, WSIB, Maternity/ Parental Leave, Adoption Leave or Union Leave as of June 30, and have paid vacation entitlement remaining, shall upon their return to work, immediately take their remaining paid vacation entitlement from the previous year in the new vacation year.
  - b) Any team member who is on S&A, WSIB, Maternity/ Parental Leave, Adoption Leave or Union Leave during the current vacation year who has not used all of their vacation entitlement, shall be required upon their return to work, immediately select an open vacation slot to schedule all of their remaining vacation entitlement. Where there are no available time slots and the allotment numbers in their sections have been met, these team members will be considered and

will override the allotment numbers in their sections in order to use up their remaining paid vacation entitlement prior to the end of the current vacation year (June 30). In some situations, only a portion of their vacation entitlement can be used prior to June 30 with the balance of the same vacation time to be carried over into the next vacation year concurrently. Any dispute that occurs with regard to going above the allotment numbers will be resolved with the Plant Chairperson, the appropriate Zone Committeeperson and the appropriate CAMI representative.

5. Any subsequent requests for remaining vacation entitlement will be received on a first come first serve basis and scheduled at the mutual convenience of the team member and CAMI.
6. The parties will agree to the method by which vacation schedules will be made available to team members.
7. Vacation time blocks or days can be rescheduled only to open slots available during the current vacation year, considering the allotment needs of their affected section and shift. A week block of vacation must be rescheduled as a full week block (example: a scheduled 40 hour block must be rescheduled as a 40 hour block, a 32 hour block must be rescheduled as a 32, a 24 hour block must be rescheduled as a 24 etc). Only partial weeks can be broken down while it is being rescheduled.

Note: Vacation time cannot be rescheduled until all vacation selection rounds are complete and confirmed.

8. The scheduling and/or rescheduling of vacation shall be done a minimum of twenty-four (24) hours in advance of the requested time period. However in the cases of extenuating circumstances to utilize days or hours becomes available, the twenty-four (24) hour time period may be waived thus allowing team members to willingly use a portion of their vacation entitlement at this time.
9. Team Members that failed to meet the one thousand (1000) hour qualification provisions in Paragraph 32, may choose not to schedule unpaid vacation eligibility.

10. Each team member shall receive written verification of their approved vacation.

CAMI and the Union discussed the issue of vacation financial payouts and have agreed that the principle remains that all team members must schedule and take their vacation during the vacation year. However, CAMI and the Union recognize that there is a circumstance where this principle may not be in the best interests of the team member, the Union or CAMI and as such, CAMI and the Union have agreed to the following for extended absence for WSIB, S&A and EDB:

All vacation hours that are carried forward from one vacation year to the next under the provisions of Letter 56 subsection 4 a) or b) and are not taken prior to June 30<sup>th</sup> of the subsequent vacation year, shall be paid out to the team member. All hours paid out shall be at the rate of pay that is effective on June 30<sup>th</sup> of the year of the original eligibility.

11. A team member working all or part of the Summer Shutdown, shall without delay, reschedule the vacation they would have otherwise taken during this period.
12. In order to not adversely impact operations, the parties agree to discuss alternatives when there is significant vacation scheduled by team members on a team.
13. Team members who have a full week of vacation scheduled during a layoff week shall take the vacation as scheduled. Team Members who have less than a full week of vacation scheduled during a layoff week will be given the opportunity to reschedule this time. The team member will be required to reschedule this time into open slots in the vacation schedule. If the vacation schedule is full the Company will have the option of either increasing the allotment in the vacation schedule or allow the time to be carried forward into the following vacation year but in no case will the time be carried further than three (3) months into the following vacation year before it is both scheduled and taken.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 57 -DELETED**



**LETTER 58 – DELETED**

## LETTER 59

### PROCESS CHANGES

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union raised concerns with respect to process changes. CAMI and the Union agree that a controlled approach is necessary within the Global Manufacturing System to ensure a smooth transition during workstation alteration. It is agreed that the following steps will be utilized.

