

AGREEMENT BETWEEN

CAMI  
AUTOMOTIVE INC.

AND

CAW LOCAL 88

EFFECTIVE SEPTEMBER 21, 1998  
TO SEPTEMBER 16, 2001

<b>Paragraph</b>	<b>Content</b>	<b>Page</b>
1	Recognition (of CAW)	
2	Purpose (of Agreement)	
3	Management Rights	
4	Team Work	
5	Team Leader	
6	Small Group Activities	
7	Union Security	
8	No Discrimination/Harassment	
9	Representation	
	9(a) Representation	
	9(b) Representation On Overtime	
10	Seniority	
11	Loss of Seniority	
12	Layoffs And Recall	
13	Temporary Employee	
14	Incapacitated Employee	
15	Attendance At Work	
16	New Employee Orientation	
17	Training	
18	Technological Change	
19	Training Of Production Associates	
20	Work By Supervisors	
21	Housekeeping	
22	Work Organization	
	22(a) Work Organization	
	22(b) Team Preference – Employee Initiated Reassignments	
	22(c) Workforce Adjustments	
	22(d) Transfer Of Operations	
	22(e) Temporary Job Stations	
23	Skilled Trades	
	23(a) Trades	
	23(b) Journeyperson	
	23(c) Apprentice	
24	Equipment and Tools	
25	Compensation	
26	Shift Premium	
27	Premium Pay For Team Leaders	
28	Reporting-In Pay	
29	Emergency Call-Back Pay	
30	Overtime Pay	
31	Holiday Pay	
	31(a) Designated Holidays	
	31(b) Paid Holiday Schedule	
	31(c) Eligibility	

	31(d)	Qualifiers
	31(e)	Christmas-New Year Period
	31(f)	Payment From Other Sources
	31(g)	Modified Hours Program
32		Vacation With Pay And Supplemental Vacation Allowance
33		Hours Of Work
34		Paid Rest Periods
35		Wash-Up Periods
36		Injury On The Job
37		Pay Day
38		Benefits
39		Leaves of Absence
40		Tuition Fees
41		Jury Duty
42		Bereavement
43		Problem Solving, Grievance And Arbitration Procedure
44		<i>Deleted</i>
45		Administration Of Discipline
46		Overtime Equalization
47		Lunchroom, Washroom And First Aid
48		Data To Be Supplied To Union
49		Health And Safety
	49(a)	Joint Health And Safety Committee
	49(b)	Representation
	49(c)	Representation On Overtime
	49(d)	Responsibilities
	49(e)	Safety And Hygiene Testing
	49(f)	Monthly Safety Talks
	49(g)	Monthly Workplace Inspections
	49(h)	Certification
	49(i)	Personal Protective Equipment
	49(j)	CAW-Canada National Health and Safety Staff
50		Union Office
51		Copy Of Agreement
52		Bulletin Boards
53		Strikes And Lockouts
54		Communications
55		Term Of The Agreement
Appendix A		Transfers To And From Bargaining Units
Appendix B		Standards of Apprenticeship
Appendix C		Powerhouse Continuous Shift Operation
Appendix D		Job Security – Skilled Trades
Appendix E		Cost Of Living Allowance
Appendix F		Compensation
Appendix G		Joint Health And Safety Committee Worker

Appendix H	Member Availability
Appendix I	Work Group Reduction Process
	Union Representation During Periods Of Layoff And Summer Shutdown
Appendix J	Union Representation During Periods Of Overtime
Letter 1	Alternate Methods For Missed Payments Under Canada Savings Bond Payroll Savings Plan
Letter 2	Placement Procedure For Permanently Disabled Employees
Letter 3	CAMI Initiated Changes of Shift
Letter 4	Drug And Alcohol Testing
Letter 5	Employee's Eligibility For Bereavement Pay Involving Spousal Relationship And Supplement Vacation Spousal Coordination
Letter 6	Employee Product Purchase Program
Letter 7	Employee Resignations
Letter 8	Environmental Committee
Letter 9	Equitable Distribution Of Overtime Opportunity – Production Associates
Letter 10	Equitable Distribution Of Overtime Opportunity – Production Support Groups And Team Leaders
Letter 11	Holiday Pay Qualifier – Maternity/Parental/Adoption Leaves
Letter 12	Hours Of Work And Mandatory Overtime Notification
Letter 13	Joint Employment Equity Committee
Letter 14	Job Security
Letter 15	Mutual Exchange Of Shift
Letter 16	New Hire Orientation
Letter 17	North/South Gate
Letter 18	Overtime Opportunities For Specialty Representatives
Letter 19	Paid Educational Leave Program
Letter 20	Pay Arrangements For Union Leaves Of Absence
Letter 21	Production Line Speeds
Letter 22	Production Standards
Letter 23	Production Support Group
Letter 24	Quality
Letter 25	Recovery Of Overpayments And Manual Cheques
Letter 26	Special Payment
Letter 27	Payment Of Supplemental Unemployment Benefits During Temporary Layoff
Letter 28	Training Review Committee
Letter 29	Tuition Refund
Letter 30	Van Pooling
Letter 31	Skilled Trades Training
Letter 32	Kaizen Shops
Letter 33	Multifunctionalism
Letter 34	Small Tool Repair
Letter 35	Electronic Repair Shop

Letter 36	Trades Licenses
Letter 37	Travel For Purposes Of Company Business – Skilled Trades
Letter 38	Equitable Distribution Of Overtime Opportunity – Maintenance Associates
Letter 39	Ergonomics Committee
Letter 40	Health And Safety Training
Letter 41	Heat Stress Monitoring
Letter 42	Minute Of Silence For Those Who Have Died In Industrial Accidents
Letter 43	Safety Concern/Work Refusals
Letter 44	Standardized Lockout
Letter 45	Contracting-In Of Production Work
Letter 46	Outsourcing Of Production Work
Letter 47	Supplier Rework
Letter 48	Work By Supervisors
Letter 49	Three Shift Operations For Production
Letter 50	Workforce Adjustments – Repair
Letter 51	Temporary Absence Program
Letter 52	Social Justice Fund
Letter 53	Personal Radio Equipped Headsets
Letter 54	Basic Skills Training Program
Letter 55	Extended Model Change
Letter 56	Vacation Scheduling
Letter 57	Letter Of Understanding – Special Assignments
Letter 58	Impartial Medical Opinion Program
Letter 59	Process Changes
Letter 60	New Team Leader Development
Letter 61	Work Group Implementation
Letter 62	Plant Supplemental Group
Letter 63	Assembly Repair Posting
Letter 64	Supplemental Vacation Allowance (SVA)
Letter 65	Vacation Availability to Maintenance Associates During Summer Months
Letter 66	Three Shift Operations for Skilled Trades
Letter 67	Maintenance Team Leader Selection
Letter 68	Confidentiality of Medical Information
Letter 69	Medical Rehabilitation Program
Letter 70	Substance Abuse Program
Letter 71	Letter of Understanding – Human Rights/Employment Equity
Letter 72	Violence or Domestic Abuse
Letter 73	Hazardous Products Committee
Letter 74	Health & Safety, Environment, Leadership, Training and Research
Letter 75	Occupational Health and Safety Act Change
Letter 76	VDT and Pregnancy in the Workplace

Letter 77	Working Alone in Isolated Areas or Confined Spaces
Letter 78	Severe Weather Conditions
Letter 79	Supplier Relations
Letter 80	Employees Currently on Layoff
Letter 81	Joint Adjustment Committee
Letter 82	Employee Standard Acts

This Labour Agreement is entered into as of the twenty-first (21st) day of September, 1998 between CAMI Automotive Inc. (CAMI), and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW - Canada, and its Local No. 88 (the Union).

## **1. RECOGNITION**

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

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

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

## **2. PURPOSE**

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

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

Stable and harmonious industrial relations will facilitate the achievement of high operational efficiency and productivity, constant improvement, high quality, and low production costs, which are essential ingredients to a profitable operation. Through its profitability, CAMI will be able to provide stable employment; equitable treatment and compensation recognizing the employees' ability and contribution; a pleasant working environment; and a safe workplace.

## **3. MANAGEMENT RIGHTS**

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

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

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

#### **4. TEAM WORK**

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

CAMI will utilize team concepts, with employees organized into teams of approximately six (6) to twelve (12) employees determined in accordance with the nature of an operation or a process. Each team will have a Team Leader. All members of a team share responsibility for the work performed by the team and for participation in quality and productivity improvement programs.

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

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

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

## 5. TEAM LEADER

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

The major duties of the Team Leader include:

- preparation of team rotation schedules, checking and communicating attendance
- coordinating the updating and posting of COS's and SOS's and monitoring that team members follow the process and perform standardized work
- training team members on all jobs on the team and maintaining team training profiles
- providing absentee relief as necessary
- monitoring quality and providing timely feedback including the undertaking of corrective action and the completion of appropriate quality and material related reports
- responding to production stops and taking appropriate action to correct line problems including downtime reporting as related to process and equipment
- ensuring all required materials are available and monitoring consummables usage
- communicating information through team or individual meetings, and/or by posting memos on team boards/communication boards as necessary and appropriate
- providing input and monitoring completion of a total preventative maintenance (TPM) schedule
- providing leadership by example
- completing paperwork including safety check sheets, and providing input to Q.C. circle and teian recommendations
- canvassing for overtime which shall not include the administrative duties or paperwork associated with overtime tracking
- coordination of work assignments when the line is down
- assuming additional duties as required and identified by management which shall not be intended to include regularly delegated Area Leader responsibilities



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

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

## MAINTENANCE TEAM LEADERS

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

The major duties of the team leader include:

- with the Maintenance Area Leader, review weekly work order backlog and discuss potential opportunities for completion
- with Maintenance Associates, respond to production stops and take appropriate action to correct line problems as related to process and equipment
- communicating information through team or individual meeting, and/or by posting memos on team boards/communication boards as necessary and appropriate in Team Leader shift to shift communications
- with Maintenance Associates, document equipment abnormalities, complete work order feedback, and generate follow-up work orders
- provide input to the preventive maintenance schedule, including the 5S program
- as a working leader, set an example of safe and correct work practices
- support an environment which results in a cohesive relationship with other departmental teams
- assist, with the maintenance team, the resolution of safety concerns
- assist associates in following correct procedures in reporting use and/or need for replenishment of spare parts
- ensure that communication to Area Leaders takes place for breakdowns exceeding pre-determined time limits
- provide feedback from the breakdown resolution team to the Area Leader for breakdowns exceeding time intervals deemed appropriate in each department. Review root cause analysis and countermeasure implementation with the Area Leader
- assuming additional duties as required and identified by management which shall not be intended to include regularly delegated Area Leader responsibilities. CAMI and the Union agree that prior to the assignment of additional duties to Maintenance Team Leaders, meaningful discussions will be held between the Skilled Trades Committeeperson and the Maintenance Manager to discuss concerns

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

## **6. SMALL GROUP ACTIVITIES**

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

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

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

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

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

## **7. UNION SECURITY**

During the life of this Agreement, CAMI will deduct from the earnings of each employee covered by this Agreement an amount equal to the Union initiation fee. Monthly dues will be deducted one (1) time each month (effective September 21, 1998), laid down by the constitution and by-laws of the CAW-Canada. Union dues are those dues uniformly levied by the Union in accordance with its constitution. At the end of each calendar month and prior to the tenth (10th) of the following month, CAMI will remit by cheque to the Financial Secretary of the Local Union, the total of the deductions made, together with a list of those from whom deductions are made, along with a list of those from whom no deduction was made and the reason therefore. This information will be provided to the Union on computer disk in addition to the printed format.

Any employee who has earned less than 40 hours straight time pay in the month but has received SUBenefit will have the dues amount of one (1) hour of wages deducted as reflected by the Constitution and Bylaws of the CAW-Canada and its Local 88.

In addition to regular dues, a skilled trades employee will pay annual dues equivalent to one-half (1/2) hour to the Canadian Skilled Trades Council deducted on the first pay in January.

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

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

CAMI and the Union agree that this Agreement shall be applied to all employees without discrimination, intimidation or harassment with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap, or Union membership or activity.

