

ELECTRO-MOTIVE.

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CANADA

**COLLECTIVE
AGREEMENT**

BETWEEN

ELECTRO-MOTIVE CANADA CO.

AND THE

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA), Local No. 27**

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THIS AGREEMENT

ENTERED into as **of** the 1st day of June 2008

BY

and

B E T W E E N

Electro-Motive Canada Co. referred to in this Agreement as
"Company"

AND:

National Automobile, Aerospace, Transportation and General
Workers Union **of** Canada (CAW Canada), referred to in this
Agreement as "National Union CAW" and its Local No. 27
referred to in this Agreement as "Local Union" said "National
Union CAW" and said "Local Union" also being referred to
jointly in this Agreement as "Union".

WITNESSETH:

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide orderly collective bargaining procedures between the Company and the Union, to secure prompt and equitable disposition of grievances and to prevent interruptions of work and interferences with the efficient operation of the Company's business. If an issue is not **resolved** between the Local Union and the Company, **such** issue will be reviewed by a National Union representative and the Director of Human Resources (or designee).

ARTICLE 2 - RECOGNITION

- 2.1 The word "employee" as used in this Agreement means any hourly rated employee employed by the Company at its London, Ontario plant, located at 2021 Oxford Street East, hut excluding: supervisors; persons above the rank of supervisors; plant protection employees; cooperative students; and office and clerical employees (but not including plant clerks).
- 2.2 The Company recognizes the Union as the exclusive bargaining agent for its employees with respect to wages, hours and working conditions.
- 2.3 It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability or such other grounds as set forth in applicable Human Rights Law.
- 2.4 The Company and the Union are committed to providing a workplace free from discrimination and harassment. Harassment for the purposes of this Agreement is a course of vexatious conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability or such other grounds as set forth in applicable Human Rights Law.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF OF UNION DUES AND INITIATION FEES

General/Membership

- 3.1** During the life of this Agreement the Company agrees to deduct, **as** hereinafter provided, an initiation fee and monthly membership dues uniformly levied against all Union members from the pay of its employees who are or become Union members, or in the case of monthly membership dues, to notify the Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund to deduct such dues from each employee's Regular Benefit.
- 3.2** A "member of the Union" or "Union member" for the purposes of this Article 3 is any employee who, **as** a member of the Union is not more than 30 days in arrears of the payment of Union membership dues.
- 3.3** An employee who is a member of the Union **on** the effective date of this Agreement will continue membership in the Union for the duration of this Agreement to the extent of paying the monthly membership dues uniformly required of all Union members **as** a condition of retaining membership in the Union.
- 3.4** An employee who is not a member of the Union **on** the effective date of this Agreement and each employee hired thereafter will become a member of the Union within **40** days following the effective date of this Agreement or within 40 days following employment, whichever is later or, upon a showing of Union membership on a list which the Local Union may furnish to the Company. An employee will remain a member of the Union to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members **as** a condition of acquiring or retaining membership in the Union.
- 3.5** For the purposes of this Article **3**, Union dues will be the amount of monthly dues uniformly levied by the Local Union on its members in accordance with its Constitution and By-laws. Union initiation fees will be an amount not in excess of the maximum prescribed by the Constitution of the National Union CAW at the time the employee becomes a member.

Financial Secretary

- 3.6 The Local Union will file with the Company a voucher signature of its Financial Secretary and of a person or persons authorized to negotiate the monthly cheques for the Union.
- 3.7 The Financial Secretary of the Local Union will advise the Company through its designated representative, by letter, not later than the 5th day of the month following the effective date of this Agreement, of the amount of monthly Union dues uniformly levied on each of its members for the month. Thereafter in the event of any change in this amount the Financial Secretary will in the same manner advise the Company of the change not later than the 20th day of the month prior to the month in which the change is to become effective.
- 3.8 Once each month, the Financial Secretary may submit to the Company a list showing the name and employee number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies. This list will be dated and will be submitted on or before the first Tuesday following the third pay clay in the month. Such amounts will he deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.

Dues Deduction

- 3.9 The initial monthly dues deduction from the pay of an employee who is not a member of the Union on the effective date of the Agreement or from the pay of an employee who is hired thereafter will be made from the first payroll period following the employee being hired. It will be presumed that all new employees, except rehires and preferential hires who have previously paid initiation fees, owe initiation fees and such initiation fees will be deducted simultaneously with the initial monthly dues deduction as specified in this Article 3. Thereafter, Union membership dues for each succeeding calendar month will be deducted as provided hereinafter.

- 3.10 The Company shall have no responsibility for collection of membership dues under this Article 3 for any month prior to the month in which the first membership dues deduction is made for a particular employee under this Agreement.
- 3.11 Weekly deductions will be 25% of the monthly membership dues. Such weekly deductions will be made in the first four pay periods of the month. In the event that there is a fifth pay period in a month such week will be used to cover deductions for any arrears.
- (a) In the event that an employee is absent from work during one or more weeks during the month but does work during such month, arrears will be calculated and deducted in the last week of the month or the 5th week whichever comes last. In the event that arrears are still owing at the end of the month such arrears will be carried over to the next month.
- (b) In the event that an employee does not work any hours during a month, there will not be any arrears carried over for that particular month.
- 3.12 In the event an employee does not receive a pay cheque for a pay date ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, Union dues in the amount of one hour straight-time pay, including COLA, calculated on the basis of the same hourly rate used for the purpose of calculating an employee's SUB benefits or such other amount as may be established as dues will be deducted from the Regular Benefit. In the event such an employee subsequently receives a pay cheque for a payroll period ending in the same dues deduction month, the difference between the amount of Union dues paid and the amount then owing will be deducted from such pay cheque.
- 3.13 Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions.

Skilled Trades Dues Deduction

- 3.14 For each Skilled Trades employee, in addition to the dues deduction pursuant to Articles 3.9 - 3.13, once each calendar year the Company will deduct an amount equal

to one-half hour of base hourly wage rate plus COLA in effect at the time the deduction is made from such employees. The deduction will be made **from** the last payroll period ending in January of each year from all Skilled Trades employees employed by the Company as of January 1st of that year. The deduction will only be made after any and all other claims and regular dues deduction have been satisfied, and will be remitted to the Financial Secretary at the same time **as** the regular Union dues remission.

Insufficient Earnings

3.15 Subject to Articles 3.11(a) and (b) above, in the event there are insufficient net earnings, the deductions (including the Skilled Trades Dues Deduction) will be made from the subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or breaks seniority, whichever occurs first. The Company will have no responsibility for the collection of such dues if the employee has insufficient net earnings during the remainder of the calendar year.

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

Remittance

3.17 Dues deductions will be remitted to the Financial Secretary of the Local Union within 10 days after a deduction date. Any deductions made from the subsequent payrolls or from Regular Benefit received during payroll periods that end in the calendar month will be included with the remittance for the following month.

Information

- 3.18 The Company will furnish the Financial Secretary of the Local Union, monthly, with the names and employee numbers of those for whom deductions have been made, the amounts of the deductions, and where **such** deductions have been made from wages, the amounts deducted respectively, for initiation fees, current dues, and past dues. This information **should** be furnished along with the dues remittance. The Financial Secretary will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.
- 3.19 The Company agrees to provide the following information to the Financial Secretary on a monthly basis:
- (a) A notation on the remittance to the Financial Secretary, pursuant to Article 3.17, of those employees who had dues deducted as a result of a backpay settlement.
 - (b) Weekly listings of employees who worked on a per diem basis during the preceding week.
 - (c) Job code lists.
 - (d) Information relative to employees who, during the preceding month:
 - (i) became new hires into the bargaining unit,
 - (ii) were part time employees,
 - (iii) were transferred in and out of the bargaining unit,
 - (iv) were placed on a permanent layoff status,
 - (v) **have** had an **address** change, and
 - (vi) died or retired.

Deductions for Part-Time Employees

- 3.20 The Union and the Company agree that a temporary part-time employee will be subject to a weekly dues deduction of 50% of the dues assessment of a full-time employee.

3.21 Such deduction will be made pursuant to this Article 3 and will only be made after any and all other claims have been satisfied.

3.22 Such deductions for temporary employees will be remitted to the Financial Secretary of the Local Union at the same time as the regular Union dues are remitted pursuant to Article 3.17.

Deductions for Retirees

3.23 The Union and the Company agree that when benefit representatives are meeting with employees for the completion of retirement forms such employees will be presented with a form supplied by the CAW authorizing the Company to make monthly deductions from the pension earnings of retirees.

Indemnity for Union Dues Deductions

3.24 The Union shall indemnify and hold harmless the Company for any sums paid by the Company to any person or persons:

- (a) as a result of any final order or judgment of any court or administrative agency in favour of such person or persons, or
- (b) with the consent of the Union, when the claim for said sum arises out of action taken by the Company in accordance with the provisions of this Article 3, or in reliance on any list, notice or assignment furnished by the Union to the Company under any of such provisions, or by the Company or Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund in connection with the deduction of Union dues from Regular Benefits.

3.25 The Union agrees to indemnify and save the Company harmless in the event that an employee will make any claim against the Company as a result of the application of this Article 3.

3.26 The Company or the Trustee of the Canadian Supplemental Unemployment Benefit Plan Fund will use its best endeavours to comply with the provisions of this Article 3, but is relieved by the Union of both

responsibility and liability for making or failing to make deductions hereunder.

Miscellaneous

- 3.27 In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, deductions will be made for membership dues as provided in this Article 3.
- 3.28 Deductions will be made only after any and all other claims against the employee's pay have been satisfied. No deduction will be made from the pay due a deceased or separated employee.
- 3.29 In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month will be made from such settlement or award.
- 3.30 In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union constitution and By-laws, refunds to the employee will be made by the Local Union.
- 3.31 In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the deduction of Union membership dues.
- 3.32 Any dispute arising in connection with an employee's deduction required by this Article 3 will be reviewed with the employee by a representative of the National Union and a representative of the Company. Should this review not dispose of the matter, it may be referred to the Arbitrator whose decision shall be final and binding on the employee, the Union and the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 4.2 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order **and** efficiency in the plant, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing. The Union further acknowledges that the Company has the right to make and alter, **from time** to time, rules and regulations to be observed by employees, which rules and regulations shall not **be** inconsistent with the provisions of this Agreement.

ARTICLE 5 - SENIORITY

General

- 5.1 Fundamentally the rules of this Agreement respecting seniority rights are designed to give employees an equitable measure of security based on their length of continuous service in the bargaining unit.
- 5.2 The word "seniority" as used in this Agreement will mean the length of an employee's unbroken service in the bargaining unit measured from the employee's seniority date in accordance with the terms of this Agreement, it being understood and agreed, however, that the seniority of any employee who has an established seniority date on the effective date of this Agreement will be the length of the employee's service in the bargaining unit measured from such seniority date unless such employee's seniority is hereafter broken under the terms of this Agreement.
- 5.3 When an employee acquires seniority rights, the employee's name will be placed on the seniority list for the employee's job classification group in the order of the employee's seniority. The order of employees with the same seniority date will be based on the principle that a lower employee number will have greater seniority.
- 5.4 Up-to-date seniority lists will be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. Monthly, the Plant Chair will be provided two up-to-date seniority lists.
- 5.5 The seniority list will contain each employee's name, employee number, job classification, seniority date and, if different than the employee's seniority date, the employee's Skilled Trades Entry Date.
- 5.6 Upon request, which cannot be more than once per month, the Plant Chair will be furnished two copies of the list of names, employee number, department number and seniority dates of employees who during the preceding month have:
- (a) Acquired seniority.
 - (b) Lost seniority and/or have been terminated and the reason therefore.

- (c) Been granted leave of absence of **more** than 30 days' duration.
- (d) Been transferred in or out of the bargaining unit.
- (e) Returned to work from permanent layoff during preceding month.
- (f) Returned to work from leaves of absence described in (c) above.
- (g) Had their employment terminated while in a probationary employee status if on check-off.

Probationary Employees

- 5.7 Employees will be considered probationary employees for the first 90 calendar days of employment. The 90-day probation period may be extended by agreement signed by the Director of Human Resources and the Plant Chair. During the probation period, such probationary employees may be terminated or otherwise released at any time for any reason **at** the sole discretion of the Company. Probationary employees will have no recourse to any provisions of this Agreement or to the Grievance Procedure. Employees who complete their probationary period will have seniority from the date they started working for the Company.
- 5.8 The Company may, but shall not be required to, offer overtime opportunities to probationary employees. **In** an effort to equitably distribute overtime, the following guidelines should be adhered to when utilizing probationary employees on an overtime basis. Overtime during the week should be offered to probationary employees after seniority employees within the same equalization group who are capable of performing the requirements of the job have been asked. Overtime **on** a weekend basis is to be offered to seniority employees within the equalization group, then to seniority employees on other shifts in the department, prior to offering work to the probationary employees. Upon successful completion of the probationary period, effective at the beginning of the first pay period following completion of the probationary period, the employee will enter the applicable overtime equalization group with the average hours for the group.

Loss of Seniority

- 5.9 Any employee will lose his/her seniority and shall be deemed to have been terminated from his/her employment if he or she:
- (a) Quits, dies or retires;
 - (b) **Is** discharged;
 - (c) Enters into a separation agreement with the Company or accepts a separation payment in any form from or on behalf of the Company;
 - (d) Falsifies or omits any relevant information on the employee's application;
 - (e) Falsifies or omits any relevant information in obtaining, or attempting to obtain, any benefit provided by the company or provided by law;
 - (f) **Is** absent from work for three consecutive work days without contacting the Company and providing a satisfactory reason;
 - (g) Fails to return to work as scheduled following an approved leave of absence or vacation;
 - (h) **Is** laid off and fails to report to **work** within three days after being recalled to work; or
 - (i) In the case of layoff or is absent on sick leave pursuant to Article 13.6 for a continuous period equal to the seniority such employee had acquired at the time of such layoff period or, in the case of an employee with less than one year of seniority, 18 months or, in the case of an employee with one or more years of seniority, 36 months whichever is longer; however, an employee whose seniority is **so** broken shall, for a period of 60 months beginning with the employee's last scheduled workday prior to layoff, or sick leave pursuant to Article 13.6, retain a right to be rehired in accordance with the seniority date the employee had established at that plant as of such last day scheduled. An employee **who** is rehired, and who reacquires seniority, pursuant to this Article 5, within 60 months immediately following the last

day worked prior to the layoff or sick leave during which the employee's seniority was broken by virtue of this Article 5.9(i), shall have the employee's new seniority date adjusted by adding an amount equal to the seniority the employee had acquired at the plant as of such last day worked. For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Article 11.1, that Monday will be considered the first day of that period.

- 5.10 In order to prevent loss of the employee's seniority and deemed termination of employment, it will be each employee's responsibility to keep the Company informed of the employee's proper mailing address. Such notification shall be made in writing to the Human Resources Department on forms provided by the Company. Employees may give notification of a change of address by mail provided it is sent registered mail (return receipt requested) to the Human Resources Department.
- 5.11 In the case of an employee whose seniority is broken as provided in Article 5.9(g), the Company will provide notice to the Plant Chair and the Benefits Representative; provided that there shall be no consequences or liability for failure to give such notice.
- 5.12 Should an employee's seniority be broken and should the employee thereafter be rehired, such employee shall upon such rehiring be a Probationary Employee.

ARTICLE 6 • REPRESENTATION

Representatives

- 6.1 During the term of this Agreement, the Union will be represented in the plant by the following full-time positions:
- Plant Chair
 - Zone 1 Committeeperson
 - Zone 2 Committeeperson
 - Skilled Trades Committeeperson
 - Health and Safety Representative
- 6.2 During the term of this Agreement, the Union will be represented in the plant by the following part-time positions:
- Zone 3 Committeeperson (20 hours)
 - Pension Representative (20 hours)
 - S&A/Benefits Representative (20 hours)
 - Substance Abuse Counsellor (20 hours)
 - Employment Equity Representative (16 hours)
 - Woman's Issues Advocate (8 hours)
 - Counsellor (8 hours)
 - Ergonomics Representative (8 hours)
 - Third Shift Steward (0 hours)

Representation Functions

- 6.3 The Plant Chair and Committeepersons (collectively, the "Representatives") will be responsible for presenting, investigating and adjusting grievances as well as other legitimate representation functions. Other "legitimate representation functions" will only include normal in-plant activities pertaining to the administration of the

Agreement, provided that such activities do not interfere with the work or supervision **of** other employees and the efficiency of the operation.