(i) Communication

Prior to the implementation of a change in a workstation, affected team members will be informed of the nature of the change and given an opportunity for feedback.

(ii) Input

Affected Production Associates and Team Leaders will have the opportunity for input prior to any changes taking place. If required, time studies will be verified and the CAMI Ergonomics Group will assess job changes. Ergonomic and Health and Safety Concerns will be addressed.

(iii) Workstation Validation

Processes will be validated by Team Leaders and Group Leaders prior to movement of work.

(iv) Trials

Trials will be done to help solve problems that may be unforeseen prior to permanent changes being made.

(v) Production Standards Committeeperson

The Production Standards Committeeperson will be involved throughout the process change system. This includes interface with Industrial Engineers and Pilot Groups prior to implementation.

(vi) Documentation

All appropriate documentation will be completed within expected guidelines and related procedures of CAMI's quality management system.

It is recognized that Model and Takt changes are exceptions to this letter due to the nature and complexity of work. CAMI agrees to continue to communicate methods for Model and Takt changes to the Production Standards Committeeperson.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 60 -DELETED**

**LETTER 61**

**DEPENDENT SCHOLARSHIP FUND**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

The Company offers a tuition assistance plan for dependent children under which eligible active and retired employees will, under such terms and conditions as the Company may from time to time establish, receive an amount of up to \$1,300 per eligible child per calendar year in tuition assistance. This amount is to be applied toward tuition cost and compulsory fees charged at accredited post-secondary institutions. The Plan does not cover non-tuition costs such as books, computers, supplies or other miscellaneous fees.

Eligible employees may claim only for expenses not covered by any other financial aid (i.e. scholarship, grant, etc.).

Employees hired on or after effective September 17, 2013 will not be eligible to participate in the Dependent Scholarship Program until the 11th year of their employment.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 62 – DELETED**

**LETTER 63**

**REINSTATEMENT OF SENIORITY UPON RETURN  
FROM DISABILITY RETIREMENT PENSION**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties agreed that when a team member who has been retired in accordance with Section 5.04 of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers and has received benefits in accordance with Section 6.06 of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers and who thereby has broken their Seniority in accordance with Paragraph 11(g) of the Collective Agreement, but, who recovers and has their Disability Retirement Pension discontinued, shall have Seniority reinstated as though the team member had been on an approved occupational or non-occupational leave of absence during the period of Disability Retirement, provided, however, if the Period of Disability Retirement was for a period longer than the Seniority the team member had at the date of retirement, the team member shall, upon the discontinuance of the Disability Retirement Pension, be given Seniority equal to the amount of Seniority the team member had at the date of such retirement.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**LETTER 64 – DELETED**



**LETTER 65**

**VACATION AVAILABILITY TO MAINTENANCE  
ASSOCIATES DURING SUMMER MONTHS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During current negotiations, the Union raised concerns regarding the ability of Maintenance Associates to schedule vacation during the months of July and August.

CAMI commits to review annually with the Skilled Trades committee person, the planned maintenance and project work during the summer period. At this meeting, the required maintenance staffing will be reviewed for the purpose of determining the trades vacation allotment in each department.

Yours truly,

Martha Di Carantonio  
Personnel Director

**LETTER 66 – DELETED**

**LETTER 67**

**WEEKEND WORK CREW AND ALTERNATE WORK SCHEDULES – SKILLED TRADES**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union devoted considerable time to the discussion of a Weekend Work Crew and Alternative Work Schedules (AWS). The Union expressed their desire to have a weekend crew and CAMI acknowledged the mutual benefit of a crew or Alternate Work Schedules, but indicated that their operation must be contingent on sound business practice and operational needs.