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

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

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

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

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

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

If the number of production employees assigned to a regularly scheduled third shift is less than 75 the Union will select at large, from those production employees on the third shift, a Steward

who will be activated on a “call for” basis only. In this situation the representative’s Area Leader will be responsible for the “call for” activation requirements.

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

Skilled Trades (who shall be a journeyperson)	Selected at large from active journeypersons
Benefits (2)	Selected at large from active employees
Employee Assistance/Substance Abuse/Placement	Selected at large from active employees
Production Standards	<u>Selected at large from active employees</u>
Human Rights/Employment Equity	Selected at large from active employees

Having so designated the area(s) of responsibility for the Zone Committeeperson(s) the Union Chairperson shall so notify, in writing, Employee Relations. Any adjustments to the designated area(s) of responsibility shall be done on an annual basis on the anniversary date of the signing of this agreement. Adjustments due to major staffing requirement changes in designated groups of operations and responsibilities, may take place outside of the normal annual adjustment date provided that the parties mutually agree to do so.

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

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

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

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

The Zone Committeepersons' responsibilities shall include assisting the employees and supervision in the informal and formal problem solving process, representing employees in disciplinary interviews, excluding human rights investigations, assisting in the identification and resolution of employee issues and concerns and promoting a positive work environment and harmonious industrial relations.

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

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

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

The Human Rights/Employment Equity Committeeperson shall be a resource to the other Committeepersons, the employee and CAMI Management in matters related to human rights and employment equity. The primary responsibilities of the Human Rights/Employment Equity Committeeperson will be to administer the provisions of the Human Rights Code and to be a member of the Joint Employment Equity Committee.

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

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

The Union shall have the right to identify alternates. Alternates for Zone Committeepersons shall be selected from the same zone and shift (if applicable). In the event of any absence of the Chairperson from the plant, an acting Chairperson will be identified from among the Committeepersons on day shift at that time and the appropriate alternate activated (where necessary). Alternates will be activated taking into account production's ability to do so without major disruption to the operation. An alternate will not be provided for the Human Rights/Employment Equity Committeeperson while they are involved with the Human Rights Training. It is recognized that the ability to activate is strongly dependant on the amount of notice provided by the Union and staffing requirements at the time.

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

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

**(b) REPRESENTATION ON OVERTIME**

This section defines the overtime rights of the Union Chairperson and Committeepersons. Overtime as provided in this section shall be the only overtime to which the Chairperson or Committeeperson has a right. Alternates, when acting in the capacity of the Committeeperson, shall assume the overtime rights of the appropriate Committeeperson as described below. During such periods, these individuals shall be responsible for the normal range of duties assigned to the position. Overtime that is worked (or refused) by any employee in a Union capacity will not be carried back to a reference group.

(1) During periods of mandatory overtime:

- (i) when one (1) section (except Stamping, QC and Material Handling) on the day shift have been scheduled to work, the Chairperson shall be notified by supervision and required to work.
- (ii) when the majority of employees in a zone have been scheduled to work, the appropriate Zone Committeeperson shall also be notified by supervision and required to work.
- (iii) when the majority of the Skilled Trades employees on the day shift are scheduled to work, the Skilled Trades Committeeperson shall also be notified by supervision and required to work.
- (iv) when two (2) sections (except Stamping, QC and Material Handling) on the day shift have been scheduled to work, the Benefits Committeeperson(s), Employee Assistance/Substance Abuse/Placement Committeeperson, Human Rights/Employment Equity Committeeperson and the Production Standards Committeeperson shall also be notified by supervision and required to work.

(2) During periods of voluntary overtime:

- (i) when ten (10) or more employees are working on the day shift (excluding two (2) powerhouse employees), the Chairperson shall be offered the opportunity to work overtime. In instances in which the Chairperson declines the opportunity, the opportunity shall be provided to one of the Zone Committeepersons.
- (ii) when ten (10) or more skilled trades journeypersons and/or apprentices are working on the day shift, the Skilled Trade Committeeperson shall be offered the

opportunity to work. In instances in which the Skilled Trades Committeeperson declines the opportunity, the opportunity shall be provided to the alternate Skilled Trades Committeeperson.

- (iii) when ten (10) or more employees are working in a zone on the shift, the Zone Committeeperson shall be offered the opportunity to work overtime. In instances in which the Zone Committeeperson declines the opportunity, the opportunity shall be provided to the alternate Zone Committeeperson.
- (iv) when three hundred (300) or more employees are working in the plant on the day shift, the Benefits Committeeperson(s), Employee Assistance/Substance Abuse/ Placement Committeeperson, Human Rights/Employment Equity Committeeperson and the Production Standards Committeeperson shall be offered the opportunity to work overtime.

## **10. SENIORITY**

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

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

Employees will be regarded as probationary employees for the first sixty (60) working days of their employment, within a six (6) month period and shall have no seniority standing until the completion of sixty (60) working days. During this period, CAMI will be the sole judge of their ability and suitability for employment, and termination will be at CAMI's discretion. Upon completion of the probationary period, seniority will start from the first date of hiring, and the employee's name will appear on the seniority list in order of the respective date of hire.

## **11. LOSS OF SENIORITY**

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

- (a) if the employee quits;
- (b) if the employee is discharged. Seniority will be reinstated if the discharge is found not to be for just cause through the grievance procedure;



- (c) if an employee fails to give notice for an absence of three (3) consecutive working days. Notification of loss of seniority will be provided to the employee by registered mail. The employee will be reinstated if a valid reason for failure to give notice is provided within three (3) working days of delivery or attempted delivery of the notification;
- (d) if an employee fails to report to work within five (5) working days when properly notified by CAMI;
- (e) if an employee is not at work for a period of time equal to their seniority, or thirty-six (36) months, whichever is greater. While an employee is temporarily totally disabled because of occupational injury or disease, as determined under the Workers' Compensation Act, seniority rights will not be lost;
- (f) if an employee overstays a leave of absence for more than five (5) days without notification and a valid reason.
- (g) if the employee retires under the provisions of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers; including employees who have not retired under the Plan but are required to retire under the Plan either:
  - (i) on the date of the employee's sixty-fifth (65th) birthday if the employee's birthday is the first day of the month; or
  - (ii) on the first day of the month following the month in which such employee's sixty-fifth (65th) birthday is reached.

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

## **12. LAYOFFS AND RECALLS**

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

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

### **(a) Notice of Layoff**

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

In the event of layoffs which are foreseen CAMI will give seven (7) calendar days' notice to employees and the Union of such layoff.

- (b) Plant-Wide Layoff (expected to last thirty (30) calendar days or less)
  - (i) within the team - on the first (1st) working day of layoff;
  - (ii) within the section - by the sixth (6th) working day of the layoff;
  - (iii) within the plant - by the sixteenth (16th) working day of the layoff.

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

- (c) Partial Plant Layoff (one (1) product line down expected to last thirty (30) calendar days or less)
  - (i) within the team - on the first (1st) working day of layoff;
  - (ii) within the product line - by the sixth (6th) working day of layoff;
  - (iii) within the section - by the eleventh (11th) working day of the layoff;
  - (iv) within the plant - by the twenty-first (21st) working day of the layoff.

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

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

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

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

- (g) Skilled Trades

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

(h) Team Leaders

The above principles of layoff and recall will apply to the Team Leaders by seniority by work group.

(i) CAMI will respect the Provincial Employment Standards Act.

**13. TEMPORARY EMPLOYEE**

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

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

Temporary employees hired in conjunction with this Paragraph (13) will not acquire seniority or work during layoff periods.

**14. INCAPACITATED EMPLOYEE**

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

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

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

**15. ATTENDANCE AT WORK**

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

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

## **16. NEW EMPLOYEE ORIENTATION**

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

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

## **17. TRAINING**

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

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

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

- (a) Employee training and guidance
- (b) equipment debugging and process improvements
- (c) to facilitate model change programs, and
- (d) to assist when production difficulties are encountered.

Those performing such work will not displace any regular employees.

## **18. TECHNOLOGICAL CHANGE**

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

In view of CAMI's interest in affording maximum opportunity for employees to progress with advancing technology, and to provide for long term job security, CAMI shall make available short-

range, specialized training programs for those employees who have the qualifications to perform the new or changed work, where such programs are reasonable and practicable. Therefore, in the event the work performed by employees covered by this Agreement is altered as the result of technological changes so that additional short-range training may be required, CAMI is willing to train such employees where practicable to enable them to perform such work.

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

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

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

## **20. WORK BY SUPERVISORS**

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

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

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

## **21. HOUSEKEEPING**

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

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

## **22. WORK ORGANIZATION**

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

**(a) WORK ORGANIZATION**

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

Stamping

Welding

Paint

\*Assembly (Truck)

\*Assembly (Car)

Quality Control

Material Handling

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

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

Production Associate (PA)

Production Support Group (PSG)

Team Leader (TL)

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

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

Moves between sections for less than fifteen (15) working days shall be regarded as temporary, and not subject to the remaining provisions of this paragraph.

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

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

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

During line speed changes, hiring campaigns and/or model changes, which result in the addition of forty (40) or more employees to the Assembly Car or the Assembly Truck sections, the process described below in parts (1) and (2) shall be amended for Production Associates to reflect a maximum number of moves originating from the primary opening, to one departmental posting and one plant wide posting. All additional openings created by honouring an employee request (posting) may be filled at the discretion of CAMI.

For the purpose of (b) (1) and (2) "eligible employees" shall be defined as all employees except for employees on indefinite layoff or unpaid leaves of absence. Employees who are off work due to illness or injury are required to ensure that the CAMI Health Centre has their current applicable restrictions at the time of the posting.

The application must be personally signed by the employee so applying for the posting at the time of the posting in addition to meeting the eligibility requirements as specified in (b)(1) and (b)(2), as applicable, in order for the applicant to be considered as "successful".

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

## **PRODUCTION ASSOCIATES AND PRODUCTION SUPPORT GROUPS**

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

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

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

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

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

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

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

## (2) PLANT WIDE POSTINGS

In those instances in which

- (i) no eligible applicant is identified through the posting process within the section; or
- (ii) a third opening is created by filling the secondary opening through honouring a posting within the section,

the Supplemental Group shall be reviewed for employees having recall rights to the section. Should there be employees in the Supplemental Group with rights of recall to the section, they shall be canvassed by high seniority volunteer and low seniority force to fill such opening(s), subject to the guidelines as specified in Letter 23 - Production Support Group. Should there be no employees in the Supplemental Group with rights of recall, the opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the work group, team, shift, section and base rate if applicable. Employees with twelve (12) months of seniority or more and who are "eligible employees" may apply to posted openings on teams throughout the plant. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

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

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



A reassigned employee will assume his/her new duties promptly. However, it is recognized that related considerations such as training requirements and staffing availability may impact the effective date in certain cases. Except where the parties agree to the contrary, an employee will assume his/her new duties no later than fifteen (15) working days after the date of reassignment. He/she will be moved on their next scheduled shift.

## TEAM LEADERS

### (1) POSTING WITHIN THE SECTION

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

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

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

If there is no successful applicant(s) to the Team Leader primary opening, the opening will be posted as a secondary opening.

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

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

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

### (2) PLANT WIDE POSTINGS

Team Leader openings will not be posted plant wide. In the event that there are no successful applicants to the Team Leader opening in the section, the opening will be filled at CAMI's discretion (CAMI will afford the Union an opportunity to provide input before a final decision is made) and the subsequent opening will be posted plant wide or should there be employees in the Supplemental Group with rights of recall to the section, they shall be canvassed by high seniority volunteer and low seniority force to fill such opening(s), subject to the guidelines as specified in Letter 23 - Production Support Group. Should there be no employees in the Supplemental Group with rights of recall, the opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the work group, team, shift, section and base rate if applicable. Employees with twelve (12) months of seniority or more and who are "eligible employees" in the plant may apply to posted openings on teams throughout the plant. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

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

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

A reassigned employee will assume his/her new duties promptly. However, it is recognized that related considerations such as training requirements and staffing availability may impact the effective date in certain cases. Except where the parties agree to the contrary, an employee will assume his/her new duties no later than fifteen (15) working days after the date of reassignment. He/she will be moved on their next scheduled shift.