- 6.4 Upon entering a department in the fulfillment of their duties, all Representatives will notify the supervisor of that department of their presence and purpose.
- 6.5 The Representatives have a responsibility to the Union and the employees they represent to conduct themselves in a **business-like** manner and will conform to the plant rules. The normal standard **of** conduct applicable to all employees will be applied to all Representatives.
- 6.6 Besides performing their duties and responsibilities as noted in this Article 6, Representatives will not engage in any Union business/activity or attempt to conduct any Union business or activity during scheduled hours of work of the plant.

Employment and Job Status of Representatives

- 6.7 The Representatives will be on a full-time, paid leave of absence in order to fulfill their duties as described in this Article 6.
- 6.8 All Representatives **will** clock in and out upon arrival and departure from the plant and will enter and remain in the plant only on their respective shifts unless otherwise agreed to by the Company. The Plant Chair will be permitted to leave the plant to perform legitimate representation functions. The Representatives will be paid at their regular rate for the time spent in the plant on their respective shifts as provided in Article 6.9.
- 6.9 Representatives will receive pay equal to their regular straight-time hourly rate, as of the time they assumed their duties as Representatives. Representatives will be permitted to change job classifications. **A** Representative's rate will be adjusted in accordance with any adjustments made in the rate for that job classification.
- 6.10 If there are at least 75 production employees scheduled to work on a Saturday, Sunday or Holiday, one Representative (other than the Skilled Trades Committeeperson) will be entitled to eight hours of

overtime pay. Only one such Representative per day will be entitled to overtime under this Article 6.

- 6.11 If there are at least 15 Skilled Trades employees scheduled to work on a Saturday, Sunday or Holiday, the Skilled Trades Committee person will be entitled to eight hours of overtime pay.
- 6.12 Representatives will not equalize as part of an overtime equalization group.

Preferential Seniority

- 6.13 In the event of a layoff, the employees holding the positions set forth in Articles 6.1 and 6.2 and their alternates will be retained regardless of seniority unless the plant is closed.

Alternate Representatives

- 6.14 Alternate Representatives may be selected by the members of the Union. An alternate Representative may act in place of a regular Representative, provided that the Union gives prior written notice of such replacement to the Human Resources Department as far as reasonably possible in advance. In the case of such replacement, the alternate Representative's duties will be the same as those of the regular Representative.

**ARTICLE 7 - JOINT UNION MANAGEMENT
MEETINGS**

- 7.1 The parties agree that the Representatives, plant management and Human Resources representatives will meet on a regular basis, not less than once every two months to discuss matters including: training, working conditions, and other such related matters.

ARTICLE 8 - STRIKES, STOPPAGES AND LOCKOUTS

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

ARTICLE 9 - WAGES

- 9.1 The wages schedule for employees is found in Appendix 1 to this Agreement.
- 9.2 New employees hired on or after the effective date of this Agreement will be hired at a rate equal to 70% of the maximum base rate of the job classification. Such employees will receive an automatic increase to:
- (a) 80% of the maximum base rate of the job classification at the expiration of one year (365 days).
 - (b) 90% of the maximum base rate of the job classification at the expiration of two years (730 days).
 - (c) the maximum base rate of the job classification at the expiration of three years (1095 days).
- 9.3 An employee will receive credit toward acquiring the maximum base rate of the job classification effective with the first day worked and will include the subsequent days of that pay period. Thereafter, such employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff. Credit will not be given for any pay period during which for any reason, the employee does not work except as provided in Article 13.7 and in the case of the pay period in which the full week of the Christmas Holiday Period falls, provided the employee would otherwise have been scheduled to work. Each increase will be effective at the beginning of the first pay period following the completion of the required number of days of employment.
- 9.4 An employee who is laid off prior to acquiring seniority and who is reemployed within one year from the last day worked prior to layoff will receive a rate upon reemployment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Upon such reemployment, the credited rate progression period of the employee's prior period of employment will be applied toward the employee's rate progression to the maximum base rate of the job classification.

- 9.5 A laid-off seniority employee will receive a base rate, upon recall, which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Such employee shall continue to be covered by the rate progression provisions in effect during the previous Company employment. Upon such recall, the credited rate progression period of the employee's prior period of employment at the Company will be applied toward the employee's rate progression to the maximum rate of the job classification.
- 9.6 An employee who had previously acquired seniority and had seniority broken pursuant to the provisions of Article 5.9(i) will receive a base rate, upon reemployment, which has the same relative position to the maximum base rate of the job classification as had been attained by the employee in prior Company employment. Such employee shall continue to be covered by the rate progression provisions in effect during the previous Company employment. Upon such reemployment, the credited rate progression period of the employee's prior period of employment at the Company will be applied toward the employee's rate progression to the maximum rate of the job classification.
- 9.7 Any employee who promotes or otherwise transfers on a temporary or permanent basis while subject to wage progression shall maintain the employee's status within wage progression.
- 9.8 Articles 9.2 - 9.7 shall not apply to skilled trades classifications.

Classification of New Positions

- 9.9 If, during the term of this Agreement, the Company establishes a new job classification within the bargaining unit or the duties of an existing job classification within the bargaining unit are combined or substantially changed that it cannot be properly covered by an existing classification, the Company will determine the job classification and appropriate rate of pay for the new or changed job classification and will notify the Plant Chair.
- 9.10 The Company agrees to establish a Classification Review Committee to review classification disputes. The

committee will comprise two representatives from the Company's Human Resources Department and two Representatives.

- 9.11 The new classification and rate will be considered temporary for a period of 60 calendar days following the date the Classification Review Committee first meets to discuss the new Classification and rate. If an agreement is not reached regarding the appropriate job classification and rate of pay within 60 calendar days following the date the Classification Review Committee first meets, a grievance may be filed within five working days following the expiration of the 60-day period. Such grievance will be filed in accordance with the Grievance Procedure at Step 3. If no grievance is timely filed in accordance with the preceding sentence, the job classification and rate will not be subject to the Grievance procedure, arbitrable or retroactive.
- 9.12 In establishing the rate of pay for a classification an arbitrator will do so by comparing such classifications with other comparable classifications in the plant. The arbitrator's decision will be limited to the area of dispute and the wage rate the arbitrator establishes for the new job Classification will be set so as to maintain the wage rate relationship and internal balance that the parties have established in this Agreement through their negotiations.
- 9.13 Any rate established by the arbitrator shall become a part of this Agreement. Any such order by an arbitrator shall not have retroactive effect.

Night Shift Premium

- 9.14 A shift premium of 5% will be paid for up to eight hours when an employee works second shift as the employee's regular scheduled shift including the weekend. A shift premium of 10% will be paid for up to eight hours when an employee works third shift as the employee's regular scheduled shift including the weekend.

Lead Hand Premium

- 9.15 An employee working as a Lead Hand will receive a premium amount equal to 25 cents for each worked hour.

Reporting / Call-In Pay

- 9.16 If an employee is scheduled for work and is not notified in advance that there will be no work, such employee will, at the Company's discretion, receive either: (i) an opportunity to work at least four hours, or (ii) four hours of pay at the applicable hourly rate. If an employee is called in to work as the result of an emergency and works four hours or less, such employee will receive a minimum of four hours' pay at the straight-time hourly rate. If an employee is called in to work as the result of an emergency and works more than four hours, such employee will receive pay for all such hours at the applicable hourly rate. No payments will be made under this paragraph in cases resulting from labour disputes or other conditions beyond the control of the Company.

Pay Corrections

- 9.17 The Company agrees that it will issue a cheque, when through a Company administration error appropriately validated by the Company, an employee is short 4 hours pay or more. In the event an employee is short 4 hours or more, yet has overtime pay included that exceeds a total of 40 hours pay, the Company will make the employee whole the payday of the next following week;

ARTICLE 10- HOURS OF WORK AND OVERTIME

General

10.1 When used in this Article 10 and elsewhere in this Agreement, the following terms will have the meaning ascribed below:

- (a) "Straight-time rate" as used in this Agreement means the employee's regular hourly rate for the employee's job classification as set forth in this Agreement plus COLA.
- (b) "Time and one-half" as used in this Agreement means one and one-half times the applicable straight-time rate.
- (c) "Double time" as used in this Agreement means two times the applicable straight-time rate.
- (d) "Overtime" as used in this Agreement means any hours compensated at time and one-half or double time.

10.2 In calculating the pay to which an employee is entitled under this Article 10, an employee's "day" will be the twenty-four consecutive hours from:

- (a) The time an employee is scheduled to start work on the particular calendar day, or
- (b) The time an employee commenced work on the particular calendar day if earlier than the employee's scheduled starting time for that day, as the case may be.

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

10.3 The work week will be a calendar week beginning on 12:00 am on Monday and ending on 11:59 pm on Sunday, provided however that the work week for third shift employees will begin at 11:00 pm on Sunday and end on 10:59 pm on the following Sunday.

Overtime

- 10.4 An employee will be compensated for time worked at the employee's straight-time rate except as otherwise provided herein.
- 10.5 An employee who has worked eight hours at the applicable straight-time rate in the employee's day, will be paid at the rate of time and one-half for all further time worked by the employee on that day, provided, however, that this provision will not apply to any employee whose regularly scheduled shift exceeds eight working hours.
- 10.6 Subject to Articles 10.8 and 10.9, an employee will be paid at the rate of time and one-half For all time worked by the employee on Saturday to the extent that such time is not part of the employee's Friday shift.
- 10.7 Subject to Articles 10.8 and 10.9, an employee will be paid at the rate of double time for all time worked by the employee on (i) Sunday to the extent that such time is not part of the employee's Saturday shift, and (ii) the holidays specified in Article 11.
- 10.8 The following exceptions to the general overtime rules above will apply to employees working third shift:
- (a) Employees will be paid time and one half for hours worked on a third shift starting on Friday.
 - (b) Employees will be paid double time for hours worked on a third shift starting on Saturday or the day preceding a specified holiday.
- 10.9 For any employee subject to a Chronic Absentee Notice under the Attendance Policy, notwithstanding anything to the contrary contained in this Article 10, no Saturday or Sunday overtime premium rate will be paid under this Article 10 unless the employee has actively worked at least 40 hours during the week inclusive of any shift work on Saturday or Sunday. The 40 hours worked will include any scheduled vacation time and time on bereavement, jury duty or union leave but will not include any other paid or unpaid time off. If the 40-hour requirement is satisfied by hours worked on Saturday and/or Sunday, only those hours worked on Saturday and/or Sunday in

excess of 40 hours will be paid at the overtime premium rate.

Overtime Scheduling

- 10.10 The parties agree that it is preferable that, over a reasonable period of time, employees within an overtime equalization group receive a fair share of the available overtime opportunity hours. The parties further acknowledge that the time necessary to equitably distribute overtime opportunity hours may vary depending on the number of available overtime opportunity hours, the size of the overtime equalization group and other factors.
- 10.11 Insofar as it is practicable for management to do so, available overtime opportunities will be equitably distributed among employees within applicable overtime equalization group. The overtime equalization groups shall be as described on Appendix 2. After consultation with the Plant Chair, overtime equalization groups may, from time to time, be revised with consent of the Plant Chair. Such consent will not to be unreasonably withheld.
- 10.12 Up-to-date equalization records will be maintained and openly displayed so that involved employees are able to check their standing. If employees on an equalization record are scattered throughout the plant, their record will be posted in one reasonable location. It is agreed that it is desirable to post the record of overtime accepted or declined and the accumulated total no less frequently than weekly.
- 10.13 When an employee accepts or declines to work an overtime opportunity, the employee will be credited with the overtime opportunity hours, provided that, when an employee is offered an overtime opportunity in another overtime equalization group within the same department the employee is assigned and accepts or declines such offer, the employee will be credited with the overtime opportunity hours within their own equalization group. Notwithstanding the preceding sentence, if an employee is called at home and declines the overtime opportunity, such employee will not be credited with the overtime opportunity hours.

- 10.14 Overtime opportunity hours will be credited **as** follows:
- (a) One hour at time and one half ~ 1.5 hours credited.
 - (b) One hour at double time - 2 hours credited.
- 10.15 An employee who is absent or on an authorized leave of absence, paid or unpaid, for less than 30 days will be credited with the overtime opportunity hours the employee would have been offered if the employee had been available; provided, however an employee will not **be** credited for overtime opportunity hours while on vacation or bereavement leave.
- 10.16 An employee on an authorized leave of absence for 30 days **or** longer will cease to be credited with overtime opportunity hours and, upon returning, the employee's prior overtime equalization hours will be replaced with the average hours of the group.
- 10.17 When an employee enters **an** overtime equalization group other than on a temporary basis, the employee will be credited with the average hours of the group; provided, however, that in the case of a shift change that does not involve a change in job classification or department, an employee will carry forward hours and enter the overtime equalization group with the employee's then-current hours (not "averaging in").
- 10.18 When a new shift is started, the employees on the new shift will be credited with the average hours of the employees in **the** same job classification in the same department working on the other shift or shifts.
- 10.19 If the spread of hours within an overtime equalization group becomes excessive, a Representative may attempt **to** resolve the problem with the applicable Area Manager. Should such conditions remain unresolved, the matter will be referred to a special meeting between the Plant Chair and the Director of Human Resources (or designee).
- 10.20 Notwithstanding the scheduling and related provisions set forth in this Article 10 or otherwise,
- (a) The Company may offer production overtime without regard to the provisions of this Article 10 for the purposes of job continuity, and

- (b) The Company may offer skilled trades overtime without regard to the provisions of this Article 10 for the purposes of job continuity.

Powerhouse

- 10.21 The Company and the Union agree to jointly create language to replace this paragraph. Such language will apply to powerhouse employees working regularly scheduled 12-hour shifts and will detail the work schedule and related rules, including without limitation rules governing overtime. The revised language will be effective only upon written agreement between the Director of Human Resources and the Plant Chair.

Break Time

- 10.22 Provided that an employee scheduled for eight hours works the full shift, the employee will be entitled to one 15-minute rest period and one five-minute wash-up period each as scheduled by the Company. Any employee who works 10 or more hours on a shift (which is not a regularly scheduled shift) will receive an additional 15-minute rest period as scheduled by the Company.
- 10.23 Employees who work at least eight hours on a shift scheduled for eight hours will receive a 25-minute paid lunch period as scheduled by the Company.

Time Limits

- 10.24 Pay for break periods, wash-up periods and the lunch periods is conditional upon strict adherence to the time limits.
- 10.25 Employees may clock out during the wash-up period at the end of the employee's shift.

Shift Rotation

- 10.26 Employees may be required to rotate shifts, provided, however, that (i) employees will not be required to rotate across departmental lines, and (ii) only after meaningful consultation between the Director of Human Resources and the Plant Chair, up to 10 Special Circumstances Lead Hands may be excluded from rotation. Those employees who rotate shifts will do so every two weeks. The order

of shift rotation will be from third shift to second shift to first shift.

- 10.27 In departments with rotating shifts, employees may apply to work within their job classification on a steady second shift or third shift rather than rotating shifts. Assignment to steady second or third shift will be for a period of four months and by seniority.
- 10.28 The Company will determine the number of employees required on each shift and will notify the Plant Chair of the number and any changes to such number. After taking into account those who apply for steady second or third shift, the Company will calculate (i) the number of employees required to rotate shifts, and (ii) the remaining number of employees to be assigned steady first shift work. Assignment to steady first shift will be by seniority.
- 10.29 None of the above shift rotation provisions shall require a shift or rotation assignment that would adversely affect the efficiency of operations.

Alternative Work Schedules

- 10.30 In the event the Company elects to implement an alternative work schedule, the Company will notify the Union and the parties will promptly meet to negotiate the terms and conditions applicable to such alternative work schedule.

Miscellaneous

- 10.31 Night shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime rate under any provision of this Agreement shall not be counted more than once for the purpose of determining whether an employee is entitled to overtime under the same or any other provision of this Agreement.
- 10.32 Any change in the established shift hours will be first discussed with the Plant Chair as far in advance as possible of any such change.
- 10.33 There will be no eight and one-half hour, regularly scheduled shifts unless otherwise agreed by the parties.

10.34 Notwithstanding anything to the contrary, the Company may schedule six-hour shifts on the weekend with one 15-minute rest period and one five-minute wash-up period each as scheduled by the Company. For such six-hour shifts, the first shift start time will be 6:00 am and the second shift start time will be 12:00 pm.