The parties agree to discuss Weekend Work Crew or Alternate Work Schedule proposals submitted by the Union or the Company with the intention of maximizing CAMI Skilled Trades involvement and effectiveness and reducing operational costs. Any modifications to work schedules resulting from these discussions must be mutually agreed upon.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 68

### CONFIDENTIALITY OF MEDICAL INFORMATION

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed our concern that team members understand our mutual commitment to keep team member health information in strict confidence. The following elements of the CAMI policy on Confidentiality of Medical Information are being placed in the Collective Agreement to reaffirm both CAMI and the Union's commitment to ensuring that team members are informed of their rights and responsibilities on this important matter.

The Company and/or an agent of the Company shall not be allowed access to health information about any team member. This information must be kept confidential between the team member and the CAMI Health Centre. CAMI Health Centre staff shall include all medical, placement and administrative personnel working in the Health Centre. Health information is defined as information obtained from a team member by the Health Centre staff and/or recorded in the team member's health record including information regarding team member's restrictions. An exception applies with first aid information, as defined by Regulation 1101 of the Workplace Safety and Insurance Board Regulations as it is information that must be provided to the Company as prescribed. The Act states that "Every employer shall keep a record of all circumstances respecting an accident as described by the injured worker, the date and time of its occurrence, the names of witnesses, the nature and exact location of the injuries to the team member and the date, time and nature of each first aid treatment given". Accordingly, first aid information is provided to the Company and the Joint Health and Safety Committee (JHSC) as required by law.

When a team member requires restrictions, the restrictions will be documented and given to the team member to give to their supervisor. When the team member gives the restrictions to his/

her supervisor, it is deemed to be consent, without necessitating written authorization.

All health information is stored separately from other team member information. It shall be stored in the Health Centre. It shall be locked and/or electronically secured and accessible only by Health Centre staff.

A team member has the right to access all of his/her health information including the right to request that a correction be made, or a notation of the objection be made and included in his/her file and a copy of that notation be given to the team member, if requested.

The Health Centre shall not reveal or disclose any health information concerning a present or former team member, unless required by law, without the written, informed consent of the team member for each occasion upon which health information is requested.

### **Examinations and Fitness for Work**

Whenever a team member is required to undergo a medical examination, the choice of the physician, unless otherwise provided for under other sections of the Collective Agreement or by law, is the choice of the team member.

The only information which may be provided to the supervisor by the Health Centre shall be whether the team member is fit, or unfit to work, or fit with restrictions.

When the team member is fit with restrictions, these restrictions must be stated without disclosing the reasons for the restrictions. For example, "unable to lift loads above 10 kilograms". Documentation of restrictions must be provided to the supervisor by the respective team member. The Health Centre will not forward this information.

The Health Centre will advise the Claims department of the dates and times a team member leaves work or returns to work and/or when an incident becomes a Medical Aid or Lost Time. It will be the responsibility of the individual team member to provide other relevant information directly to the Claims department.

CAMI shall communicate within the workplace on the particulars of any policy change with respect to this issue.

During the course of 2017 negotiations the parties had extensive discussion on the application of this letter within current internal and external policy. In light of these discussions the parties agree to meet prior to the first anniversary of the agreement to amend this letter as mutually agreed if necessary.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 69**

### **MEDICAL REHABILITATION PROGRAM**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed a Rehabilitation Program to facilitate the rehabilitation of temporarily restricted team members. Both CAMI and the Union acknowledge their obligations to provide modified work opportunities for temporarily restricted team members who are not covered by Letter 2.

Modified work is defined as any job or combination of tasks that a team member may perform on a temporary basis without risk of re-injury. This work may consist of the regular tasks of the pre-injury team or may be specific tasks designated for team members participating in a modified work plan. The work must be productive and the results must have value to the organization.

These agreed guidelines will be followed:

1. The program will ensure that there is a consistent standard for all team members (Occupational or Non-Occupational).
2. The team member must report to the CAMI Health Centre, bringing with them any applicable medical documentation. Temporary restrictions may also be issued by the CAMI Health Centre.
3. A documentation process will be established and maintained to track the Medical Rehabilitation Program.
4. The rehabilitation work plan will be individualized to meet the needs of the temporarily restricted team member. The Company's needs will also be taken into consideration.
5. The Unifor Coordinator Committeeperson and the CAMI Medical Rehabilitation Coordinator will review all

rehabilitation plans that exceed fifteen (15) working days, including restrictions, with the signed consent of the team member. Should a dispute arise from the process as to the suitability of work offered or degree of impairment of a team member, the Rehabilitation Review Committee will meet to attempt to resolve the dispute.