## MAINTENANCE ASSOCIATES

### (1) POSTING WITHIN THE SECTION

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

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

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

## (2) PLANT WIDE POSTINGS

In those instances in which

- (i) no eligible applicant is identified through the posting process within the section; or
- (ii) a secondary opening is created by filling the primary opening through honouring a posting within the section, the opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the team, shift, section, base rate and trade if applicable. Employees with twelve (12) months of seniority or more and who are “eligible employees” may apply to posted openings on teams throughout the plant. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

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

The opening will be posted throughout the plant in agreed areas on designated posting boards. The posting will identify the team, shift, section, base rate and trade if applicable. Employees with twelve (12) months of seniority or more and who are “eligible employees” may apply to posted openings on teams throughout the plant. Each posting will be stamped with the time of posting and each posting will be closed in forty-eight (48) hours.

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

Posting confirmation will occur within forty-eight (48) hours of the posting being closed.

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

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

A reassigned employee will assume his/her new duties promptly. However, it is recognized that related considerations such as training requirements and staffing availability may impact the effective date in certain cases. Except where the parties agree to the contrary, an employee will assume his/her new duties no later than fifteen (15) working days after the date of reassignment. He/she will be moved on their next scheduled shift.

**(c) WORKFORCE ADJUSTMENTS**

The following parts (1) and (2) (3) are intended to apply only in those situations of reduction in the size of teams, work groups and/or sections other than layoff or recall as defined in Paragraph 12 of this agreement.

**(1) ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF**

**EMPLOYEES ON A TEAM WITHIN A WORK GROUP**

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

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

**(2) ADJUSTMENTS FOR THE PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES IN A WORK GROUP**

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

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

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

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

**(d) TRANSFER OF OPERATIONS**

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

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

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

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

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

It is recognized that temporary job stations resulting in the addition of headcount to the team are occasionally established to allow continuous flow of the operations and alleviate bottlenecks. In the event that a temporary job station is still in existence after twenty (20) working days, it will be posted as per the provisions of Paragraph 22(b). Where a temporary job station is created due to a safety issue or an abnormal model mix, this provision, 22 (e), will not apply. CAMI and the Union will meet to discuss any safety issue or abnormal model mix issues that last longer than twenty (20) working days. It is understood that this is not intended to apply to situations wherein employees are not at work on their teams as specified in Paragraph 22(a) or to temporary job placement due to medical restrictions.

### **23.SKILLED TRADES**

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

- (b) **JOURNEYPERSON**

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

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

**(c) APPRENTICE**

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

**24. EQUIPMENT AND TOOLS**

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

**25. COMPENSATION**

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

	EFFECTIVE DATE		
	<u>9-21-98</u>	<u>9-20-99</u>	<u>9-18-00</u>
Production Associate	<u>23.23</u>	<u>23.68</u>	<u>24.14</u>
Production Support Group	<u>23.53</u>	<u>23.98</u>	<u>24.44</u>
Production Team Leader	<u>24.23</u>	<u>24.68</u>	<u>25.14</u>
Maintenance Associates	<u>27.92</u>	<u>28.46</u>	<u>29.01</u>
Maintenance Team Leader	<u>28.42</u>	<u>28.96</u>	<u>29.51</u>

Shift Engineers- Team Leader	<u>28.42</u>	<u>28.96</u>	<u>29.51</u>
Shift Operator 2nd Class	<u>27.92</u>	<u>28.46</u>	<u>29.01</u>
Shift Operators 3rd Class	<u>27.08</u>	<u>27.61</u>	<u>28.14</u>

From the effective date of this agreement through September 16, 2001 length of seniority qualifying employees for rate progression shall be:

Employees with:

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

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

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

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

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

## 26. SHIFT PREMIUM

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

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

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

Employees shall receive a premium of 10%, applied to base rate, COLA and overtime premium earnings, for all hours worked before 7:00 a.m. on shifts beginning after 4:45 a.m. and before 6:00 a.m.

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

## 27. PREMIUM PAY FOR TEAM LEADERS

Each Team Leader, will receive premium pay of one dollar (\$ 1.00) per hour in addition to their regular base pay, in recognition of the extra responsibility for organizing, planning, training and coordinating team members and team activities Each employee temporarily assigned to Team Leader duties for one full shift or more, will receive premium pay of fifty cents (\$0.50) per hour in addition to their regular base pay, in recognition of the extra responsibilities for organizing, planning, training and coordinating team members and team activities. This premium will be considered part of the straight time rate for overtime calculation. Promotion of Production Associates to Team Leaders is provided for in Part 6 of Appendix F.

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

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

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

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

## **30. OVERTIME PAY**

- (a) Overtime pay applicable to those employees assigned to non-continuous operations will be subject to the provisions of Paragraphs 30(b) and 30(c).
- (b) For purposes of this Paragraph 30 (b), an employee's day shall be the twenty-four (24) consecutive hours beginning at the earlier of: the employee's regular shift starting time on a calendar day; or, the time the employee starts work for that shift.

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

Employees shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for all hours of shifts beginning on Saturday. In addition, employees shall receive a premium equal to one-half their straight time rate (including Cost-of-Living Allowance) for all time worked on their regularly scheduled shift of the August Civic holiday.

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



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

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

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

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

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

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

Employees shall receive a premium equal to their straight time rate (including Cost of Living Allowance) for one (1) hour, for shifts beginning at 11:00pm on Sunday or paid Holidays as provided for in this Agreement. For hours worked past 12:00 midnight, employees shall be paid at their straight time rate subject to the provisions of the twenty-four (24) hour clock. In the event that the paid Holiday is a Friday, for hours worked past 12:00 midnight, employees shall receive a premium equal to one-half their straight time rate (including Cost of Living Allowance) for all hours worked.

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

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

### 31. HOLIDAY PAY

#### a) DESIGNATED HOLIDAYS

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

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

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

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

**b) PAID HOLIDAY SCHEDULE**

1st Year - 98/99 (16 days)

<u>Friday, October 9, 1998</u> <u>Monday, October 12, 1998</u>	Friday preceding Thanksgiving Thanksgiving
<u>Thursday, December 24, 1998</u> <u>Friday, December 25, 1998</u> <u>Monday, December 28, 1998</u> <u>Tuesday, December 29, 1998</u> <u>Wednesday, December 30, 1998</u> <u>Thursday, December 31, 1998</u> <u>Friday, January 1, 1999</u>	Christmas-New Year Period
<u>Friday, April 2, 1999</u> <u>Monday, April 5, 1999</u>	Good Friday Easter Monday
<u>Friday, May 21, 1999</u> <u>Monday, May 24, 1999</u>	Friday preceding Victoria Day Victoria Day
<u>Friday, July 2, 1999</u>	Canada Day
<u>Friday, September 3, 1999</u> <u>Monday, September 6, 1999</u>	Friday preceding Labour Day Labour Day

2nd Year 99/00 (15 days)

<u>Friday, October 8, 1999</u> <u>Monday, October 11, 1999</u>	Friday preceding Thanksgiving Thanksgiving
<u>Friday, December 24, 1999</u> <u>Monday, December 27, 1999</u> <u>Tuesday, December 28, 1999</u> <u>Wednesday, December 29, 1999</u> <u>Thursday, December 30, 1999</u> <u>Friday, December 31, 1999</u>	Christmas-New Year Period
<u>Friday April 21, 2000</u> <u>Friday April 24, 2000</u>	Good Friday Easter Monday
<u>Friday May 19, 2000</u> <u>Monday May 22, 2000</u>	Friday preceding Victoria Day Victoria Day
<u>Monday July 3, 2000</u>	Canada Day
<u>Friday September 1, 2000</u> <u>Monday September 4, 2000</u>	Friday preceding Labour Day Labour Day

3rd Year - 00/01 (1 5days)

<u>Friday October 6, 2000</u> <u>Monday October 9, 2000</u>	Friday preceding Thanksgiving Thanksgiving
<u>Monday December 25, 2000</u> <u>Tuesday December 26, 2000</u> <u>Wednesday December 27, 2000</u> <u>Thursday December 28, 2000</u> <u>Friday December 29, 2000</u> <u>Monday January 1, 2001</u>	Christmas-New Year Period
<u>Friday April 13, 2001</u> <u>Monday April 16, 2001</u>	Good Friday Easter Monday
<u>Friday May 18, 2001</u> <u>Monday May 21, 2001</u>	Friday preceding Victoria Day Victoria Day
<u>Monday July 2, 2001</u>	Canada Day
<u>Friday August 31, 2001</u> <u>Monday September 3, 2001</u>	Friday preceding Labour Day Labour Day

**c) ELIGIBILITY**

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

**d) QUALIFIERS**

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

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

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

- (iii) Employees who agree to work on a Holiday and who without reasonable cause, fail to report for and perform such work, shall be disqualified for Holiday Pay for that day.

**e) CHRISTMAS-NEW YEAR PERIOD**

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

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

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

**f) PAYMENTS FROM OTHER SOURCES**

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

**g) MODIFIED HOURS PROGRAM**

Notwithstanding part (d) above, for employees on a CAMI approved modified hours program, the hours an employee is required to work on qualifying days in order to qualify for Holiday Pay, shall be their established hours for the day in question.

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

**32. VACATION WITH PAY AND SUPPLEMENTAL VACATION ALLOWANCE**

Vacation

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

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

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

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

<u>SENIORITY AS OF JULY 1</u>	<u>HOURS OF VACATION ENTITLEMENT</u>	<u>MAX. HOURS OF VACATION HOLD BACK</u>
<u>One (1) but less than three (3) years</u>	<u>80</u>	<u>12</u>
<u>Three (3) but less than five (5) years</u>	<u>80</u>	<u>32</u>
<u>Five (5) but less than ten (10) years</u>	<u>120</u>	<u>12</u>
<u>Ten (10) but less than fifteen (15) years</u>	<u>120</u>	<u>32</u>

For each fifty (50) hours or part thereof by which an employee fails to work the specified qualifying hours, Hours of Vacation with Pay entitlement will be reduced by five (5%) per cent. Vacation with pay will be the employee's applicable base rate and C.O.L.A.

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

If an employee retires, resigns or is terminated during the vacation year, the employee will have their remaining vacation entitlement, for the current vacation year, paid to them at the applicable rate of pay.

#### Supplemental Vacation Allowance (SVA)

Employees having one (1) complete year of service as of each Supplemental Vacation Allowance (SVA) eligibility date listed below and have also performed work for the company in the SVA eligibility period (the pay period in which the SVA eligibility date falls and the preceding twenty-five (25) weeks) will be eligible for forty (40) hours of SVA to be scheduled, at random, in the subsequent SVA period.

<u>SVA Eligibility Dates</u>	<u>SVA Periods</u>
<u>January 11, 1999</u>	<u>July 1, 1999 through January 23, 2000</u>
<u>August 2, 1999</u>	<u>January 24, 2000 through August 6, 2000</u>
<u>February 14, 2000</u>	<u>August 7, 2000 through January 21, 2001</u>
<u>July 31, 2000</u>	<u>January 22, 2001 through August 5, 2001</u>
<u>February 12, 2001</u>	<u>August 6, 2001 through December 26, 2001</u>

#### Layoffs

Employees who have vacation and/or SVA scheduled during a layoff week will be given the opportunity to reschedule this time. The employee will be required to reschedule this time into open slots in the vacation schedule. If the vacation schedule is full the company will have the option of either increasing the allotment in the vacation schedule or allow the time to be carried forward into the following vacation year but in no case will the time be carried further than three (3) months into the following vacation year before it is both scheduled and taken.

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

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

The starting and stopping times will be determined by CAMI in consultation with the Union committee.

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

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

- Continuous operations = Powerhouse Appendix C
- 3 shift operations for Trades = Letter 66
- 3 shift operations for Production = Letter 49

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

CAMI will schedule an eighteen (18) minute paid rest period for each employee in each half shift. Having established a schedule of rest periods, any temporary advancement of the rest period shall be limited to not more than eighteen (18) minutes. When practicable, CAMI shall provide affected team members and Zone Committeeperson with advance notice of the requirement to reschedule rest periods.