ARTICLE 11 - HOLIDAY PAY

- 11.1 Employees will be paid for the following specified holidays as provided hereinafter:

	1st Year	
June 27, 2008	Friday before Canada Day	
August 29, 2008	Friday before Labour Day	
September 1, 2008	Labour Day	
October 10, 2008	Friday before Thanksgiving	
October 13, 2008	Thanksgiving	
December 24, 2008 December 25, 2008 December 26, 2008 December 29, 2008 December 30, 2008 December 31, 2008	Christmas Holiday Period	
January 1, 2009 January 2, 2009		
April 10, 2009		Good Friday
April 13, 2009		Day after Easter
May 18, 2009		Victoria Day

	2nd Year	
June 26, 2009	Friday before Canada Day	
August 3, 2009	Civic Day	
September 4, 2009	Friday before Labour Day	
September 7, 2009	Labour Day	
October 9, 2009	Friday before Thanksgiving	
October 12, 2009	Thanksgiving	
December 24, 2009 December 25, 2009 December 28, 2009 December 29, 2009 December 30, 2009 December 31, 2009	Christmas Holiday Period	
January 1, 2010		
April 2, 2010		Good Friday
April 5, 2010		Day after Easter
May 24, 2010		Victoria Day

3rd Year	
July 2, 2010	Friday after Canada Day
August 2, 2010	Civic Day
September 3, 2010	Friday before Labour Day
September 6, 2010	Labour Day
October 8, 2010	Friday before Thanksgiving
October 11, 2010	Thanksgiving
December 24, 2010 December 27, 2010 December 28, 2010 December 29, 2010 December 30, 2010 December 31, 2010	Christmas Holiday Period
April 22, 2011	Good Friday
April 25, 2011	Day After Easter
May 23, 2011	Victoria Day

- 11.2 In the event an additional provincial holiday in Ontario is proclaimed into law during the life of this Agreement, such holiday will replace the holiday designated in this Agreement as the Friday preceding Thanksgiving.
- 11.3 An employee will be paid at the employee's straight-time rate for eight hours for specified holidays provided that the employee meets all of the following eligibility requirements except as otherwise provided in this Article 11. Notwithstanding any of the eligibility provisions of this Article 11, no employee will receive holiday pay for any holiday for which the employee receives Workers' Compensation or disability benefits under the Company's short-term or long-term disability plan.
- 11.4 For holidays specified in this Article 11, except those falling within the full week of holidays (Monday through Friday) in the Christmas Holiday Period, an eligible employee will receive the night shift premium (if any) that would have attached to the employee's straight-time rate if the employee had worked the employee's regularly scheduled shift had such day not been a holiday.
- 11.5 No employee will receive less holiday pay than that to which such employee would be entitled under existing law at the time such holiday pay is payable.
- 11.6 To be eligible for holiday pay an employee must:

- (a) have worked both the employee's last scheduled work day prior to, and first scheduled work day after each specified holiday, and on such days the employee must work at least as many hours as the employee is scheduled to work, less one, unless the employee's tardiness beyond one hour is excused by supervision; and
- (b) the employee must have worked during the week in which the holiday falls except during the week that constitutes the Christmas Holiday Period. Failure to work either the employee's last scheduled work day prior to or the next scheduled work day after each Christmas Holiday Period will disqualify the employee for the two holidays in the Christmas Holiday Period which follow or precede such scheduled work day. In the event an employee does not work during the week in which two or more holidays fall and the employee's absence is due to the combination of bereavement leave or jury duty and the observation of the holidays, such employee will be considered to have worked during the week for the purposes of this Article 11.

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

11.8 For the holidays falling within the full week in the Christmas Holiday Period, For each eligible employee night shift premium used in determining the holiday pay will be the average night shift premium paid to such employee during that calendar year prior to the Christmas Holiday Period.

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

Saturday, December 27, 2008	Sunday, December 28, 2008
Saturday, January 3, 2009	Sunday, January 4, 2009
Saturday, December 26, 2009	Sunday, December 27, 2009

Saturday, January 2, 2010
Saturday, December 25, 2010
Saturday, January 1, 2011

Sunday, January 3, 2010
Sunday, December 26, 2010
Sunday, January 2, 2011

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

Layoff

- 11.10 **Eligible** employees who work in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, or eligible employees who are laid off in a reduction in force during the first, second, or third work week prior to or during the work week in which the Christmas Holiday Period begins, will (if otherwise eligible) receive pay for each of the holidays in the Christmas Holiday Period, providing such employee worked the last scheduled work day prior to such layoff.
- 11.11 An eligible employee who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, will (if otherwise eligible) receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

Vacation/Jury Duty

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

Leave of Absence

- 11.13 When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, the employee will be eligible for pay for that holiday.

- 11.14 An eligible employee whose leave of absence terminates during the Christmas Holiday Period, and who reports for work on the next scheduled work day after the Christmas Holiday Period, will **be** eligible for holiday pay beginning with the first holiday the employee would otherwise **have** worked and each holiday thereafter in the Christmas Holiday Period.
- 11.15 In the event that the holiday falls on Friday, Saturday or Sunday, an eligible employee on **an** approved leave of absence will be eligible for pay for that holiday provided the employee works the first scheduled work day in the next work week following such holiday.

Failure to Report

- 11.16 An employee who agrees to work on a holiday and who, without reasonable cause, fails to report for and **perform** such work, will be ineligible for holiday pay.

Plant Shutdown and Holidays

- 11.17 When a specified holiday falls within a plant shutdown period, employees who would have been on holiday except for the fact they are on vacation, will be paid at the employee's straight-time **rate** of eight hours for the holiday.

ARTICLE 12 - VACATION PAY

Vacation Entitlement

- 12.1 In each calendar year, employees will be entitled to vacation with pay based on their seniority as of June 30th of that calendar year as provided in the following chart:

Seniority	Hours of Vacation with Pay
1 but less than 2	144
2 but less than 3	152
3 but less than 5	180
5 but less than 10	200
10 but less than 15	220
15 but less than 20	240
20 or more years	280

shutdown by March 1st of each year and will endeavour, subject to production schedules, to schedule any such shutdown period during June, July or August. If such notice is timely provided, employees will use their vacation during plant shutdown. If such notice is not timely provided by March 1st, to the extent employees have unused vacation as of the date notice is given, employees will be required to use their vacation during plant shutdown. In addition, by March 1st of each year, the Company will notify the employees regarding which operations, if any, will be scheduled to operate during plant shutdown periods. Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Representative as soon as is practicable.

Vacation Scheduling

- 12.6 Before March 15th in each year, employees may make application in writing for vacation time off, indicating first, second and third choices. If plant shutdown periods are scheduled pursuant to Article 12.5 and timely notice is provided, the dates of such periods are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from a job classification at a given time, resolving priority of applications for time off will, subject to operational and business needs, be on the basis of seniority for production employees and skilled trades entry date for skilled trades employees, except that applicants working on jobs which usually operate when the plant is shut down during such periods as inventory, plant rearrangement and plant shutdown will be given first consideration for time off during periods other than plant shutdown periods.
- 12.7 Each employee who has submitted a timely vacation request will be notified of the disposition of the employee's vacation request no later than April 15th. Scheduled vacation time off, exclusive of the time identified as plant shutdown periods, will not thereafter be cancelled or changed without the mutual consent of the Company and the employee. If an employee's approved vacation time off scheduled for a plant shutdown period is cancelled or changed, the employee may reschedule their vacation with supervisor approval.

- 12.8 Any vacation time not scheduled and taken in accordance with the provision of Articles 12.6 and 12.7, may be scheduled at the Company's discretion and must be taken in accordance with such scheduling. In no case will an employee be scheduled for less than 80 hours of vacation in any given calendar year (except in the case of an employee with less than 80 hours of vacation entitlement).
- 12.9 All hours of vacation must be taken in one-week increments, except that up to 80 hours of vacation may be taken in four-hour increments.

Vacation Pay

- 12.10 For each day of vacation taken, an employee shall receive vacation pay in accordance with standard payroll practice for regular wages as though the employee had worked such vacation day.
- 12.11 An employee's vacation pay shall be determined based on the employee's straight-time wage rate plus any applicable night shift premium as of the date vacation is taken; provided, however, that for any lump sum vacation payment for vacation not taken (i.e. pursuant to Article 12.12, 12.13, 12.15 or Appendix 6) night shift premium used in determining the lump sum payment will be the average night shift premium paid during the accrual period.
- 12.12 Subject to Article 12.8 of this Agreement, any accrued and unused vacation will be paid out to the employee on the pay date for the first full week worked in January of the following year.

Termination of Employment

- 12.13 If, as of termination of employment for any reason, an employee's accrued vacation through the date of termination exceeds vacation taken as of such date, the Company shall pay the employee the amount of the difference as part of the final pay made to employee.
- 12.14 If, as of termination of employment for any reason, an employee's accrued vacation through the date of termination is less than vacation taken as of such date, the Company shall offset the amount of the difference against

any amounts otherwise owed to the employee. Any amount still owed after such offset shall be recovered from the employee.

- 12.15 Notwithstanding anything to the contrary contained in this Article 12, when **an** employee retires in accordance with the terms of the Company's pension plan (except for a retirement pursuant to Section 2(a)(4)) and the employee has accrued at least half the year's vacation during the year of retirement, then (i) the employee will be deemed to have accrued the full retirements year's vacation regardless of actual days worked during the year, and (ii) to the extent the employee has not taken all such vacation, the Company shall pay the employee the amount of the difference **as** part of the final pay made to employee.

Miscellaneous

- 12.16 Notwithstanding anything to the contrary contained in this Article 12, no employee shall receive less vacation time or vacation pay than that to which such employee would be entitled under applicable law.

ARTICLE 13 - LEAVES OF ABSENCE

Informal Leave

- 13.1 **A** seniority employee, upon prior application to the employee's supervisor, may be granted an informal unpaid leave of absence for a period not to exceed five work days. **An** informal leave of absence may not be renewed.

Formal Leave

- 13.2 **An** employee requesting a leave of absence (including for family responsibility leave) exceeding five work days will make prior application in writing to the Human Resources Department. Such leave of absence may be granted to an employee for a period not to exceed 90 days. Such leave of absence may be extended at the option of the Company for a period not to exceed an additional 90 days, provided the employee makes application for such extension in writing to the Human Resources Department prior to the expiration of the initial leave period.

Union Leave

- 13.3 Any employee elected **to** a permanent office in, or as a delegate to, any labour activity necessitating a leave of absence, will, subject to operational and business needs, be granted such leave for a minimum of the first half or the second half of the employee's shift. Written notice for such leaves, giving the length of leave, will be given to The Company **as** far in advance **as** possible but in no event later than one week prior to the day such leave is to become effective. If five or more people request such leave for the same day(s), each employee must request such leave in writing at least two weeks prior to such leave. At the conclusion of the leave the employee will be reinstated, in line with the employee's seniority, to the employee's own or similar work.
- 13.4 Leaves of absence may **be** granted to employees for other Union activities. Such leaves will be granted only when requests are made in writing to the Human Resources Department by the President of the National Union CAW.
- 13.5 An educational leave of absence for participation in the Union's Leadership Training Program will be granted by

the Company in accordance with the provisions of this Agreement to seniority employees designated by the President National Union CAW on four weeks' advance written notice to the Director of Human Resources for the Company specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plant.

Sick Leave

- 13.6 Any employee who is known to be ill, supported by satisfactory evidence, will be granted sick leave. Except as otherwise provided in Article 5.9, seniority of such employees will accumulate during sick leave and will be broken, figured from the date the sick leave started, on the same basis as provided in Article 5.9 for laid off employees breaking seniority. Not later than 10 days prior to such loss of seniority, the Company will send a letter to the employee's last known address as shown on the Company records reminding the employee of the fact that the employee's seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Plant Chair. However, failure through oversight to send the letter to the employee or furnish a copy to the Plant Chair will not be the basis for any claim.
- 13.7 In occupational injury and illness cases, compensable under the *Workplace Safety and Insurance Act*, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary disability. For the purpose of seniority only, the date that the employee's period of legal temporary disability ceases will be the date used to calculate the commencement of the period of continuing disability under Article 13.6 instead of the date the employee's sick leave started.
- 13.8 Seniority employees will accumulate seniority during periods of leave of absence subject to the provisions of Article 5.9. Such employees will, on their return at the expiration of any leave of absence granted to them, be reinstated to the job classification held immediately prior to their leave or to another position involving similar work; in either case, in line with their seniority and subject to being capable of performing the requirements of the job upon their return to work.

Jury Duty

- 13.9 An employee with seniority who is summoned and reports for jury duty (including Coroner's juries) as prescribed by applicable law, will be paid by the Company an amount equal to the difference between the amount of wages (including night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Company.
- 13.10 In order to receive payment, an employee summoned for jury duty must give the Company prior notice of such and must furnish satisfactory evidence that such employee reported for or performed jury duty on the days for which such payment is claimed. The provisions of this Article 13 are not applicable to an employee who, without being summoned, volunteers for jury duty.
- 13.11 Where a second or third shift employee wishes to be excused for the shift prior to rather than the shift after jury service, the employee **must** get approval from his supervisor as well as in advance as possible. It is understood that this will not result in any increase in the total time away from the job or the total amount of jury duty pay otherwise available to such employee.

Bereavement Leave

- 13.12 When death occurs in a seniority employee's immediate family, as defined below, the employee, on request, will be excused up to the number of normally scheduled working days as indicated in the chart below, (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays) within the 10 calendar day period immediately following the date of death or such other period as agreed to by the Company. In order to be eligible for Bereavement **Leave** the employee must provide the Company with satisfactory proof of (i) the immediate family members death; and (ii) where requested, the

deceased's relationship to the employee as an immediate family member.

- 13.13 The immediate family and the associated number of excused normally scheduled working days are defined as:

Employee's Immediate Family Member	Number of Excused Normally Scheduled Working Days
Spouse Common Law Spouse Parent Child Brother Sister	Four days
Step Parent Grandparent Step Child Grandchild Step Brother Half Brother Step Sister Half Sister Current Spouse's Parent Current Spouse's Step Parent Current Spouse's Grandparent Son's Current Spouse Daughter's Current spouse	Three days

- 13.14 An employee excused from work for bereavement leave will, after making written application, receive the amount of wages including night shift premium if applicable, the employee would have earned by working during straight-time hours **on** such scheduled days of work for which such employee is excused (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).
- 13.15 In the case of an employee who is granted a leave of absence due to an immediate family member's illness, as defined above, and such family member dies within the

first 14 calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

- 13.16 Where multiple deaths occur on the same day in a seniority employee's immediate family, as defined in Article 13.13, the employee, upon request, will be excused for any of the first six normally scheduled working days (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and holidays) within the 10 calendar day period immediately following the date of deaths or such other period as agreed to by the Company provided the absence is related to the family member's death and appropriate documentation regarding the death is submitted to the Company.

Pregnancy, Parental and Adoption Leave

- 13.17 An employee will be eligible for pregnancy and/or adoption/parental leave in accordance with the provisions of the *Employment Standards Act, 2000*.
- 13.18 Employees may be eligible for a "top up" during their pregnancy and/or adoption/parental leave in accordance with the Company's Supplemental Unemployment Benefits Plan.

Military Reserve Training Leave

- 13.19 The Company may grant employees in the Canadian Military Reserve a leave of absence in order to attend training required for such employee to maintain their standing in the reserves. Upon making application for such a leave, employees will be required to provide documentation satisfactory to the Company concerning the nature and duration of such reserve training.

Skilled Trades – Relief Program Efforts

- 13.20 Applications for leaves of absence by Skilled Trades employees to participate in International or Canadian relief programs/agencies will be considered under the provisions of Article 13.2.

Miscellaneous

- 13.21 An employee on disciplinary suspension will not suffer a loss of holiday pay as part of the disciplinary penalty assessed. The holiday will not be counted towards satisfaction of the number of days in the disciplinary suspension.**

ARTICLE 14 - JOB POSTINGS AND TRANSFERS

Job Posting

- 14.1 If it becomes necessary to permanently fill a vacancy not otherwise filled pursuant to Article 18.5 or 18.6, the Company will post a job opportunity notice that will specify the job classification, minimum job qualifications and deadline for application submission. The posting period will include a Wednesday through Tuesday period unless the Union is notified otherwise.
- 14.2 To apply for a job opportunity, an employee must submit an application on the Company provided form (completely filled out, signed and dated) to the Human Resources Department by the application deadline date specified in the job posting notice. The application should state all relevant qualifications, experience and training and be accompanied by appropriate supporting documents. In evaluating applications in accordance with this provision, only information provided in the relevant application will **be** considered.
- 14.3 The job will **be** awarded to the most senior employee who made application in accordance with Article 14.2 and who satisfies all minimum qualifications; provided that with regards to the WTAZ job classification the minimum qualifications will **be** based on capability to perform the functions of the job classification. Satisfaction of minimum qualifications will **be** assessed based on the information provided in the application and reasonably evidenced. Minimum qualifications may also include testing or licensing requirements. Jobs awarded in accordance with this provision may not **be** refused.
- 14.4 If no employees with proper applications satisfy the minimum qualifications, the job may be filled either (i) by transfer without regard to seniority, or (ii) by new hire.
- 14.5 The Company will post, and provide the Plant Chair with, notice of any job filled pursuant to Articles 14.1 through 14.4. The notice will specify the job classification and the name of the person filling the job.
- 14.6 When requested by either party, the Director of Human Resources and the Plant Chair will meet to discuss the

relevance and effectiveness of the minimum qualifications utilized for job postings.