6. If the plan exceeds fifteen (15) working days, suitable modified work will be offered in a pre-determined order (as mutually agreed to by the Rehabilitation Review Committee) in accordance to seniority and other provisions of the Collective Agreement.
7. This program will not be utilized to circumvent Letter 2. Temporary modified work will not be extended indefinitely.
8. It would not be intended that a team member would be reassigned during the rehabilitation program.

A Rehabilitation Review Committee shall be established. It was agreed that CAMI and the Union will each appoint three representatives to the Committee, one of whom will be the Unifor Coordinator Committeeperson. The purpose of the Rehabilitation Review Committee is to establish a detailed process and to meet at intervals as deemed appropriate by the committee for the purpose of solving problems and establishing guidelines.

If a problem arises that cannot be resolved by the Rehabilitation Review Committee, the Committee may require the team member to attend an Independent Medical Examination (IME) and a Functional Abilities Evaluation (FAE). The results of the IME will be binding on the team member, the Union, and the Company.

Yours truly,

Martha Di Carantonio  
Personnel Director



## **LETTER 70**

### **ADDICTIONS PROGRAM**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union agreed to express their joint determination to deal co-operatively and constructively with the problem of addictions: specifically gambling, alcoholism and drug dependency among CAMI team members.

Alcoholism and drug dependency is recognized by medical and public health authorities, the Company and Unifor as a disease. The effects of this dependency are felt not only in the workplace, but also in the team member's personal life. The focus of the Addictions Program is proactive as well as reactive. It will provide appropriate education and prevention programs, as well as identification, intervention, motivation and support during the rehabilitation phase of treatment and aftercare.

To provide the means for this rehabilitation support, CAMI will continue to pay Sickness and Accident Benefits, subject to normal claim approval, for the time lost while awaiting admission and in the treatment of addictions in a residential or out-patient substance abuse treatment facility approved by the Company and the Union.

Both parties agree to meet as required to address matters pertaining to addiction with the intent to develop, recommend and implement policies, procedures, and programs for a wide range of addiction issues.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 71

### HUMAN RIGHTS COMPLAINT PROCEDURE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed the need to actively promote measures to provide a discrimination and harassment-free workplace for all team members.

Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds of the Ontario Human Rights Code. At CAMI, all team members are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

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

As part of the commitment CAMI and Unifor have made to provide a harassment free workplace, the following process will be used to investigate human rights complaints. A team member alleging harassment in the workplace is encouraged to use this in-house Human Rights Complaint Procedure to resolve a complaint.

The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure. There are also occasions when behaviour is not

harassment but conflict. In cases of conflict, an offer of mediation may be extended.

## **FILING A COMPLAINT**

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

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harassers or they may fear reprisals. In this case, the incident should be brought to the attention of the team member's Group Leader and/or Unifor Committeeperson, or Human Rights Representative.

## **INVESTIGATION**

Upon receipt of a complaint the Group Leader, Committeeperson, Unifor Human Rights Representative or Company Human Rights Representative contacted will immediately inform their Union or Company counterpart.

If the complainant requires assistance during a time that the Unifor Human Rights Representative is not available, the Alternate Unifor Human Rights Representative will be made available upon request of the Union or the team member, as approved by the Personnel department, to take notes or offer support.

At the informal stage a Management Representative and a Unifor Human Rights Representative together will meet with the team member within five (5) days, where possible, and attempt to resolve the complaint informally. If the complaint cannot be resolved informally, the Union and Company Human Rights Representatives will determine if the complaint should be reduced to writing on the Human Rights complaint form or processed through another procedure. If the Union representative and Company representative cannot agree, the decision will be made by the Human Resources Supervisor and the Plant Chairperson.