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



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

The parties agree that a three (3) minute paid wash-up period will be scheduled prior to lunch and prior to the end of each shift.

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

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

### **37. PAY DAY**

The weekly pay period beginning January 3, 1999 will run each Sunday to Saturday. The employees will be paid on Thursday the earnings of the previous week.

### **38. BENEFITS**

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

Exhibit A Supplemental Agreement - Health Care Insurance Program For Hourly-Rate Employees (Exhibit A-1) and Health Care Insurance Program For Retired Employees (Exhibit A-2)

Exhibit B Supplemental Agreement - Group Life Insurance and Disability Benefit Program

Exhibit C Supplemental Agreement - Pension Plan

Exhibit D Supplemental Agreement - Supplemental Unemployment Benefit Plan (Exhibit D-1) and Short Work Week Benefit Plan (Exhibit D-2) and Income Maintenance Benefit Plan (Exhibit D-3) and Voluntary Termination of Employment Benefit Plan (Exhibit D-4) and Pre-Retirement Income Maintenance Program (Exhibit D-5)

Exhibit E Supplemental Agreement - Legal Services Plan

### **39. LEAVES OF ABSENCE**

Leaves of absence will be granted at the discretion of CAMI giving due consideration to the needs of the employees. Leaves will be considered for the following reasons: occupational and non-occupational illness or injury, union business, education, election to full-time public office, personal,

appointment to government or community agencies, and incarceration arising from the operation or use of a motor vehicle. Leaves of absence will not be unreasonably withheld.

With minimum advance notice of 24 hours CAMI will grant Union paid leaves of absence except when the number of requests unreasonably disrupt the operation. In these unique or emergency instances CAMI and the Local Union President will discuss alternatives.

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

**40. TUITION FEES**

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

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

**41. JURY DUTY**

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

**42. BEREAVEMENT**

In the event of the death of the

<u>Employee's Family</u>	<u>Number of Excused Regularly Scheduled Work Days</u>
spouse child parent sister brother	<u>Four Days</u>
step-child son's current spouse daughter's current spouse parent of a current spouse	Three Days

grandparent grandchild grandparent of a current spouse half-brother half-sister step-parent of employee step-parent of current spouse step-sister or step-brother	
---	--

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

#### **43. PROBLEM SOLVING, GRIEVANCE AND ARBITRATION PROCEDURE**

The parties recognize that it is desirable to ensure prompt, fair and final resolution of problems. The need exists also to encourage that problems are dealt with at the source and by those affected. As such, the process for problem resolution has to reflect the different parties involved in identifying a problem, who should be involved in its resolution and how that should take place. It is also understood that the opportunity should exist to address problems in an atmosphere that is neither confrontational nor intimidating.

The following process is designed with the intent of forcing resolution to occur closest to the source and with a minimum of formality. This process is expected to occur in the resolution of all employee work-related problems or concerns except in instances of discipline suspensions of three (3) working days or more.

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

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

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

##### (1) DISCUSSION STAGE

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

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

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

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

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

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

## (2) STEP ONE PROBLEM SOLVING

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

No individual shall be requested or required to respond to a concern if any of the previous steps of the process as detailed above has not occurred.

## (3) STEP TWO PROBLEM SOLVING

Unsatisfactory resolution of a problem in the Step One Problem Solving Meeting may result in the advancement of the concern sheet to the Step Two Problem Solving Meeting. Should the decision of the employee be made to proceed to the Step Two Problem Solving Meeting, the employee, within two (2) full working days of the response from the Step One Problem Solving Meeting, shall inform their Area Leader

who will then communicate this to the appropriate Assistant Manager. The Assistant Manager shall contact the Zone Committeeperson, within two (2) days, and arrange a Step Two Problem Solving Meeting between the employee, Zone Committeeperson, Assistant Manager, Manager and witnesses. This meeting shall take place no later than five (5) full working days from the time the Area Leader was notified of the unsatisfactory response from the Step One Problem Solving Meeting.

The Manager will respond to the employee in writing within two (2) full working days of the Step Two Problem Solving Meeting. Unsatisfactory resolution of a problem in the Step Two Problem Solving Meeting may result in the submission of a grievance by the Union within two (2) full working days from the receipt of the Managers decision. The concern sheet must be attached to the grievance form.

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

#### SHAKE OUT MEETING

Prior to a step three meeting, the Union may request a “shake out” meeting with the applicable Director in whose area the upcoming step three grievance(s) have originated. Such meeting shall include the Union Chairperson, the applicable Committeeperson, the Director of the area involved and the applicable Manager within three (3) full working days of the request.

#### (3) STEP THREE GRIEVANCE

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

The exchange of facts/arguments, in writing by both parties is to occur on or before the fifteenth (15) working day of the grievance being received by Employee Relations. This third step meeting shall take place on the 1<sup>st</sup> Thursday following the twentieth (20<sup>th</sup>) working day of the receipt of the grievance by Employee Relations.

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

#### (4) STEP FOUR GRIEVANCE

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

the Director of the area involved, the Union Chairperson and the Union National Representative or designate. Either party may request an advisor to attend.

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

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

#### (5) ARBITRATION

If management's decision is not satisfactory to the Union and if the grievance concerns the interpretation, application or alleged violation of the agreement, including any disciplinary, or discharge actions, it may be referred to an arbitration within ten (10) working days of the Step Four response, as moved by the Union.

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

#### SUSPENSION LESS THAN THREE (3) DAYS

Suspensions of less than three (3) working days shall be referred directly to Step Two Problem Solving. The Assistant Manager shall contact the Zone Committeeperson and arrange a Step Two Problem Solving Meeting, following the applicable time limits with the Zone Committeeperson, the Assistant Manager, Manager and witnesses.

#### Discharge, Loss of Seniority or Suspension – Special Procedure

The following special procedure shall be applicable to a grievance alleging improper discharge, loss of seniority or suspension of an employee for three (3) working days or more. The grievance must be lodged in writing within three (3) working days of the date of the discharge, loss of seniority or suspension. It will be referred directly to the third step grievance stage. The following procedure shall apply:

- i) Disclosure of facts by Company within twenty-four (24) hours of grievance being submitted.
- ii) The Step Three meeting shall be held within three (3) working days of the grievance being lodged.
- iii) Management's decision relating to the grievance shall be in writing, and if not rendered during the grievance meeting, shall be rendered to the Union Chairperson within seven (7) working days following such meeting.
- iv) The Union disposition shall be rendered to Employee Relations within seven (7) working days of receipt of Management's decision relating to the grievance as described in (iii) above.

Should the grievance remain unsettled, it must be referred within five (5) working days to a Step Four meeting.

#### HUMAN RIGHTS – SPECIAL PROCEDURE

The following special procedure will be applicable to a grievance related to a human rights violation. Prior to submission of a grievance, the grievor must have completed the CAMI/CAW Internal Human Rights Procedure. The grievance must be lodged in writing within three (3) working days following the completion of the CAMI/CAW Internal Human Rights Procedure.

The Human Rights grievance meeting agenda will be supplied by the Union Plant Chairperson to Employee Relations within five (5) working days following receipt of the grievance by Employee Relations. The exchange of facts in writing by both parties will occur on or before the fifteenth (15) working day following receipt of the grievance by Employee Relations.

In attendance for human rights grievance meetings will be the Union Plant Chairperson, the Human Rights / Employment Equity Committeeperson, the Employee Relations Assistant Manager and the CAMI Human Rights Representative assigned to the internal investigation related to the grievance.

The Human Rights grievance meeting shall take place on the first Thursday following the twentieth (20) working day of the receipt of the grievance by Employee Relations. Should the grievance remain unsettled it must be referred by the Union Plant Chairperson within five (5) working days following the Human Rights grievance meeting to the standard Step Four Procedure.

#### GENERAL

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

Any problems regarding the above language shall be reviewed immediately by the Vice President of Personnel and a representative of the President National CAW.

CAMI if a Company grievance ,or the Union if a Union grievance may, at any time, refer a grievance to a lower step of the procedure.

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

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

The grievance procedure in this section shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance which an individual grievant could not bring, or to a management grievance. The Union and Management grievances may be referred directly to the third step grievance meeting, within five (5) working days of the events involved or the knowledge of the events.

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

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

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

#### **44. DELETED**

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

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

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

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

#### **46. OVERTIME EQUALIZATION**

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



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

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

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

CAMI will supply the Union with the following information monthly:

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

#### **49. HEALTH AND SAFETY**

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

The parties agree to establish a Joint Health and Safety Committee (JHSC) consisting of two (2) members representing the Union, and two (2) members representing CAMI. The JHSC shall meet at least once a month to review health and safety issues and make appropriate recommendations to management. The primary responsibility of the JHSC shall be to actively promote measures to ensure the Health and Safety of all bargaining unit employees at CAMI.

**b) REPRESENTATION**

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

In the event of a workforce reduction resulting in a layoff, the JHSC Worker Members will be entitled work on their respective shifts if one (1) or more employees are in the plant on the relevant shift.

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

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

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

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

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

**c) REPRESENTATION ON OVERTIME**

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

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

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

In addition to the above, the JHSC Worker Member shall be entitled to act in the capacity of a JHSC Worker Member whenever fifty (50) or more employees are required to work overtime on the shift to which the JHSC Worker Member is assigned. In such instances as the JHSC Worker Member of that shift declines the opportunity to work, such opportunity shall be made available to the JHSC Worker Member of the other shift. Where both JHSC Worker Members decline the opportunity to work, such opportunity may be made available to the JHSC Worker Member Alternate of that shift, or, if declined by that JHSC Worker Member Alternate, to the other JHSC Worker Member Alternate.

**d) RESPONSIBILITIES**

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

In addition to the JHSC Worker Members' duties, CAMI agrees that the JHSC Worker Members will assist CAMI in identifying, recommending, developing and implementing Health and Safety policies, procedures and programs. CAMI also agrees that it is important to review these Health and Safety policies and procedures jointly with the JHSC Worker Members on a continuous basis.

**e) SAFETY AND HYGIENE TESTING**

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

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

**f) MONTHLY SAFETY TALKS**

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

**g) MONTHLY WORKPLACE INSPECTIONS**

A monthly workplace inspection of all departments shall be completed by JHSC Worker Members. It is also agreed that in order to complete the inspection in a timely fashion, JHSC Worker Member Alternates are to be incorporated in the workplace inspection schedule. The company also agrees to establish and maintain monthly team safety audits. These audits will be conducted by the Area Leader, and a member of the team on a rotation basis. Audits will be scheduled with a minimum of two (2) weeks between them to facilitate follow-up on items arising from each audit. Access to the team safety audit reports will be provided to the JHSC.

**h) CERTIFICATION**

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

**i) PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

**50. UNION OFFICE**

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

**51. COPY OF AGREEMENT**

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

**52. BULLETIN BOARDS**

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

**53. STRIKES AND LOCKOUTS**

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

**54. COMMUNICATIONS**

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

**55. TERM OF THE AGREEMENT**

This Agreement shall be in force from the date hereof until 11:59 p.m. September 16, 2001.

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

CAMI Automotive Inc. . . . . CAW-Canada

FOR  
CAMI AUTOMOTIVE INC.

FOR  
CAW - LOCAL 88

## **APPENDIX A**

### **TRANSFERS TO AND FROM THE BARGAINING UNIT**

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

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

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

## APPENDIX B

### STANDARDS OF APPRENTICESHIP

#### ARTICLE 1.0 - DEFINITIONS

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

#### ARTICLE 2.0 - JOINT APPRENTICESHIP COMMITTEE

- 2.1 The Joint Apprenticeship Committee will be composed of four persons, two members representing CAMI and two members representing the Union. One of the Union members shall always be the elected Skilled Trades representative of the Union Committee. The other Union member of the committee shall be appointed by the Local Union and shall represent a different trade from the Skilled Trade Committeeperson. One of the CAMI representatives will be a skilled tradesperson or a person with a trades related background. An apprentice shall also be appointed to sit on the Committee as a non-voting member with the understanding that they should not be privy to any information pertaining to individual apprentices.
- 2.2 The Apprenticeship Committee shall meet a maximum of once a month or less often as required. CAMI will pay for all such meetings held by the Apprenticeship Committee during the regular shift of the Apprentice Committeeperson.
- 2.3 The Joint Apprenticeship Committee will have decision making ability with respect to the provisions of this Appendix with the exception of Article 7.0 – WAGES. Decision making ability will also include the review of school curriculum, costs while attending school and

cost of school projects. The Joint Apprenticeship Committee shall also make recommendation(s) with respect to legislated changes as they affect the Apprenticeship Board. Should the Committee be unable to reach an acceptable resolution, the Manager of Maintenance and the Union Chairperson will discuss the concern with the Apprenticeship Committee.