Movement Limitations

- 14.7 Successful applicants under Articles 14.1 through 14.4 and new hires will be ineligible to apply for a job posting during the 12-month period immediately following placement in the job, unless otherwise agreed by the Company and the Union.
- 14.8 Newly-hired employees will be ineligible to apply for a job posting outside the job classification they are hired into for the period beginning on the expiration of the 12-month period provided in Article 14.7 and ending on the date the employee is first paid full rate, unless otherwise agreed by the Company and the Union.

Secondary Opening

- 14.9 Any job opening resulting from a placement under Article 18.5, the job posting process, transfer or accommodation may be filled either (i) through posting or transfer, in either case without regard to seniority, or (ii) by new hire.

Temporary Transfer

- 14.10 The Company may temporarily transfer an employee to another department for a period of up to 60 days without regard to seniority. During the transfer period, the employee will (i) remain a part of the overtime equalization group from which the employee transferred for purposes of offering overtime opportunities and overtime equalization, and (ii) accumulate seniority within the job classification from which the employee transferred ("Regular Job Classification"). Transfer outside of an employee's Regular Job Classification will only be after notification to, and agreement with, the Union. Such agreement will not be unreasonably withheld.
- 14.11 Where practical, an employee would perform in the Regular Job Classification a minimum of four hours during an eight-hour shift, the balance of time to be assigned to other job classifications of work as required.
- 14.12 As a matter of sound business, it may be necessary to work the employee less than four hours in the Regular Job

Classification and the balance of eight hours in another job classification. If issues arise in relation to this paragraph, the Company and the Union will meet to discuss the issues.

14.13 Base hourly wage rate for an employee temporarily transferred pursuant to Articles 14.10 - 14.12 will be determined as follows:

- (a) If transferred to a lower-rated job classification when work is available in the Regular Job Classification, the base hourly wage rate for the transfer period will be the base hourly wage rate for the Regular Job Classification,
- (b) If transferred to a lower-rated job classification when work is not available in the Regular Job Classification, the base hourly wage rate for the transfer period will be (i) the base hourly wage rate for the Regular Job Classification if at least one hour is worked in the Regular Job Classification, and (ii) otherwise, the base hourly wage rate for the job classification to which the employee transferred ("Transfer Job Classification").
- (c) If transferred to a higher-rate job classification, the base hourly wage rate for the full shift will be (i) the base hourly wage rate for the Transfer Job Classification, if at least one hour is worked in the Transfer Job Classification, and (ii) otherwise, the base hourly wage rate for the Regular Job Classification.

Accommodation of Employees

14.14 Any employee who has been incapacitated at work by injury or compensable occupational disease, while employed by the Company, will be placed in a job operating in the plant that the employee can do without regard to any seniority provisions of this Agreement, except that such employee may not displace out of the department an employee with longer seniority.

14.15 In the event of an employee suffering a major physical disability other than covered in Article 14.14, exceptions may be made to the provisions of this Article 14 in favour

of such employee by written agreement between the Company and the Plant Chair.

- 14.16 Employees who are disabled and are placed, in accordance with Articles 14.14 and 14.15 on a job consistent with the requirements of their disabilities, will be allowed to transfer to a job consistent with the requirements of that person's disabilities in accordance with this Article 14.
- 14.17 Any employee placed on a job in accordance with Article 14.14 – 14.16 may be examined from time to time by the Plant Medical Department to review the necessity of continuing accommodation.
- 14.18 An employee who no longer requires a placement under Articles 14.14 – 14.16 will be returned to the job classification held immediately prior to accommodation, consistent with that employee's seniority.
- 14.19 For the accommodation period, the employee may be offered overtime opportunities for which the employee is able to do the work, provided that the work involved is consistent with the employee's disability restrictions. Such employee will not equalize as part of an overtime equalization group and will maintain their relative overtime equalization status in the job classification held immediately prior to accommodation.
- 14.20 To be eligible for accommodation in accordance with this Article 14, an employee must be capable of performing all the requirements of the job.

Miscellaneous

- 14.21 Nothing contained in this Article 14 shall be deemed to require the Company to (i) fill any particular vacancy, or (ii) place any employee on a job unless the employee is capable of performing the requirements of the job.
- 14.22 Notwithstanding anything to the contrary contained in this Article 14 or otherwise, the provisions of this Agreement relating to postings and transfers will not apply in the event of a major plant rearrangement, significant addition or modification of product that would create a new department or other events involving a substantial increase in employment.

ARTICLE 15 - SKILLED TRADES

Skilled Trades Entry Date

- 15.1** Each seniority skilled trades employee will have a skilled trades entry date based on the date such employee first starts working within a skilled trades job classification.

Journeyman/Journeywomen

- 15.2** Upon becoming classified as a journeyman/journeywoman, an employee will receive the maximum rate for the job classification to which the employee is assigned.
- 15.3** The term "journeyman/journeywoman" when used in this Agreement will mean a person who:
- (a) has satisfactorily completed a bona fide apprentice training course; or
 - (b) has properly carried journeyman/journeywoman status in the trade under this and/or prior Agreements between the parties; or
 - (c) as a new hire meets one of the above alternative requirements or provides satisfactory proof of having worked in the trade at least eight years.

Tool Replacement

- 15.4** Skilled trades employees will provide their own tools of the trade.
- 15.5** Upon the recommendation of skilled trades employees' immediate supervisor, the Company will repair or replace skilled trades employees' personal tools which are broken, lost, stolen or damaged in the course of their work assignment, provided that damaged or broken tools are presented to the supervisor.
- 15.6** It is understood that these provisions will not apply if:
- (a) a guarantee or warranty covers the **loss** or repair of the tool, or
 - (b) the **loss** or damage is not reported as soon as possible.

Skilled Trades Licenses

- 15.7 The Company will pay for, upon receipt of verification of payment, the annual fee for special licenses required by the Company which are over and above the basic trade license.
- 15.8 If new legislation is established that would effect Skilled Trades employees licensing, training and certification requirements, the Company and the Union will meet to discuss the effects on the Skilled Trades employees and any potential changes necessary to assist them in meeting the new legislated certification, training and licensing requirements.

Supplemental **Employees**

- 15.9 Employees in the plant who have the ability or adaptable skills may be reclassified on a temporary basis to supplement the work force in that skilled trades job classification. Employees interested in such supplement work must make application to the Human Resources Department. All applications submitted during a calendar year will expire at the end of such calendar year.
- 15.10 Supplemental employees as described in Article 15.9 will receive a wage rate equal to 30 cents per hour less than the wage rate of the Skilled Trades job classification to which they are assigned for the period of the supplementation.
- 15.11 During the supplementing period, the employee (i) will remain a part of the overtime equalization group from which the employee transferred for purposes of offering overtime opportunities and overtime equalization, (ii) may be offered overtime within the overtime equalization group to which they are transferred, but will not be equalized as part of such overtime equalization group, and (iii) will accumulate seniority within the job classification from which the employee transferred.

Miscellaneous

- 15.12 Within a reasonable time following the date of the Agreement, the Company and the Union will discuss, evaluate and implement agreed upon changes regarding right to access rules.

ARTICLE 16 - APPRENTICES

Joint Apprentice Committee

- 16.1 There will be a Joint Apprentice Committee comprising two Union members and two management members.
- 16.2 The Joint Apprentice Committee will meet at mutually agreed upon times no less than once every other month, unless the parties agree otherwise. Union members of the Joint Apprentice Committees will be paid their regular straight-time rates for time spent in such meetings and for the necessary time to properly perform duties and functions provided for in Article 16.3, provided they would have otherwise been working on a regularly scheduled shift.
- 16.3 The duties and functions of the Joint Apprentice Committee will include the following:
- (a) Discussion of issues involving the effect of employment of apprentices on the employment of journeymen and journeywomen in the trades involved.
 - (b) Study of other matters that may involve the training of apprentices by journeymen and journeywomen in the shop.
 - (c) Investigation of the affect on apprentices of new skills needs related to when machinery, equipment or material is introduced or modified.
 - (d) Review and follow-up on progress reports and individual apprentice's records.

Apprentice Positions

- 16.4 The determination (i) to offer a new apprentice position (ii) to continue an apprentice position, or (iii) to continue the apprentice program if there are **no** apprentices, will in each case be the responsibility of the Company. The Company will consider without limitation the type of work to be performed and the operational and business needs of the Company. The Company will consult with the Joint Apprentice Committee prior to making a determination pursuant to this Article 16.4.

Apprenticeship Eligibility Requirements

- 16.5 Notwithstanding anything to the contrary contained in this Article 16, apprentice vacancies may be filled in any manner consistent that satisfies the minimum qualifications for the position, provided, however, if the employees (internal and external) with the most advanced set of relevant qualifications, skills and background have equal qualifications, skills and background, then the internal candidate with the highest seniority will be offered the position.
- 16.6 An apprentice may be granted credit in the applicable program based on previous educational and on-the-job experience. Such credit will be granted at the time the apprentice has satisfactorily demonstrated that such apprentice possesses the previous experience and is able to do the job. At the time such credit is given, the apprentice's wage rate will be correspondingly adjusted within the apprentice rate schedule based on the amount of credit granted. Any contemplated credit will be discussed with the Joint Apprentice Committee.

Term of Apprenticeship

- 16.7 The term of apprenticeship will be in accordance with established provincial requirements. This term will be normally four years in length, but shall be based on the number of hours actually worked.
- 16.8 Each apprentice (or if a minor, the parent or guardian) will be required to sign the Company's Apprentice Training Agreement.

Required Training

- 16.9 The training requirements will consist of a shop training component and a classroom training component.
- 16.10 Each apprentice will keep an accurate record of all shop and classroom training hours. These hours will be recorded on appropriate forms. Where the basic work processes are subdivided on the uniform shop training schedules, a more detailed breakdown of hours conforming to such sub-divisions, which do not change the uniform shop training schedules, may be developed.

Shop Training

- 16.11 The shop training component require.; each apprentice to complete a total of 7328 hours of shoptime or such other time as may be required by established provincial requirements, divided into eight periods of 916 hours each.
- 16.12 The straight-time hourly wage rates (exclusive of COLA and shift premium) for apprentices will be the rates set forth in the following Apprentice Rate Schedule.

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

- 16.13 Notwithstanding anything contained in this **Article 16** or otherwise. the (i) hourly base wage rate for an apprentice that promoted from a production job classification will not be **less** than the hourly base wage rate For an employee in the XTAZ (Governor & Injector Repair & Inspect) job classification (exclusive of shift premium and COLA), and (ii) in no case shall an apprentice be paid more than the hourly base wage rate associated with level 8-916 prior to completion of the apprentice program (including all training components and other requirements).

- 16.14 The Company may, but shall not be required to, offer overtime opportunities to apprentices for training purposes, provided that the apprentice works with a journeyman or journeywoman. Apprentices will not equalize as part of an overtime equalization group and there will be no obligation to offer overtime to an apprentice. Apprentices required to work overtime shall receive credit on the term of apprenticeship for only the actual hours of work.

Classroom Training

- 16.15 The classroom training component requires each apprentice to complete a program of related and supplemental classroom instruction of at least 672 hours over a four-year period. The Joint Apprentice Committee may recommend increasing related training for specific classifications.
- 16.16 Specifics of the courses of study satisfying the classroom training requirement will be determined by the Company after discussion with the Joint Apprentice Committee.
- 16.17 Time spent in classroom training will not count towards satisfaction of the shop training requirement, provided, however, that (i) cost for registration, tuition, textbook and manuals required for the classroom training will be paid or reimbursed by the Company, and (ii) time spent in such classroom training will be paid at the apprentice's straight-time hourly rate.

Seniority of Apprentices

- 16.18 Each apprentice will have a skilled trades entry date based on the date such employee first starts working as an apprentice within a skilled trades job classification. A production employee who becomes an apprentice will continue to accumulate seniority in the production job classification held immediately prior to becoming an apprentice.
- 16.19 An apprentice upon graduation will be given journeyman/journeywoman seniority equal to the calendar days spent in the apprentice program, but not to exceed a period of **four** years or such other time period consistent with established provincial requirements, except in the case of an apprentice who is incapacitated at work by

injury or compensable occupational disease. Such incapacitated apprentice will, upon graduation, be given the same journeyman /journeywoman seniority date as the apprentice would have received had such apprentice not been so incapacitated.

Miscellaneous

- 16.20 Each apprentice classification in the apprentice program will be a separate job classification.
- 16.21 An apprentice will be furnished a new tool box and appropriate tools for their trade. Such **tools** will become the property of the apprentice upon graduation.
- 16.22 Following completion **of** the apprentice program, the apprentice will be provided a certificate **of** completion.
- 16.23 After review of the recommendation of the Joint Apprentice Committee, if any, it will be the Company's responsibility to remove any apprentice from the apprentice program upon determination that the employee is not able to, or will not be able to, appropriately satisfy the program's requirements. **A** removed apprentice who does not have any seniority within a production job classification will be offered a position within the WTAZ job classification if a vacancy exists. **A** removed apprentice **who** has seniority in a production job classification will be offered a position within the WTAZ job classification.
- 16.24 If an apprentice has failed to complete the apprentice program by the fifth anniversary of the apprentice's date of entry into the program, the apprentice will be removed from the program and separated from employment with the Company. In the case of extenuating circumstances, an extension of time may be granted by *the* Company.

ARTICLE 17 - GRIEVANCE PROCEDURE

Definition of Grievance

- 17.1 For the purposes of this Agreement, a Grievance shall be defined its any alleged violation of the Agreement.
- 17.2 Grievances by employees are to be resolved or adjusted as quickly as possible and within the timelines and Steps mandated in this Article 17.

Grievance Procedure

17.3 Step 1:

- (a) If an employee has a complaint, the employee must first raise such compliant with the employee's supervisor. When a Representative is requested, the supervisor will, without undue delay, notify a Representative of such request. If a Representative is unavailable, the employee, at the employee's option, may proceed or may address the issue as ~~soon~~ as Representative becomes available.
- (b) If the employee and/or Representative and the supervisor are unable to resolve the complaint, the Representative may, within five working days after the issue of the Grievance has become known or should have been known to the employee, submit a Grievance in writing on a form provided by the Company to the designated Human Resources Grievance Assistant. The Grievance will be answered within two working days of the date submitted. Any resolution reached at this Step 1 shall be on a without prejudice and precedent basis.

- 17.4 **Step 2:** If the Grievance is not resolved in Step 1, the Representative may, within five working days from the immediate supervisor's answer to the Grievance, submit the Grievance to the next step in writing ~~on~~ the form provided by the Company to the designated Human Resources Grievance Assistant. A meeting will be held with the area manager and the Representative within five working days of receipt of the written Grievance. The Company will answer the Step 2 Grievance in writing

within five working days of the meeting. Any resolution reached at this Step 2 shall be on a without prejudice and precedent basis.

- 17.5 **Step 3:** If the Grievance is not resolved in Step 2, the Representative may, within five working days from the area manager's answer to the Grievance, submit the Grievance to the next step in writing on the form provided by the Company to the designated Human Resources Grievance Assistant. A meeting will be held with the Labour Relations Manager and the Plant Chair within five working days of receipt of the written Grievance. The Company will answer the Step 3 Grievance in writing within five working days of the meeting. If during the meeting there is a situation where further investigation is required by either party, the time limit for the written answer will be extended by five working days.
- 17.6 **Step 4:** If the Grievance is not resolved in Step 3, the Grievance may, within five working days of receipt of the Company's Step 3 answer, be submitted to the next step in writing on the form provided by the Company to the designated Human Resources Grievance Assistant. A meeting will be held monthly with the Director of Human Resources (or designee) and a representative of the National Union (or designee) to discuss all Step 4 grievances outstanding as of the date seven calendar days immediately preceding the date of the meeting; provided, however, that such parties will meet within five working days of the advance of a Step 3 grievance to Step 4 if the Director of Human Resources notifies the National Union that a grievance involves time-sensitive liability. The answer of the Director of Human Resources (or designee) will be given in writing within five working days following the meeting. If during the meeting there is a situation where further investigation is required by either party, the time limit for the written answer will be extended by five working days. Reasonable subsequent extensions may be agreed by the parties.