Properly completed copies of this form will be forwarded to the Human Resources Supervisor and the Plant Chairperson.

The Plant Chairperson and the Human Resources Supervisor will then determine if the complaint requires further investigation and if so, will assign investigators within two (2) days, where possible, of the complaint being filed. If possible, in the event of a complaint involving sexual harassment the investigating team will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser(s), witnesses, and other persons named in the complaint. Any related documents may also be reviewed. Each person interviewed will be asked to sign a CAMI/ Unifor Investigation Process Confidentiality Agreement form.

The Personnel department and the Union commit that all Human Rights investigations will commence within one (1) week, where possible, of the formal complaint being filed. The targeted completion of the formal investigation will be ten (10) working days, with an exception for matters outside the control of the Company and the Union.

## **RESOLUTION**

The joint investigators will then co-write the summary on the findings of the investigation which must clearly indicate the findings, areas of agreement and/or disagreement, with supporting rationale. A copy of the completed summary will be forwarded to the Human Resources Supervisor and the Plant Chairperson who will make a determination on appropriate resolution, and they will attempt to resolve the complaint within ten (10) days, when possible.

A meeting will be held with the Complainant to communicate findings that could or could not be validated.

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the grievance procedure and will be inserted into Step Four of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step Four of the grievance procedure it

may be appealed to arbitration in accordance with the provisions of the Collective Agreement.

There may be situations where it may be necessary to re-assign a team member(s) to another work location. Reassignment is determined in consultation with the Union disregarding the provisions of Paragraph 22.

Yours truly,

Martha Di Carlantonio

Personnel Director

## LETTER 72

### VIOLENCE OR DOMESTIC ABUSE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During current negotiations, the Union requested that a minute of silence be observed annually in memory of women who have died due to acts of violence. Accordingly, each year on December 6, on all production shifts, one (1) minute of silence will be observed without loss of production. The Company and Unifor Human Rights representatives will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner. Appropriate methods of observing this memorial could include activities such as ensuring the memorial is observed during a workday, lowering the CAMI flag to half-mast, and conducting joint communications.

The parties also discussed concerns that team members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. Doctor, Lawyer or Professional Counselor), a person who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and all the circumstances surrounding the incident.

This agreement is made in good faith and will not be utilized by the Union or team members to subvert the application of otherwise appropriate disciplinary measures.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 73**

### **HAZARDOUS PRODUCTS COMMITTEE**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties discussed CAMI's Hazardous Products review process and the policy respecting "Request for Permission to Use a Controlled Product".

It was agreed that both parties share an interest in working cooperatively towards continuing to improve the chemical usage and inventory at CAMI.

Accordingly, the parties agree to support the Hazardous Products Committee including participation from one (1) JHSC Worker Member and one (1) Union Representative chosen by the Union. Prior to final approval, a copy of the permission to use a controlled product form and MSDS will be provided to the Worker Rep of the Hazardous Products Committee. The Hazardous Products Committee and/or the JHSC Worker Members may make recommendations to CAMI on the substitution/removal and acceptance of less hazardous products.

The parties agree to meet quarterly or at such other frequency as the Committee may determine.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 74

### MENTAL HEALTH AWARENESS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the increasing prevalence of mental health issues in the workplace and the impact on team members and the organization. In order to address these issues and provide appropriate support to affected team members, the parties agreed to establish a joint committee.

This committee will be comprised of two (2) members of Management and two (2) members of the Union as identified by the Personnel Director and the Plant Chairperson respectively. This committee will first meet within six (6) months of the effective date of the 2017 Collective Agreement and bi-annually thereafter. This committee will be responsible for:

- Researching and recommending a Mental Health Awareness program
- Monitoring the established program to ensure effectiveness
- Developing recommendations with respect to workplace strategies, training, and the promotion of internal and external services
- Exploring the availability of government funds for agreed to programs

The members of the joint committee will receive appropriate training to improve awareness and understanding of mental health issues and associated programs. The committee will make a recommendation for the proposed training and submit the recommendation to the Plant Chairperson and Personnel Director for approval.