#### ARTICLE 3.0 - SENIORITY

- 3.1 There will be a separate apprentice seniority list for each group of apprentices in their respective trades. The date of entry onto the list shall be the first day worked as a contracted apprentice with CAMI.
- 3.2 The skilled trades seniority date for an employee completing the apprenticeship program and being accepted as a journeyman will be the date of registration in the apprenticeship in the respective trade. No apprentice shall acquire seniority as a skilled trades journeyman for time in a CAMI apprenticeship prior to March 2, 1992. An employee will be transferred from the apprentice seniority list to the appropriate skilled trade seniority list when the employee has provided CAMI with proof of the issuance of the Certificate of Completion.
- 3.3 In those instances where an apprentice attains journeyman status and there is no regular Maintenance Associate opening at that time, the employee will be given an assignment at the discretion of the Maintenance Manager until such time as an opening becomes available. The Maintenance Manager will consult with the Skilled Trades committee person prior to reaching final decision regarding the assignment. Should such assignment exceed the time period outlined in paragraph 22(e) of the collective agreement, a position shall be posted.
- 3.4 An employee with seniority who enters the CAMI Apprenticeship Program shall, during the period of their apprenticeship, retain and accumulate plant seniority. If laid off or disqualified from the Apprenticeship Program for reasons not resulting in their termination, the employee shall be returned, when practical, to the section to which the employee was assigned at the time they joined the program according to the employee's plant seniority. In these instances, such re-assignments shall be as Production Associates. Time worked by the employee in the Apprenticeship Program will be considered in the determination of the "grow-in" level for an apprentice being returned to a Production Associate position.
- 3.5 The first five hundred (500) hours of apprentice time shall be a grace period. During the grace period, the apprentice may elect to return to their previous classification as of the first available opening. The employee shall be returned, when practical, to the section to which the employee was assigned at the time they joined the program according to the employee's plant seniority (including time served in the apprenticeship). The apprenticeship agreement will be cancelled and the registration agency advised of such.
- 3.6 Apprentice layoffs will be at the discretion of CAMI. Apprentice seniority will continue to apply within each group of apprentices by trade where layoff or recall becomes necessary. Where apprentice seniority and qualifications are equal, plant seniority will apply.

#### ARTICLE 4.0 - HOURS OF WORK



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

#### ARTICLE 5.0 - REVIEW OF APPRENTICES

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

#### ARTICLE 6.0 - TRANSFERS

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

#### ARTICLE 7.0 - WAGES

- 7.1 (a) Upon entering the apprenticeship program, the wage rate for an individual apprentice shall be established as the lesser of (i) the individual's wage rate immediately prior to entering the program, or (ii) the Production Associate Full Base Rate. This shall remain the wage rate for the apprentice until such time as the apprentice would become eligible to earn a higher wage rate under 7.1 (b) below.

(b) Apprentices shall be paid according to the schedule of wages below. Progression to successive wage levels will be at the recommendation of the Joint Apprenticeship Committee and the Apprentice Co-ordinator upon completion of the hours of training indicated.

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

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

#### ARTICLE 8.0 - APPRENTICESHIP TERMINATION

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

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

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

This shall not limit the right of the Apprentice Co-ordinator to submit to Employee Relations matters which that person feels should be brought to their attention. Nor does this limit the right of Employee Relations to investigate and act on such matters.

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

#### ARTICLE 9.0 - COMPLETION OF APPRENTICESHIP

9.1 Upon completion of the apprenticeship, the Joint Apprenticeship Committee will request the Technical Training Center to apply to the Ontario Training and Adjustment Board for the issuance of a Certificate of Completion of Apprenticeship to the apprentice.

9.2 Upon completion of the apprenticeship, vacation shall be selected utilizing trade seniority.

## ARTICLE 10.0 - APPLICATION

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

## APPENDIX C

### POWERHOUSE CONTINUOUS SHIFT OPERATION

#### OVERVIEW:

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

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

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

#### APPLICATION:

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

#### DESCRIPTION:

There are five (5) teams

On a regular scheduled shift each team requires:

One (1) Shift Engineer 2nd class

One (1) Shift Operator 3rd class

#### SHIFT PATTERN:

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

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

WEEK1	WEEK 2	WEEK 3	WEEK 4	WEEK 5
48 (4x12hr)	36 (3x12hr)	48 (4x12hr)	36 (3x12hr)	40 (5x8hr)

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

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

**HOURS OF WORK (SHIFT ASSIGNMENT):**

Day Shift (1st Shift). . . . . 0800 h - 2000 h (12 hour shift)  
Night Shift (2nd Shift). . . . . 2000 h - 0800 h (12 hour shift)  
Maintenance Relief Shift . . . . . 0700 h - 1530 h (8 hour shift)

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

**SCHEDULE POSTING:**

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

**CHANGES IN SHIFT ASSIGNMENT:**

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

**LUNCH PERIOD:**

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

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

**PREMIUM PAY FOR TEAM LEADERS:**

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

**SHIFT PREMIUM:**

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

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

## SUNDAY PREMIUM:

Employees shall receive a premium of one-quarter (.25 times base rate + COLA) for all hours worked on a shift where the majority of hours fall on Sunday, unless such hours are payable at an overtime premium rate under any other provisions of this agreement.

## OVERTIME PAY:

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

A Powerhouse employee shall be paid:

- (a) Time and one-half of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, except for Sunday and Holidays covered under (c) and (d).
- (b) Time and one-half of (base rate + COLA) for all hours worked in excess of 200 hours worked without overtime premium over a regular scheduled 5 week cycle. For the purpose of this calculation, regular hours not worked for any reason will be considered as hours worked without overtime premium. If the employee is scheduled to work less than 40 hours in the Maintenance Relief week due to a change in schedule, then overtime pay accumulated during the previous 4 week (12 hour) cycle will not be affected.
- (c) Double time of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, if hours worked are on a shift which where the majority of hours fall on Sunday.
- (d) Double time of (base rate + COLA) for all hours worked on a regularly scheduled shift where the majority of hours fall on a CAMI paid holiday. except during the Christmas-New Year Period as described hereafter.
- (e) Unless such hours qualify for double time under (c) or (d), time and one half of (base rate + COLA) for all hours worked during the 1st shift of a shift change, if the company fails to provide the required notice period of the change in the regular schedule shift assignment (30 calendar days of a permanent change of the regular shift assignment and 48 hours for a temporary change in the regular shift assignment).

## CAMI HOLIDAYS:

Employees who have attained seniority on or before the qualifier immediately preceding a Paid Holiday, shall receive eight hours pay at the employee's (base rate + COLA) for such paid holidays, providing the employee works their scheduled shift immediately preceding and following the paid holiday. This does not apply to December 25 and January 1, when they fall on a Saturday or Sunday (see (d) above).

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

- (a) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, except during the Christmas-New year period as described in Appendix C, plus eight (8) hours pay at the employee's (base rate + COLA) for such paid holiday, or
- (b) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, except during the Christmas-New year period as described in Appendix C, and the ability to schedule a subsequent day off, with eight (8) hours pay, in lieu of the holiday, while the employee is assigned to week 5 of the shift pattern. Such a day shall hereafter be referred to as a "banked" day.

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

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

It is understood that at no time shall an employee be allowed to have "banked" more than five (5) such days at any one time.

#### CHRISTMAS-NEW YEAR PERIOD:

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

#### JURY DUTY/BEREAVEMENT PAY:

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

#### VACATIONS:

Requests to take vacation time off will be reviewed by the supervisor and may be taken only by approval in advance by the supervisor. The actual hours of vacation taken will be equivalent to the regular hours scheduled on the days vacation is taken.

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

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

#### TEMPORARY ASSIGNMENTS:

3rd Class Shift Operator to 2nd Class Shift Engineer

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

#### PAY FOR KNOWLEDGE:

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

#### MUTUAL SHIFT CHANGES:

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

Each mutual shift change must be in writing, outlining the shift change, signed by both parties and given to the company before the change. Any differences in shift premium, Sunday premium, or overtime pay resulting from the change must be worked out by the employees. Each employee will continue to receive their regular pay for the mutual change period as if the change did not occur.

#### SENIORITY:

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

#### PAYROLL:

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

200 regular straight time hours



208 hours x \$0.25 continuous shift premium

84 hours x 10 % per hour night shift premium

24 hours x 1/4 Sunday premium

8 hours x 1 1/2 overtime

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

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

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

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

For each four weeks of 12 hour shifts

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

For 5th Maintenance

Relief Week

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

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

**GOVERNMENT APPROVAL:**

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

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

## APPENDIX D

### JOB SECURITY – SKILLED TRADES

#### MAINTENANCE PHILOSOPHY:

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

- (a) it is essential to CAMI's success that production equipment be maintained in such a way as to provide maximized operational availability and efficiency;
- (b) repairs required to maintain this condition must be performed in a timely fashion, with the maximum effectiveness and efficiency, and at the lowest practical cost;
- (c) CAMI's skilled trades workforce should be managed with the objective of maintaining their most effective involvement;
- (d) a well trained skilled trades workforce is essential to the mutual achievement of the above objectives.

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

For the purposes this appendix all references made to Skilled Trades employees shall include Apprentices.

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

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

#### JOB SECURITY:

In 1998, CAMI and the Union focused on the impact of contracting decisions and their impact on individual employees and their families and their communities. Recognizing that employment

levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide employees and their families with a measure of income security. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties negotiated the Job Security – Skilled Trades agreement during this set of negotiations.

Within this context, CAMI confirms the understandings reached during the 1998 negotiations regarding Skilled Trades concerns over work performed by outside contractors.

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

More specifically:

1. Planning – CAMI management shall meet semi-annually to review with the Skilled Trades committee person projected work loads regarding the installation, maintenance and repair of existing or new equipment and facilities.
2. Information – Advance notice of outside contract activities will be provided, in situations other than emergencies, at least ten (10) days in advance to permit meaningful discussion and a careful analysis of CAMI's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work including the number of trades persons required to perform the work.
3. Layoff / Recall – When Skilled Trades employees are on layoff in a trade, the nature of the work they regularly perform at CAMI, and consideration is given to outside contracting said work, CAMI skilled trades employees will be given first priority for the work, before letting the contract provided that they can perform the available work.
4. Full Utilization – It is the intention of CAMI to fully utilize its own skilled trades employees in the performance of the maintenance work they regularly perform at CAMI. Consistent with CAMI's current scheduling practice, when such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.
5. Implementation – This agreement will be implemented in full, within thirty (30) working days following the effective date of this Agreement. An extension to the above may be mutually agreed upon following discussions between the parties.

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

## APPENDIX E

### COST OF LIVING ALLOWANCE

Effective with the date of this agreement, sixty-eight cents (\$0.68) of the total of seventy-three cents (\$0.73) per hour cost of living allowance payable immediately prior to that date has been included in all Full Base Wage Rates and is included in the Full Base Wage Rates set forth in Paragraph 25.

For rates applicable to Production Associates, Production Support Groups and Production Team Leaders hired prior to September 21, 1998, who have not yet attained eighteen (18) months of seniority, this adjustment is made after the grow-in percentage has been applied to the Full Base Rates.

For rates applicable to Production Associates, Production Support Groups and Production Team Leaders hired on or after September 21, 1998, who have not yet attained eighteen (18) months of seniority, this adjustment is made before the grow-in percentage has been applied to the Full Base Rates.

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

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

December, 1998

March, 1999

June, 1999

These adjustments will be in the same amount as generated under the terms of the 1996 GM/CAW Master Agreement.