Accelerated Grievances

- 17.7 The Plant Chair may file a policy grievance at Step 3. A policy grievance is defined and limited to one that alleges an actual violation of a specified provision of this Agreement and that could not otherwise be resolved at lower steps because of the nature or scope of the subject

matter of the grievance, provided that any grievance that may be filed **as** a individual grievance will not be filed **as** a policy grievance. To be timely tiled, such grievance **must** be filed within three working days of the date of the occurrence of the event giving rise to the policy issue **or** within three working days **of** when a Representative knew or should have known of the event giving rise to the policy issue.

- 17.8 Grievances involving (i) a suspension totalling the balance of the shift plus five days or more, (ii) a discharge of any bargaining unit employee or (iii) a refusal of the Company to return an employee to work **must** be filed **at** Step 3. To be timely filed, such grievance must be filed within three working days of the date the employee was discharged or refused return to work, **as** the case may be.

Independent Medical Examination

- 17.9 In the case of any grievance involving an employee's medical condition or restrictions, the parties may refer the employee in order to have **an** independent medical examination and opinion be obtained. The cost of the independent medical examination and opinion will be borne equally by the Union and the Company.

Time Limits and Resolution

- 17.10 The parties will notify the Human Resources Grievance Assistant of any extension, as permitted at Steps 3 and 4.
- 17.11 Grievances not settled by the parties, withdrawn without precedent or appealed from the disposition of the Company's representatives, in each case, **at** any of the Steps of the Grievance Procedure within the times and in the manner specified will be fully and finally resolved on the basis of the disposition last made and will not be eligible for further appeal or Arbitration.
- 17.12 If Grievances are not submitted in a form provided by the Company or Grievances do not provide the information required by the form, such Grievances will be regarded **as** not being timely or properly filed.
- 17.13 Any Grievance involving the interpretation or application of this Agreement which has been disposed under this

Grievance Procedure will be fully and finally resolved and will not be made subject of another Grievance.

Arbitration Procedure

- 17.14 The Union may **appeal** Grievances that are not resolved in Step 4 to Arbitration. The Union must provide the Company with its written appeal to Arbitration within 10 working days after the Company's Step 4 answer. If a timely appeal is not submitted, the Grievance will be closed, the Union shall have no other recourse, and the Company's answer at Step 4 shall remain in effect and in full force.
- 17.15 The Arbitrator shall be selected within 21 working days from the Company's receipt of the appeal. The Arbitrator will be selected by mutual agreement between the Company and the Union. If such an agreement is not reached, the Union must then request that the Ministry of Labour appoint an Arbitrator.
- 17.16 The Arbitrator shall meet and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the Arbitrator shall be final, conclusive, and binding, provided the Arbitrator shall not have the authority to change, alter, or modify any of the provisions of this Agreement nor to substitute any new provisions, nor give any decision inconsistent with the intent or provisions of this Agreement.
- 17.17 The expenses and fees of the Arbitrator shall be borne equally by the parties. Arbitrations will be held at a mutually convenient location.

ARTICLE 18 - LAYOFF AND RECALL

Temporary Layoff

- 18.1 In the case of a layoff due to power failure, inventory or material shortages, equipment difficulties, absenteeism, plant rearrangement, fire, storm, flood, acts of God, labour disputes or other temporary circumstances, the Company will discuss the layoff with the Plant Chair. In the event of such a layoff, for a period not to exceed 30 days, the employees within a department may be reduced without bumping rights. In certain circumstances, the Company will consider laying off based on inverse seniority provided there are no adverse financial or operational impacts. Employees temporarily working within the jurisdiction of a supervisor other than their regular supervisor will, in the event of a shutdown of part or all of their regular department or the department to which they were loaned, be returned to their "home" department for handling.

Permanent Layoff Within Production Job Classifications

- 18.2 If a layoff is implemented within production job classifications, the following steps will be taken to ensure the maximum job protection to employees with seniority:
- (a) Looking at the affected department, the lowest seniority employees in the particular job classification involved will be removed from the job classification within that department; providing that any employee necessary for continued operations may be retained regardless of seniority for so long as required, but in no case exceeding 30 days and only with prior notice and discussion with the Plant Chair.
 - (b) Removed employees will, seniority permitting, then bump the lowest seniority employees looking, plant wide across all shifts, as follows:
 - (i) If the employee holds only one job classification at the time of layoff,
 - (A) Looking first at the employee's job classification at the time of layoff, and

(B) If not placed under (A) above, looking at the Clearance Job Classifications (defined pursuant to Article 18.2(c) below). (This provision (B) **does** not apply if the employee's job classification at the time of layoff is a Clearance Job classification.)

(ii) If the employee holds more than one job classification at the time of layoff,

(A) Looking first at the employee's job classification at the time of layoff, and

(B) If not placed under (A) above, looking at the most recent, previously-held job classification, and

(C) If not placed under (U) above,

- looking at the Clearance Job Classifications (this provision (C) does not apply if the employee's job classification at the time of layoff is a Clearance Job Classification), or

- if the job classification looked at under (B) above was the WTAZ job classification, looking at the second **most** recent, previously-held job classification.

In the case of multiple reductions occurring at the **same** time, reduction removals will be in reverse seniority order (lowest seniority employee removed first). The working assignments of the employees remaining in the job classification will be rearranged for the efficient operation of the jobs that are still operating.

(c) Clearance Job Classifications means the pool of job classifications composed of the WTAZ, WZAZ, XEAZ and XZAZ job classifications.

(d) Bumped employees will have bumping rights pursuant to this Article 18.2.

- (e) Employees not placed pursuant to this Article 18.2 will be laid **off**.

Permanent Layoff Within Skilled Trades

18.3 If a layoff is implemented within skilled trades job classifications, the following steps will be taken to ensure the maximum job protection to employees with seniority:

- (a) Any supplemental employees will be removed from the affected job classification prior to the reduction of any apprentice, journeyman or journeywoman. Removed supplemental employees will have bumping rights, in accordance with the flow set forth in Article 18.2, based on the job classification held immediately prior to transfer to supplemental work.
- (b) To the extent further reductions are required after implementation of the provisions of Article 18.3(a), all apprentices will be removed from the affected job classification prior to the reduction of any journeyman or journeywoman. Any removed apprentice, who was in a production job classification immediately prior to becoming an apprentice, will have bumping rights in accordance with Article 18.2 (i) as if such prior, production job classification was the employee's job classification at the time of layoff, and (ii) with seniority calculated to include time in the apprentice program.
- (c) To the extent further reductions are required after implementation of the provisions of Article 18.3(b), the employees within such job classification will be reduced in reverse order based on skilled trades entry date.

Return and Recall Rights

18.4 When it becomes necessary to permanently fill a vacancy and there is an employee with a relevant return application or an employee with recall rights is on layoff, the vacancy will be filled in accordance with the provisions of Article 18.5-18.6.

18.5 The job will be filled by an employee, if any, satisfying the following criteria:

- (a) The employee has at least one year of seniority and has been reduced from one job classification to another job classification,
- (b) Within 90 calendar days following such reduction, the employee makes written application to the Human Resources Department requesting a return to the employee's original job classification, and
- (c) The vacancy (within the original job classification) became available within the 12-month period immediately following the date of initial reduction,

If a vacancy does not occur within the 12-month period immediately following the date of the initial reduction of the employee, any outstanding application shall be automatically cancelled.

18.6 If the vacancy is not filled pursuant to Article 18.5, the job will be offered to the most senior employee previously laid off with recall rights, if any; provided that:

- (a) Skilled Trades employees who are laid off will be recalled to the job classification held at the time of layoff; and
- (b) Apprentices who are laid off will be recalled and have return rights in accordance with the following:
 - (i) After all journeymen/journeywomen have been recalled to a job classification, apprentices in that job classification at the time of layoff will be recalled based on time in the apprentice program; and
 - (ii) If recall to the apprentice position is not yet available, the apprentice will be recalled to a production job classification to which the apprentice, at the time of layoff, had a bumping right pursuant to Article 18.2 (based on seniority calculated to include time in the apprentice program); and

- (iii) If recalled and returned pursuant to paragraph (ii) above, the apprentice will remain subject to recall in accordance with paragraph (i) above.
- (c) Production employees who are laid off will be recalled to a job classification to which the employee, at the time of layoff, had a bumping right pursuant to Article 18.2; and
- (d) When the Company sends a notice of recall to an employee, it will send such notice, in line with the employee's seniority rights under the terms of this Agreement, by registered mail or other agreed upon method, addressed to the last address that such employee has recorded with the Company.

Miscellaneous

- 18.7 Within any affected job classification, all probationary employees will be laid off prior to the reduction of any seniority employee.
- 18.8 Notwithstanding anything to the contrary contained in this Article 18, an employee may not flow, whether in the case of reduction, layoff, recall or otherwise, (i) to a job unless the employee is capable of performing the requirements of the job, or (ii) to a job classification from which the employee has been removed.
- 18.9 Notwithstanding anything to the contrary contained in this Agreement, the Company will have 10 work days to comply with the provisions of this Article 18, provided, however, that no liability shall attach for nonconformance during the 60-day period immediately following reduction or layoff, as the case may be.
- 18.10 During an inventory-related plant shutdown, the provision of this Article 18 will not apply. Employees in the ZAAZ (Material Control Utility), YAAZ (Inspection A), YBAZ (Inspection - Electrical), YCAZ (Inspection Welding - All Products), YLAZ (Inspection Process Layout), YMAZ (Inspector - Machining Spec.), YOAZ (Quality Audit) and YRAZ (Crib Attendant) job classifications, as required and without regard to seniority, will take inventory. If additional employees are needed to assist with the taking of inventory, a sign-up process will be run

and employees will be selected based on seniority provided that such employees are capable of performing the requirements of the job.

- 18.11 In the event of permanent layoffs occurring as a result of a plant closure, the Company will comply with applicable legislation and regulatory requirements, if any, to provide information and assistance (as available and appropriate) that may include holding an informational session for the affected employees.

ARTICLE 9- DISCIPLINARY ACTION AND DISCHARGES

General

- 19.1 The Company will not exercise its right to discipline, by reprimand, suspension or discharge, any seniority employee except for just cause. This Article 19 as set forth below applies to all non-probationary employees.

- 19.2 When a written reprimand, suspension or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow the employee to answer to charges involved in the situation for which such discipline is being considered before the employee is required to leave the plant. Any employee who is removed from work to the supervisor's desk; or to an office; or called to an office, for an interview concerning discipline set forth in this Article 19.2 will be advised that the employee may, if desired, request the presence of a Representative to represent the employee during such interview. If requested, the supervisor will send for a Representative without undue delay and without further discussion of the matter.

ARTICLE 20 - GENERAL PROVISIONS

Travel Pay

- 20.1 Travel pay shall only be paid for required travel outside of regular working hours.
- 20.2 If an employee is required to travel by the Company, the employee will be paid in accordance with the following:

Total Distance Required to be Traveled (measured by distance between the location and plant)	Hours (Paid at Straight-Time Rate)
Greater than 100 km and less than or equal 300 km	4 hours
More than 300 km	8 hours

Such employee will also be reimbursed mileage and daily expenses not to exceed (i) the CRA amounts for mileage and daily expense per diem for food, and (ii) actual lodging expense at a Company-approved hotel.

- 20.3 Travel time from home to work location will not be considered hours worked.
- 20.4 Time spent by an employee travelling on Company business outside normal working hours is not considered as hours worked under the following conditions:
- The employee travels by public transportation or as a passenger in a car on other than a one day assignment.
 - The employee requests and receives permission to drive a car in lieu of using public transportation. Time spent by the employee driving which exceeds the hours the employee would have travelled and been paid for on public transportation will not be considered as hours worked, even though the employee may spend a greater number of hours driving.
- 20.5 During normal working hours, time spent away from home while not actually travelling on Company business or actually working is not to be considered as hours worked if the employee is completely relieved from

performing work for a definite specified time even though such non-working hours occur during normal work hours on any calendar day of the week.

Bulletin Boards

- 20.6 At the request of the Union, notices may be posted by the Union on bulletin boards located in the plant that have the approval of the Company. The subject matter of all such notices shall concern:
- (a) Notices of Union recreational and social affairs.
 - (b) Notices of Union elections.
 - (c) Notices of Union appointments and results of Union elections.
 - (d) Notices of Union meetings.
 - (e) Other notices concerning bona fide Union activity such as: Cooperatives; Credit Unions; and Unemployment compensation information.

Production Maintenance Partnership

- 20.7 Within a reasonable time following the date of the Agreement, the Company and the Union will discuss, evaluate and implement agreed upon changes regarding topping up water coolers and replacing weld whips.

Re-Work and Warranty

- 20.8 There shall be no restrictions on the ability of contractors or suppliers to exclusively perform any "rework" at the Company's premises, provided that the period for rework of an item shall not exceed three days time without consent of the Plant Chair. Such consent shall not be unreasonably withheld. For purposes of this Article 20.8, "rework" shall mean the work, repair and/or maintenance required on any work that, upon arrival at the Company's premises, is defective, broken, damaged, out of order and/or generally in need of repair or maintenance. The three-day limitation will not be in effect for up to six weeks following the introduction of any new part.
- 20.9 Notwithstanding any other provision of this Agreement, the Company shall have the right to have work performed

on any of its machinery, equipment or other assets (owned or leased) covered by warranty in accordance with the terms of a warranty agreement; provided that (i) for training purposes, each person performing warranty work within the plant on behalf of a third party will be accompanied by a Skilled Trades employee, if available, and (ii) such training will not require bringing employees in on overtime or from another shift.

Independent Medical Examination

- 20.10 If a dispute arises regarding an employee's medical condition or restrictions that is not otherwise being addressed through the grievance procedure, the Company may, on reasonable grounds, require an independent medical examination and opinion be obtained.

Quality of Work-Life Experience

- 20.11 The Company and the Union are jointly committed to continuing to improve the quality of the work-life experience for all employees.

Substance Abuse

- 20.12 Alcoholism and drug dependency is recognized by medical, public health authorities, the Company and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism, tardiness and violation of Shop Rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on plant efficiency and endangers the job security of employees. The Company expresses its commitment to constructively addressing any problems of substance abuse among employees.
- 20.13 One employee will be designated as a Substance Abuse Counsellor and will be permitted, with prior approval from the employee's supervisor, to meet during 20 straight-time working hours per week with employees regarding substance abuse issues.

Recognition of Issue of Violence Against Women

- 20.14 The parties agree that when there is adequate verification from a recognized medical professional, a woman who is in an abusive or violent personal situation will not be subject to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident(s) otherwise supportive of discipline. This Article 20.14 will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.
- 20.15 In each year on December 6th, at 11:00 am, a moment of silence will be observed at the plant in recognition of the memory of women who had died due to acts of violence. Should December 6th fall on a non-production day, the moment of silence will be observed on a day mutually agreed upon by the Union and the Company or when the Company determines the observance will have the least impact on plant operations. Flags will be flown at half staff to mark this occasion.
- 20.16 One female employee will be designated as the Women's Issues Advocate and will be permitted, with prior approval from the employee's supervisor, to meet during 8 straight-time working hours per week with employees regarding women's issues including any work-place harassment concerns.

Recognition of Workplace Accidents

- 20.17 In each year on April 28th, at 11:00 am, a moment of silence will be observed at the plant in recognition of the memory of persons who have died in industrial accidents. Should April 28th fall on a non-production day, the moment of silence will be observed on a day mutually agreed upon by the Union and the Company or when the Company determines the observance will have the least impact on plant operations. Flags will be flown at half staff to mark this occasion.

Joint People Movement Committee

- 20.18 The Company and the Union will have a Joint People Movement Committee. The committee will meet weekly,

unless otherwise agreed, and its responsibilities will include:

- (a) Providing administration assistance related to the transferring of employees;
- (b) Ensuring fair and consistent application of people movement provisions; and
- (c) Planning for anticipated fluctuations in workforce requirements.

It is the intent of the parties to foster a relationship that fairly balances the desires of employees and the requirement to satisfy operational and business needs.

Joint Commitments

20.19 Recognizing the value of making joint commitments and efforts in many areas, the Company and the Union will jointly develop and participate in activities including:

- (a) Health and Safety Committee
- (b) Job Placement Committee
- (c) Wellness Committee
- (d) Social Committee
- (e) Environmental Committee
- (f) Joint Training Committee

Supervisors Performing Bargaining Unit Work

20.20 Supervisory employees shall not be permitted to perform work on any hourly-rated job except in cases of: (i) emergencies arising out of unforeseen circumstances that call for immediate action; (ii) instruction or training, including demonstrating the proper method to accomplish **the** task assigned; and (iii) supervisor orientation or familiarization.