In order to drive awareness, promote available services, and aid in the removal of the social stigma associated with mental health, the parties will recognize Mental Health Week during the first



week of May by making educational materials available to the workforce.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 75

### OCCUPATIONAL HEALTH AND SAFETY ACT CHANGE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the Union raised a concern regarding possible future changes to the Ontario Occupational Health and Safety Act and regulations.

Specifically, the concern focused around the possibility of the Provincial Government amending the current legislation such that the worker's right to refuse unsafe work could be rendered inoperative.

The parties agreed that at such time as the Union or the Company has reasonable concern that legislation could be passed which so affects this right of the worker, the parties would meet within 10 days of written notice. The parties will make a good faith effort to arrive at a fair and workable solution in an expeditious manner that maintains the functional dimensions of this right.

Furthermore, nothing herein shall be construed to restrict any team member's right to refuse work or to do particular work where the team member has reason to believe that the team member's health and safety is in danger under sections 43 to 50 inclusive of Parts 5 and 6 of the Ontario Occupational Health and Safety Act in effect on September 21, 1998. In addition, the Company agrees that its duties and responsibilities towards the Union and bargaining unit team members in Part 2 (sections 9 to 11 inclusive), and Parts 3, 4, and 7 of the Act as of September 21, 1998 shall be the minimum standards incorporated under the Collective Agreement.

It was further agreed that any changes to the regulations would also be reviewed by the above mentioned parties to assess the impact on team member health and safety. The parties agreed that

the regulations in effect on the date of the Collective Agreement would be considered a minimum standard.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 76

### TEAM MEETINGS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

Both CAMI and the Union recognize the importance of providing the time for teams to meet to enable and support the team concept. The sole purpose of the team meeting is to provide team members with an avenue to express their input into improving their team's performance and to convey relevant business information.

In lieu of paragraph 54, CAMI and the Union agree to reduce the paid four (4) minute communication meeting to a paid two (2) minute communication meeting at the start of each production shift. The accumulated meeting time will be held as a paid twenty (20) minute meeting every second week at a time and date mutually established by the parties. Attendance at the team meetings is mandatory.

### TEAM MEETING GUIDELINES / OBJECTIVES

The team member agenda should focus on specific elements and their impact on the team regarding:

- safety, ergonomics, job rotation
- quality problem solving
- throughput improvement process
- cost reduction activities
- GMS implementation / sustainment
- ACE suggestion program
- future plans and events
- business plan objectives / performance

Team Meetings will be planned, chaired and conducted by the Team Leader with the support of the Group Leader. The Team Leader will maintain meeting minutes and take attendance for each meeting, and copies will be provided to the Group Leader for retention.

The parties agree that team meeting time may be deferred and accumulated to enable plant-wide communication meetings, celebrations, etc. The intent is no more than forty (40) minutes will be deferred and accumulated at once. In the event the accumulated time were to exceed forty (40) minutes it would be subject matter for discussion between the parties.

Mandatory Saturday shifts will be tracked and offset by CAMI paid holidays.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 77

### WORKING ALONE IN ISOLATED AREAS OR CONFINED SPACES

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed concerns surrounding team members working alone in isolated areas and confined spaces.

#### 1. Working Alone in Isolated Areas

CAMI agrees to review and provide adequate procedures and safeguards as may be appropriate in such instances where a team member is required to work alone in an isolated area that contains an inherent risk factor. CAMI also agrees that such reviews will take place in consultation with the JHSC who will make recommendations to Management for consideration. CAMI and the Union further agree it is imperative for all team members to comply with the Working Alone policy to ensure a safe workplace.