No COLA adjustment will be made in September 1999. Thereafter, through the termination date of this agreement, additions or subtractions to CAMI COLA will be in the same amount and on the same dates as additions or subtractions to the COLA paid under the terms of the then current GM/CAW Master Agreement (not including any fold-ins to base rate).

## APPENDIX F

### COMPENSATION

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

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

Base Rate<sub>1</sub>            the current rate corresponding to the rate paid to the "Technician-Production" classification under the 1996 GM/CAW Oshawa Local Wage Agreement.

Base Rate<sub>2</sub>            the current rate corresponding to the "Electrician" classification under the 1996 GM/CAW Oshawa Local Wage Agreement.

2. CAMI Full Base Wage Rates Effective September 21, 1998:

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

P.A. Full Base Rate Effective September 15, 1997 (\$22.12)  
+    Base Rate<sub>1</sub> increase effective October 28, 1996 (\$0.43)  
+    CAMI COLA fold-in effective September 21, 1998 (\$0.68)  
-----  
\$23.23

- B. CAMI Production Support Group Full Base Rate will be equal to:

CAMI P.A. Full Base Rate (\$23.23)  
  
+    \$0.30  
-----  
\$23.53

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

CAMI P.A. Full Base Rate (\$23.23)  
  
+    \$1.00  
-----  
\$24.23

D. CAMI Maintenance Associate (M.A.) and Shift Operator 2<sup>nd</sup> Class Base Rate will be equal to:

M.A. Base Rate Effective September 15, 1997 (\$26.28)  
+ Base Rate<sub>2</sub> increase effective October 28, 1996 (\$0.52)  
+ Base Rate<sub>2</sub> special increase effective October 28, 1996 (\$0.20)  
+ Technical Bonus (\$500) folded into Base Wage (\$0.24)  
+ CAMI COLA fold-in effective September 21, 1998 (\$0.68)  
-----  
\$27.92

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

M.A. Full Base Rate (\$27.92)  
+ \$.50  
-----  
\$28.42

F. CAMI Shift Operator 3<sup>rd</sup> Class Base Wage Rate will be equal to:

CAMI M.A. Base Rate (\$27.92)  
x .97 and rounded to nearest whole cent.  
-----  
\$27.08

3. CAMI Full Base Wage Rates Effective September 20, 1999:

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

P.A. Full Base Rate effective September 21, 1998 (\$23.23)  
+ Base Rate<sub>1</sub> increase as effective September 15, 1997 (\$0.45)  
-----  
\$23.68

B. CAMI Production Support Group Full Base Rate will be equal to:           

$$\begin{array}{r} \text{CAMI P.A. Full Base Rate} \quad (\underline{\$23.68}) \\ + \quad \underline{\$0.30} \\ \hline \underline{\$23.98} \end{array}$$

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

$$\begin{array}{r} \text{CAMI P.A. Full Base Rate} \quad (\underline{\$23.68}) \\ + \quad \$1.00 \\ \hline \underline{\$24.68} \end{array}$$

D. CAMI M.A. and Shift Operator 2<sup>nd</sup> Class Base Rate will be equal to:

$$\begin{array}{r} \text{M.A. Base Rate effective September } \underline{21}, 1998 \quad (\underline{\$27.92}) \\ + \quad \text{Base Rate}_2 \text{ increase as effective September } \underline{15}, 1997 \quad (\underline{\$0.54}) \\ \hline \underline{\$28.46} \end{array}$$

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

$$\begin{array}{r} \text{M.A. Base Rate} \quad (\underline{\$28.46}) \\ + \quad \$0.50 \\ \hline \underline{\$28.96} \end{array}$$

F. Shift Operators 3<sup>rd</sup> Class Base Rate will be equal to:

$$\begin{array}{r} \text{CAMI M.A. Base Rate} \quad (\underline{\$28.46}) \\ \times \quad .97 \quad (\text{rounded to the nearest full cent}) \\ \hline \underline{\$27.61} \end{array}$$

4. CAMI Full Base Rates Effective September 18, 2000:

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

$$\begin{array}{r} \text{P.A. Full Base Rate effective September } \underline{20}, 1999 \text{ } (\underline{\$23.68}) \\ + \quad \text{Base Rate}_1 \text{ increase as effective September } \underline{21}, 1998 \text{ } (\underline{\$0.46}) \\ \hline \underline{\$24.14} \end{array}$$

B. CAMI Production Support Group Full Base Rate will be equal to:

$$\begin{array}{r} \text{CAMI P.A. Full Base Rate } (\underline{\$24.14}) \\ + \quad \underline{\$0.30} \\ \hline \underline{\$24.44} \end{array}$$

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

$$\begin{array}{r} \text{CAMI P.A. Full Base Rate } (\underline{\$24.14}) \\ + \quad \underline{\$1.00} \\ \hline \underline{\$25.14} \end{array}$$

D. CAMI M.A. and Shift Operator 2<sup>nd</sup> Class Base Rate will be equal to:

$$\begin{array}{r} \text{M.A. Base Rate effective September } \underline{20}, 1999 \text{ } (\underline{\$28.46}) \\ + \quad \text{Base Rate}_2 \text{ increase as effective September } \underline{21}, 1998 \text{ } (\underline{\$0.55}) \\ \hline \underline{\$29.01} \end{array}$$

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

$$\text{M.A. Base Rate } (\underline{\$29.01})$$



+     \$0.50  
-----  
\$29.51

F. Shift Operator 3<sup>rd</sup> Class Base Rate will be equal to:

CAMI M.A.Base Rate (\$29.01)  
  
x     .97    (and rounded to the nearest full cent)  
-----  
\$28.14

5.A. For Production Associates, Production Support Group and Production Team Leaders hired on or after September 21, 1998, Base Rates when hired, and at successive stages of grow-in through seniority, are calculated from Full Base Rates derived in 2, 3, and 4 above, as follows:

85% Base Rate = .85 x Production Associate Full Base Rate  
90% Base Rate = .90 x Production Associate Full Base Rate  
95% Base Rate = .95 x Production Associate Full Base Rate

85% Base Rate = .85 x Production Support Group Full Base Rate  
90% Base Rate = .90 x Production Support Group Full Base Rate  
95% Base Rate = .95 x Production Support Group Full Base Rate

85% Base Rate = .85 x Production Team Leader Full Base Rate  
90% Base Rate = .90 x Production Team Leader Full Base Rate  
95% Base Rate = .95 x Production Team Leader Full Base Rate

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

B. For Production Associates, Production Support Groups and Production Team Leaders hired prior to September 21, 1998, so long as they are receiving less than the Full Base Rate, % Base rates will be calculated as follows =

(Full Base Rate as calculated in subsection A,B, & C of 2, 3 and 4 above minus \$0.68)  
x % adjustment + \$0.68

This will have the effect of providing the unreduced benefit of the sixty-eight cents (\$0.68) CAMI Cost of Living Allowance folded into base rates (see Appendix E).

6. In the event an employee is promoted from Production Associate to Production Team Leader during the employee's new hire progression period, such employee's Base Rate shall be increased when such employee demonstrates job proficiency as determined by CAMI.

Thereafter, such employee's Base Rate will be adjusted according to the Hire Rate progression schedule set forth in 5A above based on the employee's seniority.

## **APPENDIX G**

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

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

#### **1. REGULAR PRODUCTION**

- JHSC Worker Member for the Shift
- Alternate JHSC Worker Member for the Shift
- Plant Chairperson
- Individual Designated by the Plant Chairperson

#### **2. NON-PRODUCTION HOURS**

- Any one of the JHSC Worker Members or the JHSC Worker Member Alternates that are present, in that order. If none of the above persons are present and immediate Health and Safety Representation is required according to the OHS Act (eg. Work Refusal), the following call in sequence would apply.

- A) (12:00 A.M. to 4:00 A.M.)
  - Afternoon shift JHSC Worker Member
  - Afternoon shift JHSC Worker Member Alternate
  - Dayshift JHSC Worker Member
  - Dayshift JHSC Worker Member Alternate
  - Plant Chairperson
  - Individual Designated by the Plant Chairperson
  
- B) (4:00 A.M. to 7:00 A.M.)
  - Day shift JHSC Worker Member
  - Day shift JHSC Worker Member Alternate
  - Afternoon shift JHSC Worker Member
  - Afternoon shift JHSC Worker Member Alternate
  - Plant Chairperson
  - Individual Designated by the Plant Chairperson
  
- C) HOLIDAYS / VACATIONS / WEEKENDS etc.

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

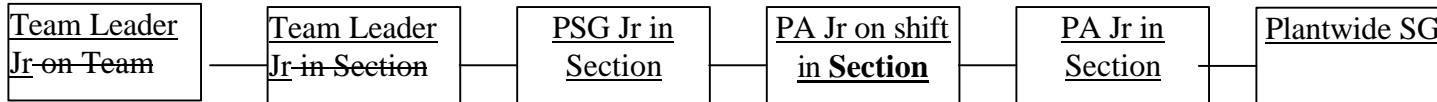
- \* The regular production sequences outlined above assume there is a two shift production operation. In the event that the number of production shifts were to change, the parties agree to modify this sequence in order to meet the needs.
  
- \* Upon reaching a collective agreement, the CAW National Union agrees to supply CAMI with the names of each of the JHSC Worker Members and their respective Alternates. Should any of the JHSC Worker Members or their alternates change throughout the course of this agreement, the CAW National Union will immediately supply CAMI, in writing, with the name(s) of the new JHSC Member(s) and/or the JHSC Worker Member Alternate(s).



APPENDIX H

WORK GROUP REDUCTION PROCESS

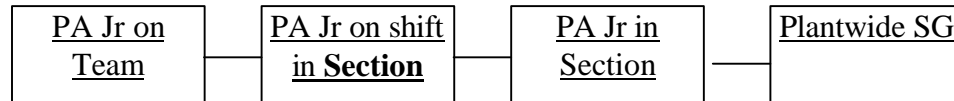
Team Leader Work Group



Production Support Group Work Group



Production Associate Work Group





APPENDIX I

UNION REPRESENTATION DURING PERIODS OF LAYOFF AND SUMMER SHUTDOWN

<u>POSITION</u>	<u>LAYOFF</u>	<u>SUMMER SHUTDOWN</u>
<u>Plant Chairperson (Days)</u>	<u>1 Employee in the plant (2 Powerhouse)</u>	<u>1Employee Skilled Trades In the plant on day shift</u>
<u>Zone Committeeperson</u>	<u>1 Employee in the zone on the Shift Minimum of 5 Committeepersons</u>	<u>No Less Than 5 Zone Committeepersons</u>
<u>Skilled Trades Committeeperson (Days)</u>	<u>1 Employee in trades</u>	<u>1 Employee In the Trades</u>
<u>Joint Health and Safety Committeeperson</u>	<u>1 Employee in the Plant on the Shift</u>	<u>50 Employees In the Plant on shift</u>
<u>Production Standards Committeeperson (Days)</u>	<u>400 Employees in Plant Except: 1) Model Changes 2) Takt Time Change 3) Linebalancing</u>	<u>400 Employees In the Plant Except: 1) Major Model Change 2) Takt Time Change 3) Linebalancing</u>
<u>Benefits Committeeperson (Days)</u>	<u>1 Employee in the Plant on the Day Shift ( Excluding 2 Powerhouse) 2 Representatives</u>	<u>1 Employee In the Plant on Day Shift (Excluding 2 Powerhouse) 2<sup>nd</sup> Rep. – 400 Employees in Plant</u>
<u>Human Rights/Employment Equity Committeeperson (Days)</u>	<u>1 Employee in Plant (Excluding 2 Powerhouse)</u>	<u>400 Employees In the Plant</u>
<u>Employee Assistance/Placement Committeeperson (Days)</u>	<u>1 Employee in Plant (Excluding 2 Powerhouse)</u>	<u>400 Employees In the Plant</u>