General Motors' Responsibility for Coverage for Certain Retirees

20.21 The parties agree that General Motors is responsible for Group Life Insurance and Health Care coverage upon retirement for any employee who was eligible to retire as of the closing date of the sale of the Company by General Motors, or becomes retirement eligible under the provisions of Article I of General Motors Hourly Pension Plan (excluding Article **2(a)(4)**) and is in receipt of a pension benefit from General Motors, to the extent other General Motors' pensioners receive coverage, up to October 1, 2009 or such other later date as is agreed between the Union and General Motors.

Union Work Centre

20.22 The Company will provide an appropriate work centre for use by the Union. The location of the work centre as of the date of this Agreement will continue unless relocation is (i) agreed to by the parties, or (ii) advisable due to operational or safety concerns.

Benefit Centre

20.23 The Company will provide an appropriate area for handling of benefit issues. The location of the benefit area as of the date of this Agreement will continue unless relocation is (i) agreed to by the parties, or (ii) advisable due to operational or safety concerns.

Prior Agreements

20.24 The Company will not be obligated to provide any benefit not expressly set forth in this Agreement. The Company will not be restricted by or obligated to follow any contract, memorandum of agreement, benefit plan, letter of understanding, settlement, arbitration or grievance determination, custom or practice occurring prior to the effective date of this Agreement unless expressly set forth herein and made a part of this Agreement.

Amendment

20.25 No agreement, settlement, understanding or other action will in any way add to, dilute, diminish, modify, amend or terminate any of the express written provisions of this Agreement, or otherwise be binding on the parties, unless

the Company, the Local Union and the National Union enter into a formal, written Memorandum of Understanding signed by the Company's Director of Human Resources, the Plant Chair and the National Union Representative expressly and specifically evidencing their mutual intent to revise this Agreement.

Miscellaneous

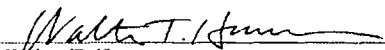
- 20.26 The Union will not during the life of this Agreement make any economic demands on the Company.
- 20.27 No provisions of this Agreement shall have any effect prior to the date hereof unless otherwise specifically stated herein.

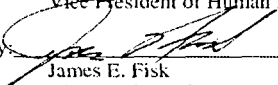
Term

- 20.28 This Agreement shall become effective at the beginning of the first pay period following receipt of notice of ratification by the Company from the Union and shall continue in full force and effect until 11:59 p.m., June 1, 2011 when it shall automatically terminate.

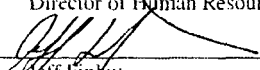
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

ON BEHALF OF ELECTRO-MOTIVE DIESEL, INC.

By: 
Walter T. Hannan
Vice President of Human Resources

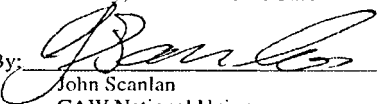
By: 
James E. Fisk
Vice President Continuous Improvement

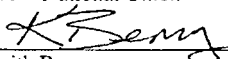
By: 
Bruno Coutelle
Director of Human Resources

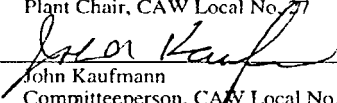
By: 
Jeff Finley
Manager of Labour Relations

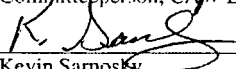
ON BEHALF OF NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA AND ITS LOCAL NO. 27

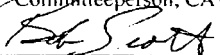
Peter Kennedy, CAW National Union

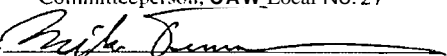
By: 
John Scanlan
CAW National Union

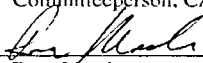
By: 
Keith Berry
Plant Chair, CAW Local No. 27

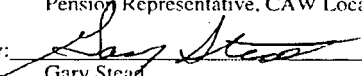
By: 
John Kaufmann
Committeeperson, CAW Local No. 27

By: 
Kevin Sarnosky
Committeeperson, CAW Local No. 27

By: 
Bob Scott
Committeeperson, CAW Local No. 27

By: 
Mike Termeer
Committeeperson, CAW Local No. 27

By: 
Russ Meade
Pension Representative, CAW Local No. 27

By: 
Gary Stead
Benefits Representative, CAW Local No. 27

**APPENDIX 1 - JOB CLASSIFICATIONS AND WAGE
RATES**

Production		
Job Classification		Rate
WFAZ	General Assembly - All Products	32.58
WZAZ	Cleaning - Production Parts	32.40
XEAZ	Machine Operator – Tool Room	32.55
XGAZ	Machinist – Production - Special	32.91
XHAZ	Burning - Hand and Machine	32.77
XIAZ	Machinist - Special Setup	34.12
XLAZ	Fabrication Machine Operator–Special	32.77
XMAZ	Painter – Locomotive	32.91
XOAZ	Welder – Locomotive	32.91
XTAZ	Governor & Injector Repair & Inspect	32.91
YAAZ	Inspection A	32.91
YBAZ	Inspection - Electrical	32.91
YCAZ	Inspection Welding – All Products	33.08
YLAZ	Inspection Process Layout	35.89
YMAZ	Inspector Machining Spec.	33.02
YQAZ	Quality Audit – All Vehicles	33.21
YQAZ	Test and Repair – Locomotive	35.71
XYAZ	Sweeper & Janitor *	31.89
XZAZ	Labourer – Truck Driver	32.55
YRAZ	Attendant – Crib	32.68
YUAZ	Crane Operator	32.91
YVAZ	Crane Operator – Mobile (Licensed)	33.18
ZAAZ	Material Control Utility	32.78
ZCAZ	Oiler	32.68
ZTXE	Oiler/Hazardous Materials **	34.16

* See note 3 on Attachment A to this Appendix 1

** See note 2 on Attachment A to this Appendix 1

Job Classification		Rate
QKAZ	Stationary Engineer – 2nd Class	38.53
QTSZ	Template Maker ***	38.86
RISZ	Plumber	38.53
RBSZ	Electrician	38.94
RGSZ	Painter	38.43
RPSZ	Industrial Truck Repair – Gas, Electrical & Diesel	38.53
RWSZ	Machine Repair Machinist	38.82
SHSZ	Tool & Die Maker	38.94
SLSZ	Welder - Tool & Die Maintenance	38.86
STSZ	Tool Machine Operator ***	38.94
SXSZ	Tool & Cutter Grinder ***	38.67

*** See note I on Attachment A to Appendix I

Attachment A to Appendix 1 – Job Classifications Agreement

The Company and the Union agree to the following changes to existing job classifications:

- 1.** No employees will be added to the STSZ (Tool Machine Operator), SXSZ (Tool & Cutter Grinder) or QTSZ (Template Maker) job classifications. As employees in such job classifications leave the code, the work performed by those employees will be amalgamated into the SHSZ (Tool & Die Maker) job classification. For each of the those job classifications, the code will close once there are no further employees in the code.
- 2.** No employees will be added to the ZTXE (Oiler/Hazardous Materials) job classification.
- 3.** No employees will be added to the XYAZ (Sweeper and Janitor) job classification. Employees in this job classification will be responsible only for the men's locker room and the production areas south of the main cross aisle.

The Company and the Union confirm their commitment to the implementation of the following, previously agreed changes to job classifications:

- 4.** The YWAZ (Truck Driver – Lift Truck – Maintenance) job classification will be amalgamated into the XZAZ (Labourer) job classification.
- 5.** Employees within the XOAZ (Welder – Locomotive) job classification will be empowered to use the 35-ton crane to perform non-critical crane lifts.

Attachment B to Appendix 1 - Cost of Living Allowance

The Company and the Union agree to the following with respect to the application of the Cost of Living Allowance ("COLA") during the term of this Agreement:

1. Through December 6, 2009, COLA will be equal to the COLA amount in place on May 31, 2008.
2. Beginning December 7, 2009 and each quarter following during the life of this Agreement (March 1, 2010, June 7, 2010, September 6, 2010, December 6, 2010 and March 7, 2011), COLA will be adjusted in accordance with this Attachment B.
3. Each quarterly COLA adjustment will be calculated using the Consumer Price Index (1986=100) for August 2009 (published in September 2009 by Statistics Canada) as the base and will be determined based on the average index for the three-month period immediately preceding the month prior to the adjustment month ("Average Index"). The Average Index will be rounded to the nearest 0.1 using the Engineering Method of Rounding described below.
4. Each quarterly COLA adjustment will be the amount equal to \$0.01 for each .058 change in the applicable Average Index.
5. Each quarterly COLA adjustment will be effective the first shift on the first work day of the first full pay period in the applicable adjustment month.
6. Notwithstanding anything to the contrary contained in this Agreement or otherwise, for the term of this Agreement, any employee hired by the Company after June 1, 2008 will be ineligible for COLA. (All other employees will be "Eligible Employees".)
7. COLA shall be paid to each Eligible Employee for each hour worked. COLA in effect at any given time will be included in computing vacation pay, holiday pay, call-in pay, bereavement pay and jury duty pay.
8. If an Eligible Employee retires under Article I of the Pension Plan (other than under 2(a)(4)), then \$1.31 of the COLA in place on the first day of the month immediately preceding the month of retirement COLA will roll into the base wage rate effective the first shift on the first work day of the first full

pay period of the month immediately preceding the month of retirement.

9. For all employees including employees hired by the Company after **June 1, 2008**, an amount equal to the COLA as of May 1, 2011 minus \$0.05 will roll into the base wage rate effective the first shift on **May 2, 2011**. After such roll in, for Eligible Employees, COLA will be \$0.05 for the remainder of the term of this Agreement.
10. After publication of the relevant Consumer Price Index, the Company will prepare and provide the Union with a notification letter setting forth the appropriate Consumer Price Index for each of the three months used to calculate the Average Index for the applicable COLA adjustment. If the Union claims that the Company's calculations in any particular instance were not made in accordance with the terms of this Attachment B, it may refer the matter to Step 3 of the Grievance Procedure set forth in this Agreement.
11. In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in paragraph 5 above, any adjustment in the COLA required by such appropriate Consumer Price Index shall be effective at the beginning of the first pay period after the appropriate Consumer Price Index has been officially published.
12. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Canadian Consumer Price Index, for any month or months on the basis of which the COLA has been determined.
13. The continuance of COLA shall be contingent upon the availability of the official monthly Consumer Price Index published by Statistics Canada in their present form and calculated on the same basis as the Consumer Price Index (1986=100) for August 2009 unless otherwise agreed upon by the parties. If such agency changes the form or basis of calculating its Consumer Price Index, and such Consumer Price Index is required to determine the COLA pursuant to the provisions of this Agreement, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and

calculated on the same basis as the Consumer Price Index (1986= 100)for August 2009.

Engineering Method of Rounding

The “Engineering Method of Rounding” means:

(A) If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.

(B) If the leftmost of the digits discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.

(C) If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

APPENDIX 2 - OVERTIME EQUALIZATION GROUPS

Production

1. Overtime equalization groups for daily and weekend overtime for production job classifications will be by classification by department by shift, with the following exceptions:
 - (a) The overtime equalization group for daily and weekend overtime for the WTAZ (General Assembly - All Products) job classification will be by classification by department by discipline (i.e. electrical, mechanical) by shift.
 - (b) The overtime equalization group for daily and weekend overtime for the ZAAZ (Material Control Utility), YAAZ (Inspection **A**), YBAZ (Inspection - Electrical), YCAZ (Inspection Welding - All Products), YLAZ (Inspection **Process** Layout), YMAZ (Inspector - Machining Spec.), YQAZ (Quality Audit - All Vehicles) job classifications will be by classification by regularly assigned department by shift.
2. Notwithstanding anything to the contrary contained in this Appendix 2, for production job classifications, employees working swing shifts will be offered overtime by shift but overtime for swing employees will be listed on one overtime equalization sheet that will include all shifts.

Skilled Trades

3. For Skilled Trades job classifications: (i) overtime equalization groups for daily overtime will be by classification by shift, and (ii) overtime equalization groups for weekend overtime will be by classification across all shifts.
4. Notwithstanding anything to the contrary contained in this Appendix 2, for Skilled Trades job classifications, employees working swing shifts will be offered overtime by shift but overtime for swing employees will be listed on one overtime equalization sheet that will include all shifts.

APPENDIX 3 - BENEFITS

1. Upon the effective date of the Collective Agreement, the following Benefit Programs and Plans will be provided by the Company:
 - (a) Health Care Insurance Program
 - (b) Group Life and Disability Insurance Program
 - (c) Child Care Coverage
 - (d) Tuition Assistance Program
 - (e) Dependent Scholarship
 - (f) Automatic Short Week Benefit Plan
 - (g) Supplemental Unemployment Benefit Plan
 - (h) Income Maintenance Benefits Plan
 - (i) Separation Payment Plan
 - (j) Voluntary Termination of Employment Plan
 - (k) Registered Retirement Savings Plan

2. The entitlement to benefits under the Programs and Plans listed in paragraph 1 above will be the same as the entitlements under the Programs and Plan as existed on May 31, 2008, except modified as follows:
 - (a) Employees will pay a 10% copayment on all covered drug expenses to an aggregate, annual out-of-pocket copayments maximum of \$250 per family for the 2009 plan year, \$270 per family for the 2010 plan year, and \$290 per family for the 2011 plan year; and
 - (b) Under Article VIII (19)(a) of the Supplemental Unemployment Benefit Plan, the "Income Security Fund Maximum Company Liability" will be established at an amount equal to (i) \$440 million, multiplied by (ii) the Prorated Employee Number (defined as follows). The Prorated Employee Number means (i) the number of CAW-

represented employees employed by the Company on April 1, 2005 (“EMC Employees”), divided by (ii) the number of CAW-represented employees employed by General Motors of Canada Limited on April 1, 2005 plus the number of EMC Employees.

3. During the term of this Agreement, the Company will create plan documents describing the entitlement to benefits for the Programs and Plans listed in paragraph 1 above (“Plan Documents”). The Company will provide the Union with a copy of the Plan Documents for review. Upon agreement with the Union, the Plan Documents created by the Company will replace the plan documents that existed on May 31, 2008.

APPENDIX 4 - SPECIAL CANADIAN CONTINGENCY FUND

With regards to the Special Canadian Contingency Fund (“SCCF”), the Company and the Union agree that the SCCF will continue during the term of this Agreement and the Company’s obligation to add to the SCCF will be computed in accordance with the following provisions.

Legal Services Plan

1. \$0.14 per hour worked for the Legal Services Plan with the Company funding the Legal Services Plan through the SCCF;
 - (a) Provided that the cents per hour worked will be reduced **to less** than \$0.14 per hour worked to the extent the costs of the Legal Services Plan remain fully covered, and
 - (b) Provided, further, that the maximum average liability will be no more than the equivalent of \$0.14 for each hour worked for the life of this Agreement.

Social Justice Fund

2. \$0.06 per hour worked for the Social Justice Fund subject to the conditions of this Paragraph 2. The purpose of the Social Justice Fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist victims of droughts, famines and other dislocations.

If the conditions of 2(a) through 2(e) are satisfied, the Company will make quarterly contributions through the SCCF to the Social Justice Fund on a schedule to be agreed between the parties. The quarterly contribution amount will equal the aggregate \$0.06 amount for the preceding 3-month period. The following conditions are applicable:

- (a) The Union operates the fund **as a** non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are **met**;
- (b) The Union operates the non-profit corporation **as a** registered charity under the Income Tax Act **of**

Canada and maintains the registration in good standing;

- (c) The Union obtains and maintains a favourable Income Tax Ruling from the Canada Revenue Agency that all contributions, which the Company makes to the non-profit corporation, are tax deductible.
- (d) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (i) Contributions to other Canadian nonpartisan charities that are registered under the Income Tax Act.
 - (ii) Contributions to nonpartisan international relief efforts that are considered reasonable and which do not hinder the non-profit corporation's ability to maintain its status as a registered charity, in good standing under the Income Tax Act.
 - (iii) Contributions to any Canadian or international nonpartisan relief efforts to which other Canadian registered charities, registered under the Income Tax Act, are also making financial contributions.
 - (iv) Contribution-, to any non-governmental and nonpartisan development group recognized by the C.I.D.A. and registered as a charity under the Income Tax Act.
- (e) The Union provides the Company with the annual audited financial statements and summaries of each year's donations made by the nonprofit corporation.