#### 2. Confined Space

CAMI agrees to undertake that when such work assignments involve confined space entry, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, adequate protective equipment, communication systems, personnel surveillance arrangements, training, and, as required, provisions for extraction and/or adequate support personnel. The JHSC will review the Confined Space Policy annually and will make further recommendations to Management as deemed appropriate.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **LETTER 78**

### **SEVERE WEATHER CONDITIONS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union had discussion around the procedures followed during severe weather conditions.

CAMI recognizes the importance of maintaining a stable and constant work schedule for team members. It is CAMI's intent to offer eight (8) hours work per day for all team members.

In those situations where we are unable to run full production, team members may be offered an opportunity to leave work without pay or may be given an opportunity to utilize available vacation. In extreme situations, should the necessity arise for CAMI to send team members home, the applicable benefit entitlement will be paid.

In situations of severe weather conditions, time permitting, CAMI will give notification by public announcement or otherwise of a plant shutdown. Should a plant shutdown be necessary, the applicable benefit payment will be paid. Severe weather conditions will be determined by the Plant Manager considering the severity of the local conditions.

Attendance issues related to severe weather conditions will be dealt with fairly, reasonably and in the interests of the team members, including discussion with the Plant Chairperson.

Severe weather conditions will be determined by shift.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## LETTER 79

### SUPPLIER RELATIONS

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

CAMI attributes much of its success – its high quality and competitively priced products and productive workplaces – to the outstanding efforts of all its team members and to the effective working relationship between Unifor and the Company.

During these negotiations, the parties discussed the importance of responsible supplier-labour relationships and its impact on the long term development of the Company's supplier base. Issues relating to cost, quality, delivery capability, technological leadership, sectoral and Company specific requirements and effective, progressive supplier labour relations are all important matters when consideration is given to awarding contracts to suppliers.

Moreover, it is recognized that successful high quality, productive workplaces need to be built on a foundation of responsible labour management relations, appropriate labour standards, effective local working relations and the shared objective of producing a high quality, competitively priced product. In its sourcing and supplier development strategies, the Company places a high priority on its supplier community sharing these objectives.

In developing supplier relationships, the following consideration will apply:

The Company expects suppliers to have responsible labour relations.

The Company believes that while the decision to join a Union is an individual one, it is a decision that must be made without Company intimidation, interference or risk of reprisal.



The Union may, from time to time, raise concerns about the relationship with certain suppliers. The Company commits to taking these concerns seriously and to reinforce the principles outlined in Doc. No. 82 of the GMCC Master Agreement.

Yours truly,

Martha Di Carlantonio

Personnel Director

**LETTER 80**

**FORMER TEAM MEMBERS WITH EXPIRED RECALL RIGHTS**

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed how we could support team members who were placed on indefinite layoff and subsequently lost their recall rights.

Notwithstanding the expiration of the aforementioned team members' recall rights, CAMI agrees to provide such interested team members with opportunity to go through the recruitment assessment should a re-employment opportunity exist during the life of this agreement.

Yours truly,

Martha Di Carantonio  
Personnel Director

## LETTER 81

### JOINT ADJUSTMENT COMMITTEE

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During these negotiations the parties discussed the job counselling and job placement assistance needs of employees permanently laid off as a result of a Plant Closing or where the parties determine the indefinite layoff appears to be permanent. These discussions resulted in the parties acknowledging their mutual responsibilities to assist such employees in their efforts to secure suitable alternate employment. Accordingly, it was agreed that in those instances, if any, where employees are permanently laid off as a result of a Plant Closing or where the parties determine the indefinite layoff appears to be permanent, the parties will jointly develop, in co-operation with applicable Federal and/or Provincial agencies, an Adjustment Committee designed to help them secure alternate employment.

The parties agreed that the following provisions are applicable to an Adjustment Committee established hereunder:

1. Within one month of the announcement, one Adjustment Committee will be established under the circumstances defined above.
2. The number of Adjustment Committee members will be determined by mutual agreement between the local parties. Management members on the Adjustment Committee will be appointed by the Personnel Director and Union members will be appointed by the Local Chairperson of the Shop Committee. In addition, one alternate Union representative will be appointed by the Chairperson of the Shop Committee. Such alternate will function on the Adjustment Committee in the event that one of the Union appointed representatives quits the Adjustment Committee.