APPENDIX J

UNION REPRESENTATION DURING PERIODS OF OVERTIME

<u>POSITION</u>	<u>MANDATORY OVERTIME</u>	<u>VOLUNTARY OVERTIME</u>
<u>Plant Chairperson (Days)</u>	<u>1 Section on Days</u> <u>Exception of Stamping and Q.C. and M/H</u>	<u>** 10 Employees</u> <u>In the Plant on Day Shift</u> <u>(Excluding 2 Powerhouse)</u>
<u>Zone Committeeperson</u>	<u>Majority in Zone</u>	<u>* 10 Employees</u> <u>In the Zone on Shift</u>
<u>Skilled Trades</u> <u>Committeeperson (Days)</u>	<u>Majority of Skilled Trades on Day Shift</u>	<u>* 10 Employees</u> <u>In the Trades on Day Shift</u>
<u>Joint Health and Safety</u> <u>Committeeperson</u>	<u>1 Section on Shift</u> <u>Exception of Stamping</u> <u>And Q.C. and M/H</u>	<u>* 50 Employees</u> <u>In The Plant on Shift</u>
<u>Production Standards</u> <u>Committeeperson (Days)</u>	<u>2 Sections on Days</u> <u>Exception of Stamping</u> <u>and Q.C. and M/H</u>	<u>300 Employees</u> <u>In the Plant on Day Shift</u>
<u>Benefits Committeeperson (Days)</u>	<u>2 Sections on Days</u> <u>Exception of Stamping</u> <u>and Q.C. and M/H</u>	<u>300 Employees</u> <u>In the Plant on Day Shift</u>
<u>Human Rights/Employment Equity</u> <u>Committeeperson (Days)</u>	<u>2 Sections on Days</u> <u>Exception of Stamping</u> <u>and Q.C. and M/H</u>	<u>300 Employees</u> <u>In the Plant on Day Shift</u>
<u>Employee Assistance/Placement</u> <u>Committeeperson (Days)</u>	<u>2 Sections on Days</u> <u>Exception of Stamping</u> <u>and Q.C. and M/H</u>	<u>300 Employees</u> <u>In the Plant on Day Shift</u>

\* Alternate Offered If Committeeperson Declines

\*\* Zone Committeeperson Offered If Plant Chair Declines



LETTER 1

**ALTERNATIVE METHODS FOR MISSED PAYMENTS UNDER CANADA  
SAVINGS BOND PAYROLL SAVINGS PLAN**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

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

Yours truly,

Ron P. Thachuk  
Manager, Human Resources

LETTER 2

**PLACEMENT PROCEDURE FOR PERMANENTLY DISABLED EMPLOYEES**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J.Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr.Graham:

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

These agreed guidelines will be followed:

1. The injured worker must report to the CAMI Health Centre, bringing with them all medical notes and documentation with respect to their medical diagnosis and level of disability, and applicable restrictions. Restrictions must be written by either a Specialist or the Workplace Safety and Insurance Board (WSIB) or as agreed to mutually by the committee. The CAMI Health Centre will provide a copy of the Permanent Restrictions, with written consent of the employee, to the Employee Assistance/Substance Abuse/Placement Committeeperson.
2. Suitable work will be identified according to the steps listed below, and will be offered in accordance with seniority, or other provisions of the collective agreement. The steps taken to search for suitable work for the disabled employee will be documented by the Placement Coordinator and the Employee Assistance/Substance Abuse/Placement Committeeperson. When a permanent placement is to be made, written notification will be provided to the Plant Chairperson and the affected Zone Committeeperson. The Zone Committeeperson will also receive written notification of all temporary placements under Letter 2.
3. The initial search for suitable work (the ability to perform at least 50% of the jobs on the team) will be in the employee's team of record (last permanently documented team). CAMI will endeavour to accommodate the essential duties of the work through workplace modifications.
4. If unsuccessful in step three, the search expands in the order of teams as mutually agreed to by the Placement Review Committee.

5. If unsuccessful in step four, the same steps will be followed considering the ability to perform less than 50% of the jobs on the team, but greater than one job, commencing with the employee's team of record.
6. If step five is unsuccessful, the same procedure will be followed considering singular work .
7. When a Permanently Disabled Employee becomes permanently placed on a team they will displace the junior employee of the combined shifts on the team and that becomes the Permanently Disabled Employees team of record.

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 3

**CAMI INITIATED CHANGES OF SHIFT**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

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

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

Yours truly,

Walt Bordian  
Director, Employee Relations, Security and Safety

LETTER 4

**DRUG AND ALCOHOL TESTING**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 5

**EMPLOYEE'S ELIGIBILITY FOR BEREAVEMENT PAY INVOLVING SPOUSAL  
RELATIONSHIP AND SUPPLEMENTAL VACATION SPOUSAL  
COORDINATION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

In order to establish an employee's eligibility for bereavement pay and supplemental vacation spousal coordination in situations involving a spousal relationship, the spouse of record will be the person identified to CAMI on the Health Care Coverage Form or, upon proof of legal responsibility for the provision of Health Care for the spouse of record, the spouse will be the person identified to CAMI on the Cohabiting Form.

Yours truly,

Ron P. Thachuk  
Manager, Human Resources

LETTER 6

**EMPLOYEE PRODUCT PURCHASE PROGRAM**

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
CAW Local 88

Dear Mr. Reuter:

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

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

Yours truly,

Ron P. Thachuk,  
Manager, Human Resources

LETTER 7

**EMPLOYEE RESIGNATIONS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

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

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

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

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel



LETTER 8

**ENVIRONMENTAL COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

The committee shall:

- Meet four (4) times annually at mutually agreeable times, or more frequently as the Committee deems necessary, to review and discuss issues involving the environment recycling and energy conservation which are of concern to CAMI employees.
- Discuss and make possible recommendations regarding possible future environmental recycling or energy conservation programs.
- Promote and support ongoing programs relating to environmental recycling and energy conservation.
- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Be agreed that environmental issues and statistics pertaining to CAMI discussed at this committee are to be held confidential if so requested by any member.

- Be granted such preparation time, prior to each Committee meeting or scheduled activity, as the Committee deems necessary.

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

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 9

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

**REFERENCE GROUPS**

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

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

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

1. On Saturday, Sundays and Paid Holidays the reference group selected would be that team which would normally be scheduled to work on the shift in the week of the opportunity. When during the course of the overtime opportunity it becomes necessary to schedule an extension to the overtime opportunity the reference group selected would be those persons who are currently working the overtime opportunity. Such shift extensions would not extend beyond 4 hours into the next shift.
2. On evening shift when the shift is extended for the purposes of doing work the reference group normally performs.
3. On the day shift when there is an opportunity to work prior to the shift, the reference group selected would be the group which normally performs the work, from day shift.
4. On the day shift when the shift is extended for the purposes of doing work the reference group normally performs.

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

#### SUPPLEMENTATION

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

- (i) on weekends where the reference group on the shift of the opportunity has been exhausted, other persons on the corresponding reference group on the other shift may be asked, but only if the overtime opportunity still exists;
- (ii) on the evening shift (to work overtime beyond regular hours), CAMI may offer the overtime to other persons and/or teams on the shift based on their ability to perform the work required;
- (iii) on the evening shift from the day shift (to supplement the evening shift), every effort will be made to offer such overtime to those Production Associates assigned to the corresponding team on the day shift.

#### RECORDING/TRACKING

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the employee would have been paid if they had

worked. If an employee accepts or declines 4 hours at time and a half, they are credited with  $4 \times 1.5 = 6$  hours of opportunity.

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

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

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

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

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

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

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

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

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

An employee joining a newly formed reference group, which had not previously existed, along with other new Team Members, will have all hours carried from their previous group allocated to zero (0) hours. Should a reference group be restructured in such a manner that two or more new reference groups are formed, the new reference group(s) shall carry no hours from the

original reference group. The effect shall be to start the new reference group(s) with a base of “zero” hours.

#### MUTUAL EXCHANGES OF SHIFT

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

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

#### RECORDING/YEAR END

On January 1, 1999 and on that date of each year thereafter, the totals for all employees will be adjusted. For each reference group, the member with the lowest number of hours will be set at “zero”. The totals for all of the other members in the group will be lowered maintaining the differences between them.

#### EQUITABLE DISTRIBUTION

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

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

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

## NOTICE

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

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 10

**EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY – PRODUCTION SUPPORT GROUPS AND TEAM LEADERS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

**AGREEMENT ON THE EQUITABLE DISTRIBUTION OF OVERTIME OPPORTUNITY - PRODUCTION SUPPORT GROUPS (PSG) AND TEAM LEADERS**

**REFERENCE GROUPS**

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

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

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



1. On Saturday, Sundays and Paid Holidays the reference group selected would be the one which would normally be scheduled to work on the shift in the week of the opportunity. When during the course of the overtime opportunity it becomes necessary to schedule an extension to the overtime opportunity the reference group selected would be those persons who are currently working the overtime opportunity. Such shift extensions would not extend beyond 4 hours into the next shift.
2. On evening shift when the shift is extended for the purposes of doing work the reference group normally performs.
3. On the day shift when there is an opportunity to work prior to the shift, the reference group selected would be the group which normally performs the work, from day shift.
4. On the day shift when the shift is extended for the purposes of doing work the reference group normally performs.

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

#### SUPPLEMENTATION

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

- (i) on weekends where the reference group on the shift of the opportunity has been exhausted, other persons on the corresponding reference group on the other shift may be asked, but only if the overtime opportunity still exists;
- (ii) on the evening shift (to work overtime beyond regular hours), CAMI may offer the overtime to other persons and/or reference groups on the shift based on their ability to perform the work required;
- (iii) on the evening shift from the day shift(to supplement the evening shift), every effort will be made to offer such overtime to those employees assigned to the corresponding reference group on the day shift.

#### RECORDING/TRACKING

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the employees would have been paid if they had

worked. If an employee accepts or declines 4 hours at time and a half, they are credited with  $4 \times 1.5 = 6$  hours of opportunity.

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

Team Leader overtime for the purpose of major model change meetings (one year floating window) will be tracked separately on the overtime equalization sheet and therefore any gaps in the overtime equalization that are a direct result of the above, will not be subject to the thirty (36) hour gap provisions of this letter.

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

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

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

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

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

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

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

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

An employee joining a newly formed reference group, which had not previously existed, along with other new employees, will have all hours carried from their previous group allocated to zero (0) hours. Should a reference group be restructured in such a manner that two or more new reference groups are formed, the new reference group(s) shall carry no hours from the original reference group. The effect shall be to start the new reference group(s) with a base of "zero" hours.

#### MUTUAL EXCHANGES OF SHIFT

Employees on a Mutual Exchange of Shift and therefore in another reference group as a result, shall assume the recorded numbers of hours total of the individual with whom they have exchanged.

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

#### RECORDING/YEAR END

On January 1, 1999 and on that date of each year thereafter, the totals for all employees will be adjusted. For each reference group, the member with the lowest number of hours will be set at "zero". The totals for all of the other members in the group will be lowered maintaining the differences between them.

#### EQUITABLE DISTRIBUTION

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

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

accrue such opportunity as to be within the gap, the concern of the employee shall be considered resolved.

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

#### NOTICE

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

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 11

**HOLIDAY PAY QUALIFIER - MATERNITY/PARENTAL/ADOPTION LEAVES**

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Graham:

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

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

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 12

## HOURS OF WORK AND MANDATORY OVERTIME NOTIFICATION

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
CAW Local 88

Dear Mr. Reuter:

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

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

- i) On or about the 15th of each month, Production Management will provide a tentative production schedule for the following month outlining the number of units scheduled for each product and shift with the corresponding shift schedule including mandatory overtime. The memorandum will be signed by the VP/Director of Production and Union Chairperson and posted in all departments.
- ii) Production Managers will be responsible for consulting with the Union and notifying employees of the daily changes to the tentative production schedule to accommodate such unforeseen production items as production inefficiencies, parts shortages and equipment breakdown, etc. The Production Manager, after advising the appropriate In-Plant Committee Union Representative, will notify in writing any daily changes in the production schedule by posting said notification(s) at the Main Gate-both ground and mezzanine levels as well as at the North and South Gates according to the following notification procedure.

by 10:00 p.m. - Thursday      - following - Monday  
Hrs of mandatory OT

by 10:00 p.m. - Friday      - following - Tuesday  
Hrs of mandatory OT

by 10:00 p.m. - Monday      - following - Wednesday  
Hrs of mandatory OT

by 10:00 p.m. - Tuesday      - following - Thursday

Hrs of mandatory OT

- Friday No mandatory OT

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

noon	-Friday	-following - Saturday
		Hrs of mandatory OT

Yours truly,

Ron P. Thachuk  
Manager, Human Resources

LETTER 13

**JOINT EMPLOYMENT EQUITY COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

The structure of the committee will be three (3) representatives from the Union and three (3) representatives from CAMI. The Union representatives will be the Chairperson or designate, Human Rights / Employment Equity Committeeperson, and one (1) Bargaining Unit employee as appointed by the Union. The CAMI representatives will be the Manager of Human Resources, a Human Resource Representative and a representative from Production Management. Each party will ensure that one of their members is a designated group member.