CAW Leadership Training Program

- 3.** \$0.07 per hour worked for the CAW Leadership Training Program ("PEL") subject to Paragraph 6 below and subject to the conditions of this Paragraph 3. The purpose of the PEL Fund is to support the labour education program developed by the Union for the purpose of upgrading the skills that employees utilize in all aspects of trade union functions. This

program is currently known as the CAW Leadership Training Program ("PEL Trust").

If the Company contributions to the PEL Trust continue to be tax deductible, the Company will make quarterly contributions through the SCCF to the PEL Trust on a schedule to be agreed between the parties. The quarterly contribution will equal the aggregate \$0.07 amount for the preceding 3-month period. The following other provisions are applicable:

- (a) The Union will cooperate fully in providing the Company with all PEL Trust related documents as may be required in order to maintain the tax deductibility of the contributions.
- (b) The portion of the PEL Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program.
- (c) An educational leave of absence for participation in the Union's Leadership Training Program will be granted by the Company to seniority employees designated by the President National Union CAW on four weeks' advance written notice to the Director of Human Resources for the Company specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations.
- (d) Employees granted such leaves will be excused from work without pay for up to 20 days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a 12 month period from the first day of leave during the term of this Agreement.
- (e) Annually the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the PEL Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the PEL Trust, and this Appendix 4.

Retiree Fund

4. \$0.03 per hour worked for the Retiree Fund subject to Paragraph 6 below. The purpose of the Retiree Fund is to support Union initiatives directed to retirees

Health and Safety, Environment, Leadership Training and Research Activities

5. \$0.05 per hour worked for Health and Safety, Environment, Leadership Training and Research Activities subject to Paragraph 6 below.

Suspension of Funds

6. Notwithstanding anything to the contrary contained in this Appendix 4 or otherwise, during the first and second years of this Agreement, the accrual/contributions, which would otherwise be required pursuant to Paragraphs 3, 4 and 5 above for (i) CAW Leadership Training Program. (ii) Retiree Fund, and (iii) Health and Safety, Environment, Leadership Training and Research Activities, will be suspended. Contributions to the programs and funds identified in this paragraph will resume in full as outlined in Paragraphs 3, 4 and 5 above on June 1, 2010.

Miscellaneous

7. The following additional provisions will apply to the contributions, plans, funds, activities and related items addressed by this Appendix 4:
 - (a) For greater certainty, subject to Paragraph 6 above, the Company and the Union agree that the Company's obligation to add to the Special Canadian Contingency Fund as provided in this Appendix 4, accrues and becomes absolute as the applicable hours are worked.
 - (b) The Company and the Union agree that the amounts accrued to the Special Canadian Contingency Fund are to be utilized exclusively for the benefit of members of the Union and may be used to fund initiatives jointly agreed to by the President, National Union CAW, and the Vice President of Human Resources.

- (c) In **no case will** amounts **paid or contributed** for each **underlying fund or activity** described by Paragraphs 1 through 5 exceed the above-referenced, corresponding **contribution amount**, unless otherwise agreed in writing by the **Director of Human Resources and the Plant Chair**.

APPENDIX 5 – IMPLEMENTATION OF ARTICLE 10.9

The parties agree that Article 10.9 will be implemented on **January 1, 2009** or as soon as administratively possible following such date.

APPENDIX 6 - CHANGES TO VACATION PAY AND IMPLEMENTATION ISSUES

During the recent negotiations, the parties agreed to implement the vacation system set forth in Article 12 of the Collective Agreement in the following stages.

Initial Period

Through June 30, 2008, the accrual, usage and management of vacation and personal absence allowance shall be the same as under the Collective Agreement dated June 1, 2005.

Transition Period

For the period beginning July 1, 2008 and ending December 31, 2008, the following will apply:

- Vacation time and personal absence allowance time associated with the vacation pay and personal absence allowance paid out in June 2008 may be taken in accordance with current practice prior to January 1, 2009.
- Employees will accrue vacation pay on a daily basis (assuming a 365-day year) with entitlement for the period equal to one-half of entitlement pursuant to Articles 12.1, 12.2 and 12.4 of the Collective Agreement using June 30, 2009 as the seniority measurement date.
- All vacation pay accrued in accordance with the above provision will be paid out to the employee on the pay date for the first full week worked in January 2009.
- Any Scheduled Paid Absence week that, as of the date of this Agreement, was scheduled to be taken during the transition period will be taken as scheduled.

Effective Date

All provisions of Article 12 of the Collective Agreement shall be in full force and effect as of January 1, 2009.

APPENDIX 7 – SCARBOROUGH EMPLOYEES

Employees who transferred from the Scarborough facility to the Company on October 15, 1990 shall have a seniority date of October 15, 1990 when comparing to all other employees in the Company, but shall have a seniority date based on their service at the Scarborough facility when comparing to each other.

APPENDIX 8 – JOB SECURITY AND WORK OWNERSHIP

Over the course of recent years and during negotiations, the Company and the Union have had extensive and involved discussions regarding job security and work ownership. These discussions focused on the impact of outsourcing, insourcing and parallel sourcing decisions on the employees, their families and the local community. The Company understands and acknowledges that such decisions are of critical importance for the Union and the employees they represent.

In order to address the issues related to job security and work ownership, the Company and the Union have invested both time and effort in their joint endeavour to develop and implement strategies for appropriately growing and maintaining the business and employee utilization within the business. The parties agree that when the Company considers opportunities for insourcing and outsourcing there are three closely-tied groups whose needs should be addressed: customers, employees and shareholders. When looking at opportunities and working to meet these needs, the Company will work with the Union to **assess** and account for issues of strategic value, business flexibility, capacity requirements and equipment capability. The Company and the Union are committed to focusing on core competencies and value-added opportunities for all parties.

As a result of the discussions and efforts by the parties, the Company and the Union have together created the “Make Versus Buy” Evaluation Process described below to be used to analyze insourcing, outsourcing and parallel sourcing opportunities for the business. For the avoidance of doubt, in the case of a substantial slow down in work resulting in layoffs, the Company and the Union will use this “Make Versus Buy” Evaluation Process to analyze the insourcing of parallel-sourced work with consideration for minimizing the impact to employees. The process will, in all cases, involve the parties sharing relevant information and actively participating in each step of the evaluation.

“Make Versus Buy” Evaluation Process

1. The Company or the Union may notify the other party in writing that it would like to initiate a “make versus buy” evaluation with regards to a particular code-level assembly or component process.

2. The parties will begin discussions related to the “make versus buy” evaluation within 30 days of such notification.

3. **As** part of the discussions, the parties will work together to complete an evaluation calculation in accordance with the formulation attached as Attachment A to this Appendix 8. The calculation will include the following assumptions:

- (a) A set cost of money;
- (b) A **set** burden rate;
- (c) A set inventory carrying cost;
- (d) Inclusion of variable labour and other variable **costs** only;
- (e) Common **cost** assumptions for both insourcing and outsourcing calculation.

4. The final decision for the “make versus buy” evaluation will be made based on the results of the calculation in paragraph 3 above, the framework provisions set forth below and Company authorization.

Framework Provisions

1. To be eligible for consideration under the “Make **Versus** Buy” evaluation process, a proposed opportunity **must** fit within the current capabilities and capacity of the facility, meaning that the opportunity (i) fits within the facility’s core competencies, (ii) can be accomplished within production scheduling requirements and with the existing workforce, (iii) fits within the then-current footprint of the plant, and (iv) can be accomplished without creating a health or safety risk.

2. For proposed opportunities that could require “brick and mortar” or other capital expenditure, any final decision will be contingent on approval of such expenditure through the Company’s expenditure assessment and approval processes.

3. For any proposed opportunity, the Union may include proposed amendments to this Agreement or current practices that would apply for that opportunity (subject to and contingent upon agreement pursuant to Article 20.25).

4. Once a final decision has **been** reached, neither party will initiate a “make or buy” evaluation related to the same or similar

code-level assembly or component process during the 180-day period immediately following the date of the final decision, or if a change is to be implemented based on the final decision. from the date of completion of implementation. Notwithstanding anything to the contrary contained in this paragraph. following implementation of a change, performance may be audited for, and adjustments made based upon, failure of the changed code-level assembly or component process to materially match up to calculation assumptions.

Joint MVB Committee

1. There will be a Joint MVB Committee comprising appropriate Company and Union persons to be agreed by the parties.
2. The duties and functions of the Joint MVB Committee will include the following:
 - (a) Implementing and managing the “make versus buy” evaluation process as described in this Appendix 8;
 - (b) For each “make versus buy“ evaluation. determining and involving the appropriate employees and other resources necessary for such evaluation;
 - (c) Planning for and reviewing the implementations agreed upon pursuant to the “make versus buy” evaluation described in this Appendix 8;
 - (d) Initiating and participating in audits of implemented changes as appropriate: and
 - (e) Discussing and advising on ongoing issues related to insourcing and outsourcing.
3. The Joint MVB Committee will meet at least once per calendar quarter at mutually agreed upon times and as otherwise required to properly perform all duties and functions of the Committee.

APPENDIX 9 – SKILLED TRADES JOB SECURITY AND WORK OWNERSHIP

The Company will rely primarily **on** its seniority employees in the Skilled Trades in the performance of maintenance, tooling and trades work.

Lay-Offs

It is the Company's commitment that there will be **no** reduction of Skilled Trades employees **as** a result of contracting out maintenance, tooling and trades work that **is** regularly performed by Skilled Trades employees.

When Skilled Trades employees are on lay-off in a classification and consideration is being given **to** outside contracting work such Skilled Trades employees customarily perform, such Skilled Trades employees will be given first priority to perform the work, provided they are capable of performing the work.

Planning

The Company will have advanced, meaningful and detailed discussion with the Union prior to the contracting out of maintenance, tooling and trades work that is customarily performed by Skilled Trades employees.

Other than in emergency situations, ten calendar days' advance notice will be given to permit meaningful discussions. The Union will be advised of the nature, scope, and approximate dates of the work to be performed and the reasons **why** the Company is contemplating contracting **out** the work.

Information

In this discussion, the Company is expected to review its plans, including the scheduling of work, use of internal resources, restrictions and other relevant considerations. **At** such times, Company representatives are **expected** to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of the relevant circumstances.

When considering contracting out maintenance, tooling and Skilled Trades work, factors such **as** the production schedule, the ability of its seniority skilled trades employees to fully perform

the work required and the availability of the equipment and Skilled Trades employees will be included.

The Company and the Union will endeavour to identify, discuss and assess alternate options to promote the Company's primary reliance policy and alleviate as much as practical the use of outside contractors.

Full Utilization

The Company and the Union agree that the following circumstances do not initiate the full utilization of the Skilled Trades employees:

- Maintenance, tooling and trades work of an emergency nature.
- Maintenance, tooling and trades work involving Technical Representatives from vendors, suppliers or outside providers, so long as the opportunity to perform the work has first been offered to a Skilled Trade employee in the appropriate classification. When such work is being performed, the Company will assign skilled trades personnel to work with the individuals performing the work, without any obligation to bring employees in on overtime or from other shifts.
- Maintenance, tooling and trades work under a warranty agreement. When such work is being performed, the Company will assign skilled trades personnel to work with the individuals performing the work, without any obligation to bring employees in on overtime or from other shifts.
- Maintenance, tooling and trades work which Skilled Trades employees are not certified, licensed, or otherwise capable of performing the work safely.

Full Utilization Qualifiers

When it becomes necessary to contract out work that is customarily and regularly performed by Skilled Trades employees, and:

1. The Skilled Trades employees are available to work;

2. The Skilled Trades employees have worked at least one day between Monday to Friday of the work week;
3. The Skilled Trades employees are not on vacation on the Friday of the work week and the Monday of the following work week; and
4. The Skilled Trades employees are capable of performing such work,

then such employees will be given first priority to be fully utilized to work in their respective trade in accordance with the Local Scheduling Practices as described **below**.

Local Scheduling Practices

(A) Tool Room Local Scheduling Practice

All Skilled Trades employees in the classification which normally performs **the** work contracted out will be offered the opportunity to work during the work week in which the work is contracted out as follows:

- (i) Pour ten hours shifts to **be** worked between Monday to Friday, and
- (ii) Eight hours of work on Saturday.

(U) Maintenance Local Scheduling Practice

- (i) If notice is provided at least 10 calendar days prior to the commencement of work **by** the third party contractor, Skilled Trades employees in the classification which normally performs the work contracted out will be offered the opportunity to work 8 hours of work for each day of the work week in which the work is contracted out. The number of Skilled Trades employees offered such opportunity will be equal to the number of persons performing such work for the third party contractor.
- (ii) if notice is not provided **at least** 10 calendar days prior to the commencement of work by the third party contractor, all Skilled Trades employees in **the** classification that normally performs the work contracted out will be **offered** the opportunity to

work 8 hours of work for each day of the work week in which the work is contracted out.

- (iii) When the work week in which the work is contracted out is immediately followed by a holiday, employees entitled to an opportunity to work pursuant to paragraphs (i) and (ii) above, will also be offered an opportunity to work 8 hours on the holiday.

NEW Technology

The parties **discussed** concerns regarding the introduction of new technology and its possible impact on the Skilled Trades workforce. Recognition was given to the role of the Skilled Trades Workforce and their contribution to the competitiveness of the Company. Recognition was also given to the need for a cooperative attitude toward technological progress on the part of all parties ensuring the Company's growth and ability to compete effectively.

The Company is interested in affording maximum opportunities for Skilled Trades employees to progress with advancing technology and, as a result, the Company shall make available appropriate specialized training programs so that Skilled Trades employees, including apprentices, will **be** capable of performing the new or changed work.

APPENDIX 10 – WORKPLACE HARASSMENT

The Company and the Union recognize that the workforce is composed of men and women with diverse backgrounds. Fostering a healthy and respectful environment among such diversity can best be accomplished through appropriate information and education for employees. The Company and the Union are committed to implementing a procedure that preventatively addresses potential harassment issues in the workplace.

Harassment, as defined in Article 2.4, may take many forms: verbal, physical or visual. The following examples, without limitation, could be considered as harassment if unwelcome and based upon prohibited grounds:

- Remarks, jokes, innuendoes, gestures, or taunting;
- Practical jokes, pushing, shoving, etc.;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee;
- Physical conduct such as touching, patting, pinching, etc.
- Invitations or requests; and
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities including without limitation the delegation of work assignments and the assessment of discipline. Policies regarding harassment are not meant to inhibit free speech or interfere with normal social relations.

The Company and the National Union will work together to formalize and update a Workplace Harassment Complaint Procedure for addressing circumstances of harassment. The procedure will include information regarding:

- (a) Informal handling of circumstances of concern;
- (b) Advisability of documenting events, complete with times, dates, location, witnesses;

- (c) Details regarding when and how to file a formal complaint:
- (d) Investigation by the appropriate parties in accordance with agreed processes (in all cases a copy of any properly filed complaint will be timely provided to the Director of Human Resources and the Plant Chair); and
- (e) Written reporting by joint investigators setting forth the findings upon completion of an investigation.

If the Company does not provide a resolution regarding a complaint within 15 days of the written report upon completion of an investigation, the complaint will be considered a grievance for the purposes of the Grievance Procedure and will be inserted into the 3rd step of the Grievance Procedure for resolution. 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 Workplace Harassment Complaint Procedure.

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

Employees may be subject to discipline for pursuit of frivolous allegations through the Workplace Harassment Complaint Procedure.

APPENDIX 11 – UNION AWARENESS TRAINING

The Company and the Union acknowledge their mutual interests in advancing the learning of employees through education and training. Employee training has positive effects on product quality and productivity and provides employees with the opportunity to expand their knowledge and improve their sense of accomplishment.

Joint Training Review Committee

There will be a **Joint Training Review Committee comprising** five Union members and five management members. The Joint Training Review Committee will meet at mutually agreed upon times at least once per calendar quarter. The duties and functions of the Joint Training Review Committee will include the following:

- (a) Reviewing of current and potential training programs including without limitation programs relating to:
 - (i) Union Awareness,
 - (ii) Industry Overview,
 - (iii) Building Respectful Workplaces,
 - (iv) Women And Technology,
 - (v) Health And Well Being,
 - (vi) Community and Government Awareness,
 - (vii) Pre-Retirement Planning, and
 - (viii) Building Respectful Workplaces for Union Leadership.
- (b) Discussing and recommending training programs;
- (c) Analyzing long-term training needs for employees;
- (d) Exploring availability of external funding through Sectoral Councils, Training Boards and other government programs;

- (e) Establishing links with educational and training institutions;
- (f) Encouraging participation in training initiatives;
- (g) Assisting in development and implementation of new training programs;
- (h) Reviewing and advising regarding class size and trainer requirements, techniques and delivery methods;
- (i) Proposing and managing training schedules;
- (j) Reviewing and assessing issues related to training schedules, and
- (k) Participating in other activities that will support employees in the advancement of learning.