3. The Adjustment Committee will be responsible to seek financial assistance from the Federal and applicable Provincial Government agencies.
4. The Adjustment Committee will provide a needs assessment program for employees who are scheduled to be permanently laid off as a result of Plant Closing. The needs assessment program will be paid for by the Company and will take place on Company time. Employees going through the needs assessment process will receive up to one (1) hour of assessment time. The Adjustment Committee will decide the appropriate method to deliver the needs assessment program at their location.
5. Members of the Adjustment Committee, including the alternate Union representatives will be provided with a three (3) day training program on Adjustment Committee activities. The above described training will be conducted on Company time and will be paid for by the Company. The Personnel Director and the Chairperson of the Shop Committee will select the appropriate training program and decide the best method to deliver the training while giving consideration to factors such as maintaining the efficiency of operations.
6. Union appointed members of the Adjustment Committee will, with twenty-four (24) hours advance notice to supervision, be authorized to leave their work to attend Adjustment Committee meetings and perform other Adjustment Committee activities, as determined by the Adjustment Committee.
7. An Action Centre will be established for the Adjustment Committee and the equipment necessary to operate such Action Centre will be provided by the Company after review with the Personnel Director of each location.
8. A full-time Action Centre Coordinator will be appointed by the Union from within the bargaining unit as approved by the Personnel Director and the Plant Chairperson. Such coordinator will execute the mandates assigned by the Adjustment Committee. The Action Centre Coordinator will be responsible for the Action Center and may be assisted by the other Union-appointed representatives if

deemed necessary by the Adjustment Committee. The Action Centre coordinator will be paid from the Adjustment Committee budget. The respective Adjustment Committee will also be responsible to determine the need for secretarial support for the Action Centre.

9. Near the time of plant closure, employees will be offered up to eight (8) hours of counselling/training. The scheduling of this counselling/training program will be subject to the approval of the Personnel Director and Chairperson of the Shop Committee.
10. In addition to the above, each Adjustment Committee may decide to implement initiatives to enhance job opportunities for those permanently laid off employees.
11. The Adjustment Committee is required to review their respective adjustment activities in accordance with the terms and conditions of the applicable Industrial Adjustment Service Agreement.
12. Problems associated with the administration of this letter will be reviewed between the Personnel Director and the Chairperson of the Shop Committee for resolution.

Martha Di Carlantonio  
Personnel Director

## LETTER 82

### EMPLOYMENT STANDARDS ACT

CAMI ASSEMBLY

October 17, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered by the Collective Agreement. As an outgrowth of these discussions, the parties came to the following agreement.

- A. The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its team members, shall be minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or a greater right, benefit, term or condition of employment in favour of a team member(s) with respect to a particular standard, the Collective Agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995 as the same relates to the Union and/or its team members, may be subject to the grievance procedure of the Collective Agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment Standards Act and Regulations thereunder, as they exist from time to time, but not both.

- B. During the 1998 negotiations, the Union expressed the concern that the provincial Government has and would amend the Employment Standards Act and/or Regulations in a manner adverse to the interests of the Union and of the bargaining unit team members of the Company. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or bargaining unit team members of the Company shall not be disadvantaged in any way by any amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the Collective Agreement or past practice of the parties provides a greater right, benefit, term or condition of employment than the amendment to a particular employment standard (such as an amendment to the 8 x 48 hours of work rule), then the Collective Agreement or past practice shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Collective Agreement.

Yours truly,

Martha Di Carantonio  
Personnel Director

## NOTES



## NOTES

## NOTES



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18	19	20	21	22	23	24	16	17	18	19	20	21	22		20	21	22	23	24	25	26		18	19	20	21	22	23	24	25	26	27	28	29	30	31			
25	26	27	28	29	30		23	24	25	26	27	28	29		27	28	29	30					25	26	27	28	29	30	31										
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