Commitment to Training

The Company commits that, during the term of this Agreement, the Company will provide at least 24 hours of training per employee based on recommendations made by the Joint Training Committee.

Trainers

Due to the variation in training schedules, program content, duration and application to various segments of the workforce, it is anticipated that training assignments for trainers who are employees will be on a part-time basis. There may, however, be circumstances when it may be appropriate to utilize employees on a full-time basis.

Training Schedules

The ability to commit to and execute training schedules can be influenced by a number of factors. Mutually satisfactory training schedules are essential to the long-term success of training programs. In the event that there are issues related to training schedules for the training recommended by the Training Review Committee and such issues cannot be resolved by the Training Review Committee, then the issues will be referred to the National Union and Director of Human Resources.

The Company and the Union will work together to provide timely notice to employees regarding training and training schedules and to take other steps to allow and encourage full participation in training. It is understood that absenteeism, breakdowns and other unforeseen and unusual circumstances may affect the ability to meet the intent of this commitment.

APPENDIX 12 – SKILLED TRADES TRAINING FUNDING

During the term of this Agreement, the Company will continue its practice **of** making an annual lump **sum** allocation to a fund for skilled trades training provided by the Union. The allocation will occur in June of each year and the amount of such allocation will equal the amount required, at the time **of** allocation, *to* restore the then-current fund balance to \$20,000.

APPENDIX 13 – EMPLOYMENT EQUITY

During the current negotiations, **the** parties reaffirmed their *commitment to Employment Equity*. **The** parties agreed that a diverse workforce is beneficial and desirable, and that their proactive efforts **on** Employment Equity **are** important to the Company. Recognizing that the Company **is** not currently impacted by the Employment Equity **Plan for** the Federal **Contractor's** program, the parties commit that should the Employment Equity Plans for the Federal Contractor's program become **applicable** the parties **will** meet to mutually develop such plan.

APPENDIX 14 – HEALTH AND SAFETY POLICY

General

1. The Parties recognize the fundamental importance of health and safety and agree that the Company, the Union and the Employees are each subject to the Ontario *Occupational Health and Safety Act, 1997* (“OHSА”) and the Regulations thereunder, as may be amended from time to time (collectively, the “OHSА Standards”).
2. It is agreed that the OHSА Standards are minimum standards. Accordingly, nothing in this collective agreement shall be construed as detracting from any rights or obligations contained in the OHSА Standards.

Company Duties

3. The Company shall comply with its obligations under the OHSА Standards, including but not limited to:
 - (a) Providing the equipment, materials and protective devices as required under the OHSА Standards;
 - (b) Maintaining the equipment, materials and protective devices noted in (a) above in good condition;
 - (c) Carrying out the measures and procedures in the workplace that are required under the OHSА Standards;
 - (d) Ensuring that the equipment, materials and protective devices provided by the Company are used as required under the OHSА Standards;
 - (e) Providing information, instruction and supervision to employees to protect their health and safety;
 - (f) Acquainting employees or a person in authority over an employee with any hazard in the work and in the handling, storage, use, disposal and transport of any article, device, equipment or a biological, chemical or physical agent;
 - (g) Taking every precaution reasonable in the circumstances for the protection of employees;

- (ti) Preparing and reviewing at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy;
 - (i) Keeping and maintaining records of the handling, storage, use and disposal of biological, chemical or physical agents as required under the OHSIA Standards;
 - (j) Monitoring the levels of biological, chemical or physical agents in a workplace and keeping and posting records thereof as required under the OHSIA Standards; and
 - (k) Complying with any standard limiting the exposure of employees to biological, chemical or physical agents as required under the OHSIA Standards.
4. The Company agrees to contribute up to \$100 annually per employee towards the employee's purchase of safety footwear.
5. The Company agrees to provide each employee with necessary personal protective equipment, including **but not** limited to prescription safety glasses, at the Company's expense. Employees are expected to take reasonable care of such personal protective equipment and return it to the Company upon request.

Employee Duties

6. Employees shall comply with their obligations under the OHSIA Standards, including but not limited to the obligations to:
- (a) Work in compliance with the provisions of the OHSIA Standards;
 - (b) Use or wear the equipment, protective devices or clothing that the Company requires to be used or worn;
 - (c) Report to the Company the absence of or defect in any equipment or protective device of which the employee is aware and which may endanger himself, herself or another person; and

- (d) Report to the Company any contravention of OHS Standards or the existence of any hazard of which he or she knows.

Joint Health and Safety Committee

7. There shall be a Joint Health and Safety Committee (JHSC) at the London plant consisting of three Union members who are employees and three Company members. The JHSC shall meet monthly or such other times as shall be agreed by the Committee and shall be operated and administered in accordance with the OHS Standards. The JHSC has all of the duties and powers that are conferred on it under the OHS Standards, including but not limited to:
 - (a) Making recommendations to the Company and employees for the improvement of health and safety of employees;
 - (b) Identifying situations that may be a source of danger or hazard to an employee; and
 - (c) Obtaining information from the Company respecting the identification of potential or existing hazards of materials, processes and equipment and health and safety experience and standards in similar or other industries of which the Company has knowledge.
8. Each member of the JHSC shall be deemed to be at work, and paid at the member's straight-time hourly wage rate, for time as determined necessary by the JHSC for the activities described below:
 - (a) Preparation for JHSC meetings;
 - (b) Attendance at JHSC meetings;
 - (c) Carrying out the member's duties under subsections 9 (26), (27) and (31) of the OHS; and
 - (d) Participation in such safety training as necessary to fulfill duties under the OHS and this collective agreement.

Policies and Practices

9. It is the Company's intention to continue its current health and safety policies and practices. The JHSC will work to

identify all current health and safety policies and practices that should continue and will document **such** policies and practices.

Ergonomics Committee

10. There shall be an Ergonomics Coininittee (EC) at the London plant consisting of two Union members **who** are employees and **two** Company members. The EC shall meet monthly or such other times as shall **be** agreed by **the** Committee. The Committee will review and discuss any ergonomic issues that may arise at **the** London **plant** and may **make** recommendations to the Company regarding **such** issues.
11. Each member of the EC shall be **deemed to** be at work, and paid at the member's straight-time hourly wage rate, for time as determined necessary by the EC for the activities described below:
 - (a) Preparation for EC meetings;
 - (b) Attendance at EC meetings;
 - (c) Carrying out the member's duties; and
 - (d) Participation in such ergonomics training as necessary to fulfill duties.
12. The EC may also **take** on other tasks related to ergonomic issues that may arise **at** the London plant to the extent authorized in advance **by** the Company.

APPENDIX 15 – “GM DOC 12’S”

The Company recognizes the right of employees to exercise their option to retire with a “GM Doc 12” to the extent offered by General Motors of Canada Limited and otherwise eligible.

To the extent General Motors of Canada Limited offers “GM Doc 12’s” twice per year, there will be two 30-day windows. For the term of this Agreement, the Company agrees that it will schedule any and all “GM Doc 12” 30-day windows such that employees retiring with a “GM Doc 12” would retire on or after July 1st of the applicable year.

APPENDIX 16 – .JOB COUNSELLING AND PLACEMENT ASSISTANCE

If employers are permanently laid **off** due the closure of the plant, the Company and the Union will form an Adjustment Committee comprising two Union members and two management members. The Adjustment Committee will review and advise on issues related to the **closure**. The Adjustment Committee will also identify and contact government agencies and others groups in order to solicit resources, services and related funding for the employees.

APPENDIX 17 – ADMINISTRATION OF SPECIAL INCENTIVE SEPARATION PROGRAM

As and when necessary, the Company and the Union will form a Focus Committee comprising two Union members and two management members. When fewer employees are required as a result of improvements in efficiency, specified employees, as designated by the Focus Committee and approved by the Company, may at the Company's election, be provided an option to leave the Company on a permanent basis to seek a career change or other personal opportunities. This option will be provided as an alternative to requiring employees to exercise their seniority rights in reductions in force.

In order to facilitate such opportunities, at the Company's election, the Company will provide specified employees a special separation payment or special retirement option. In addition, such employees taking advantage of these opportunities will have available certain benefits set forth in the Tuition Refund Plan.

Accordingly, specified employees with five or more years of seniority would be provided with the option of receiving a special separation payment amount in the event efficiency improvements result in a permanent reduction in the number of employment opportunities and would otherwise result in the permanent layoff of a seniority employee.

The parties agree that special separation payments for eligible employees identified in accordance with this document may be provided under the Voluntary Termination of Employment Plan subject to the eligibility terms and conditions contained in such Plan, and further subject to the terms and conditions of this document.

In addition, specified employees may be provided a mutually satisfactory retirement under the Pension Plan subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions of this document contained herein.

What follows, therefore, are the jointly developed guidelines and approval procedures to be used by the parties for administration of the document set out above. These guidelines set forth the circumstances where, as a result of Company initiated efficiency improvements, specified employees may become entitled to:

- Special incentive separation payments,
- Mutually satisfactory retirement.
- Tuition assistance.

Normally, when fewer employees are required at a location on a permanent basis, and management decides to reduce the size of the workforce, layoffs will occur. Generally, this Agreement provides that lower seniority employees will be laid off first in a permanent reduction in force. This will continue to be the case if permanent reductions in force are caused by declining markets, product allocation decisions, change in product design, changes in line speed and factors other than Company initiated improvements in efficiency discussed by the Focus Committee. When fewer employees are needed, however, as a result of Company initiated improvements in efficiency and such efficiency improvements are discussed by the Focus Committee, the Focus committee may request a specified number of special incentive separations. The request, once initiated by the Focus Committee, must be approved by the National Union, CAW, and on behalf of the Company by the Vice President of Human Resources. Since approval of a Focus Coininittee request must occur, there are a number of factors that should be considered by a Focus Committee in making a request, in order to obtain required approval.

- Company-initiated efficiency improvements must result in fewer employees being required at the plant.
- The number of special incentive separations being requested cannot exceed the number of employees who would otherwise be placed on permanent layoff because of such efficiency gains.
- In order to encourage active participation in Focus Committee discussions and to encourage constant improvement at all locations, the parties recognize that there may be occasions when special separation incentives may be considered even though the plant is in a hiring and/or recall mode for other than attritional replacements (for example: new work is insourced, new work is won through a competitive bid process, or there is an increase in volume). In those situations, Focus Committee recommendations resulting from Company-initiated efficiency improvements will be treated as a separate event and special separation incentives will be offered to employees in accordance with these guidelines.
- Prior to preparing a written request on forms approved by the parties, the Focus Committee contemplating a request for special incentive separations should

determine the number of employees **who** will be offered special incentive separations. In this regard, the Focus Committee should develop a plan to be presented for approval.

- Accordingly, it was agreed that when the Company and the National Union, CAW approve a request submitted by the Focus Committee in accordance with these guidelines, the following will apply:
 - Employees with five or more years of seniority may, to the extent contemplated by the qualifying provisions set forth hereinafter, be provided with the option to receive a special incentive separation as defined in Section I **A** of these guidelines or,
 - Employees with 10 or more years of credited service may, to the extent contemplated by the qualifying provisions set forth hereinafter, be provided with a mutually satisfactory retirement as defined in Section I **B** of these guidelines.

I SPECIAL INCENTIVE SEPARATION - The parties agree that a special incentive separation for eligible employees in accordance with these guidelines means:

A. SPECIAL PROGRAM #1 - VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

- The Voluntary Termination of Employment Plan (VTEP), for employees with five or more years of seniority as of their last day worked, provides a guaranteed lump sum benefit payment subject to the conditions and limitations contained therein and as modified by these guidelines. For the purpose of this document only, the normal eligibility requirements, as set forth in the above-mentioned plan, are modified as follows:

In the plan document:

- Section 1(d) is modified to provide that the employee must apply to receive the benefit in accordance with the procedure established by the parties pursuant to these guidelines.
- Section 1(c) is modified to provide that the employee will not be required to attend an employment interview

and will not receive an offer of work from the Company.

This Program is applicable to employees with a least five years of seniority and who are not eligible to retire, except as outlined below, under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan (Pension Plan). Eligibility for early retirement pursuant to Section 2(a)4 of Article I of said Pension Plan will **not** exclude eligibility for this Program.

- Description of Special Program #1 Benefits:

Years of Seniority As of Application Date *	\$ Amount
5 but less than 6	27,500
6 but less than 7	29,500
7 but less than 8	31,500
8 but less than 9	33,500
9 but less than 10	35,500
10 but less than 11	37,500
11 but less than 12	39,500
12 but less than 13	41,500
13 but less than 14	43,500
13 but less than 15	45,500
15 but less than 16	47,500
16 but less than 17	49,500
17 but less than 18	51,500
18 but less than 19	53,500
19 but less than 20	55,500
20 but less than 21	57,500
21 but less than 22	59,500
22 but less than 23	61,500
23 but less than 24	63,500
24 but less than 25	65,500
25 and over	67,500

* Prorated for fractional Years of Seniority calculated to the nearest 1/10th year.

The maximum gross amount of the benefit payable under this Program is \$67,500 for employees with 25 or more years of seniority.

B. SPECIAL PROGRAM #2 MUTUALLY SATISFACTORY RETIREMENT

General

A Mutually Satisfactory retirement provides pension benefits payable under the Pension Plan subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions contained herein.

Description of Special Program #2 Benefit:

An offer of Mutually Satisfactory retirement may be extended in accordance with these guidelines to an eligible employee who has attained age 55 but not age 65 and who has 10 or more years of credited service under the Pension Plan. Such retirement would provide basic benefits for the life of the retiree, supplementary benefits payable until age 65 and one month (or earlier, if in receipt of disability benefits), and any special allowance the employee may be entitled to based on the provisions of the Company's Hourly-Rate Employees Pension Plan (Pension Plan) and the employee's age and credited service.

II TUITION ASSISTANCE

Employees who take advantage of the special incentive separation program outlined in Section I, Sub Section A of these guidelines will be leaving the Company on a permanent basis. In many instances, these employees plan to seek, or already have plans for career changes or other personal opportunities as an alternative to being required to exercise their seniority rights in reductions in force situations where fewer employees are required because of Company initiated improvements in efficiencies.

As an additional incentive to encourage employees to seek such career changes or other personal opportunities, and who qualify for special incentive separation program #1 outlined in Section I, Sub Section A above, will be eligible for certain Tuition Assistance benefits, as outlined below.

Eligibility for Tuition Assistance

The participant must be an employee who qualifies for special incentive separation program #1 as outlined in Section I, Sub Section A, of these guidelines. Participants must apply for Tuition Assistance within three (3) months

of the effective date of termination of employment under special incentive separation program #1.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalence certification, university, college, business, trade or vocational school courses or adult education classes.

Schools

Acceptable schools are those approved by the Company.

Type of Assistance

The Plan will provide for tuition and compulsory fees to be paid directly to the schools in which the applicants are enrolled. There shall be no duplication of tuition fees already covered by other Municipal, Provincial or Federal education assistance plans or programs. Maximum eligibility under this Plan is \$8000 of tuition assistance. In no event shall total assistance to a former employee exceed \$8000 in any four calendar year period.

The above-specified amount shall constitute an account upon which the terminated employee may draw during a four-year period commencing with termination. Certain changes in future employment status will affect eligibility. If full-time employment is accepted that would pay wages comparable to those on the former job at the Company, or if similar training or tuition assistance or refund programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the former employee has enrolled and compliance with other provisions of the Plan.

III APPROVAL PROCESS

In order to receive consideration for special incentive separations, the Focus Committee will send requests to the Company for review and approval. The Company will coordinate approval by the National Union (CAW) and the Vice President of Human Resources.

- Following the approval process, the Focus Committee will be advised of the status of the request. If approved, Special Incentive Separations may be offered to groups of employees in the approved priority order. In no event, however, will Special Incentive Separations be granted beyond the number approved.
- The Focus Committee will then arrange for each employee accepting an offered Special Incentive Separation to complete the necessary forms and arrange to forward all such forms to the Company for processing.

APPENDIX 18 – SUPPLIER RELATIONS

The Company confirmed to the Union that it expects its suppliers to have responsible labour relations, to treat their employees in a fair and equitable manner and to avoid conduct that violates provincial labour law.

In furtherance of these principles, the Company commits that it will maintain a position of neutrality should any of its suppliers be subject to an organizing drive by the Union.