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

The primary role of the Human Rights / Employment Equity Committeeperson will be to actively promote measures to ensure employment equity for all bargaining unit employees at CAMI and make appropriate recommendations to management.



Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 14

**JOB SECURITY**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

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

It is also understood that there are occasions such as when a sale of part of the Company or job loss related to other restructuring is being contemplated, that it may not be practical to adhere to the above time limits. Actions related to the installation of new equipment as a result of a machine breakdown or plant rearrangement necessitated as a result of an Act of God or other causes beyond the control of the Company were identified as examples. In such instances the Company will advise the Union as far in advance as possible of the pending action and will provide the reasons why the full notice period cannot be met. In such cases, every consideration will be given to delaying the implementation of the action until such time as the notice period has been fulfilled. This commitment is made, giving full

recognition that plant operational effectiveness, the degree to which Company resources can be allocated to further capital expenditures and changes which enhance job opportunities and the long-term viability of the unit are important considerations that must be assessed.

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

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

- 1) Restructuring actions resulting in permanent reduction of the workforce.
- 2) The closure of the plant.

The separate situations are detailed as follows:

#### Restructuring

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

- 1) Employees with less than one year of seniority will be placed on layoff.
- 2) If the number of jobs losses exceed number (1) employees will be offered, by seniority, the opportunity to apply for Voluntary Termination of Employment Payment (VTEP).
- 3) For retirement eligible employees, under Supplemental Agreement, Pension Plan, Exhibit C-2, provisions of Supplemental Agreement, Exhibit D-4, regarding Retirement Allowance Option – Job Security will apply.

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

#### Plant Closing

Employees who have five (5) or more years of seniority will be eligible for a Voluntary Termination of Employment Payment (VTEP). For eligible employees, provisions of Supplemental Agreement, Exhibit D-4, regarding Retirement Allowance Option – Job Security and Pre-Retirement Income Maintenance Plan (PRIMP) will apply.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 15

## MUTUAL EXCHANGE OF SHIFT

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

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

### GUIDELINES FOR MUTUAL SHIFT CHANGES

- 1) Employees who wish to undertake a Mutual Shift Change bear full responsibility to make all necessary arrangements in connection with such changes.
- 2) The employees involved must submit the Mutual Shift Change Request to their respective Area Leaders at least three (3) working days in advance of the effective date of such change, except in the case of an emergency, when no less than one (1) working day notice must be given to the Area Leaders to allow for approval.
- 3) The change of shift is restricted to employees working on the same team on the opposite shift (or in some cases to employees engaged in similar work on the opposite shift), where the employees have relatively the same skills and abilities to perform the work required.

- 4) The Mutual Shift Change will be for the period specified with a maximum duration of one year. If the employee(s) wish(es) to continue the change they MUST re-submit their request for approval at least two (2) weeks prior to the expiration of the current Mutual Shift Change. The maximum length for each subsequent change shall be one (1) year.
- 5) Both CAMI and the Union agree that a reasonable amount of time should be required for individuals to rest between shifts. Reasons include employee safety, alertness and the safety of others. Keeping this in mind, both parties agree that there should be a minimum period of six (6) hours between switches of shift as a general guideline when administering this program.
- 6) If one of the employees involved in the Mutual Change becomes unavailable for work, or is unable to perform the duties required for a period in excess of one (1) week the Mutual Shift Change may be cancelled. When cancellation of a Mutual Shift Change becomes necessary, employees will be notified by their Area Leaders of the effective date and reason of cancellation. If such a situation develops, and the other employee wishes to continue the Mutual Shift Change, that employee must find some other employee who wishes to change shifts and re-submit a new request.
- 7) In the instance where an employee involved in a Mutual Shift Change is reassigned through the application of Paragraph 22 of the Collective Agreement, the Mutual Exchange of Shift shall be cancelled.
- 8) Shift Premiums available to employees during periods of Mutual Shift Change shall be dealt with as follows:
  - a) in instances of Mutual Shift Changes of less than one complete pay period (one day or more) no payroll adjustments shall be made.
  - b) in instances of Mutual Shift Changes for one (1) full pay period (Monday to Sunday) or more, the Area Leaders involved will code these exceptions on the appropriate time sheets.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 16

**NEW HIRE ORIENTATION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

CAMI agreed to consider the expansion of the component of the training done by the Union based on the development of a mutually acceptable standardized training package. It was suggested that a videotaped format may be most appropriate for this training. Such training would not exceed sixteen (16) hours. All such training shall be performed by a Union Committeeperson on day shift at the time.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 17

**NORTH/SOUTH GATE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. M. Reuter  
Plant Chairperson  
Local 88 CAW

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

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

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

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

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security



LETTER 18

**OVERTIME OPPORTUNITIES FOR SPECIALTY REPRESENTATIVES**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

It was understood that should the specialty representatives, over a period of time, have a reduced level of opportunity, some mutually acceptable arrangement would be considered to provide additional overtime opportunities. Such an arrangement could include the provision of overtime opportunity on the regular team or in a representational capacity.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 19

**PAID EDUCATIONAL LEAVE PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

Effective September 21, 1998 CAMI agrees to pay into a special fund five (5) cents per hour per employee for the total number of hours for which employees shall have received pay from CAMI, for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union Functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. - Canada, and sent by CAMI to the CAW Paid Education Leave Training Program Trust Fund, P.O. Box 897, Port Elgin, Ontario N0H 2C0. Such monies will be paid into a pooled trust but segregated for use of CAMI employees only.

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

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

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 20

**PAY ARRANGEMENTS FOR UNION LEAVES OF ABSENCE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

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

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 21

**PRODUCTION LINE SPEEDS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ont.

Dear Mr. Graham:

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

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

Further it is recognized that the accessibility to physically alter conveyor line speeds shall be limited to department Assistant Managers, Managers, Maintenance and Engineering. Adjustment to line speeds which affect the level of required staffing will be communicated to the Production Standards Committeeperson. The Production Standards Committeeperson will have access to the appropriate Plant Line Speed Monitors.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 22

## PRODUCTION STANDARDS

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ont.

Dear Mr. Graham:

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

- (i) Model mix will be taken into account in establishing and/or changing production standards. Work assignments will be made in accordance with line speeds and available work space and the expected normal model mix and option equipment. When it is necessary to adjust the normal scheduled mix, which results in more or less work being required, compensating adjustments in work assignments, the number of employees assigned, spacing of units, line speed or any combination thereof will be made. This includes the appropriate use of the andon system and Team Leaders effectively carrying out their duties. Local arrangements will be made to establish procedures which will provide advance knowledge of model mix changes and the Area Leader, once notified, will make compensating adjustments in a timely manner. The Production Assistant Manager will ensure such accommodating adjustments are maintained. The Company will advise the Production Standards Committeeperson when additional employees are required, over the standard, to effect a compensating adjustment.
- (ii) After the production standard has been established and an element is subsequently changed because of engineering changes, a change in method, machinery, layout or tools the workstation standard will be adjusted.
- (iii) Circumstances affecting the time of performance of a particular operation that were not taken into account in establishing a production standard are known as Non-Standard Conditions. When Non-Standard Conditions exist which adversely affect the operation, an employee who is following the prescribed method and using the tools provided in the prescribed method and working at the expected reasonable working capacity of a normal experienced employee, will not be

disciplined for failure to obtain an expected amount of production at that workstation. It is expected that when such non-standard conditions arise, proper use of the andon system will be utilized and the Team Leader and/or Area Leader will be communicated to. The Team Leader will be expected to take appropriate action as pertaining to the duties of a Team Leader. The Area Leader, once notified, will make accommodating adjustments. The Production Assistant Manager will ensure such accommodating adjustments are maintained.

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

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

#### Time Standards Dispute Mechanism

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

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

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

the concern will be returned to the team before proceeding. The Area Leader shall utilize the necessary resource groups to evaluate and resolve the concern at this stage.

If not resolved, the Area Leader will contact the Industrial Engineering group and inform the Production Standards Committeeperson of the concern. The Area Leader and the Assistant Manager will address process capability to within the allotted time standard (ie. use of the andon system or provide assistance to the process, etc.), if necessary. Upon receipt of the dispute form, the Area Leader shall have three (3) working days to complete this step.

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

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

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

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

5. The team member(s), Team Leader and Area Leader shall make an effort to make improvements and correct the concern to the allotted time





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

It is mutually agreed upon that the Production Standards Committeeperson shall represent employees in disputes under the procedures outlined and in such disputes, provide recommendations for resolution, taking into consideration the work elements of the job and that standardized work has been followed.

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

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 23

**PRODUCTION SUPPORT GROUP**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham:  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

2. Openings and reductions within the P.S.G. will be accordance with the provisions of Paragraph 22 of the Labour Agreement.
3. In those sections with more than one (1) P.S.G., CAMI will assign each a primary area of responsibility. However, it is recognized and agreed that it may be necessary to assign employees from one P.S.G. area to tasks normally performed by employees from another P.S.G. area.
4. Provisions of Paragraph 22(e) as they pertain to temporary assignments shall not apply to the P.S.G.
5. For purposes of overtime, each P.S.G. will be considered as a separate reference group. The provisions of Paragraph 46 and Letter 10 shall apply.
6. CAMI will establish, on a plant-wide basis, a Supplemental Group (S.G.) to which the following will apply:

- (i) The function of the Supplemental Group shall be to augment, as required, Production in the performance of its duties.
- (ii) For purposes of overtime, Supplemental Group employees shall supplement the P.S.G. reference group(s) within their section.
- (iii) Employees assigned to the Supplemental Group shall have right of recall to openings within their former section for a period of six (6) months. Employees who either post to a vacancy or reject an opportunity to be recalled to their section will forfeit their recall rights. In the event that it is necessary to add headcount to the section, such individuals will be assigned to the existing vacancies by high seniority volunteer - low seniority force. Should the opening within the section be on either a repair or check team, CAMI will afford the Union an opportunity to provide input before a final decision is made.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 24

**QUALITY**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 25

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

In the event an employee receives an overpayment, the following procedure will be followed. No deductions to recover overpayments from an employee's wages will be made unless the employee is first notified in writing. The notice will specify the amount of the overpayment and the amount of each deduction to recover the overpayment. Recovery of overpayments will be deducted seven (7) days from the pay period following the date of the Company written notification. The recovery of the overpayment will be deducted from the employee's pay up to an amount of four (4) hours pay at the straight time. If the amount is greater than four (4) hours pay at the straight time rate, then that amount will be deducted from the pay period and then a maximum amount of one hundred dollars (\$100.00) from each subsequent pay period thereafter until the full amount is recovered. No repayment shall be required if notice has not been given within one hundred twenty (120) days from the date of the overpayment, except that no such time limitation shall be applicable in cases of fraud or wilful misrepresentation.

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 26

**SPECIAL PAYMENT**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During current negotiations, CAMI agreed to pay employee nine hundred dollars (\$900) Special Payment. Five hundred dollars (\$500) of this amount will be payable in December in each year of the current Labour Agreement with eligibility based upon working 1000 hours or more in the preceding vacation year. Four hundred dollars (\$400) of this amount will be payable in June in each year of the current Labour Agreement with eligibility based upon working 1000 hours in the preceding vacation year. "Hours Worked" for the 1000 hour qualification provision shall include paid holidays, jury duty, maternity, parental, adoption and bereavement leave. Absent time for which an employee is absent on approved Union leave of absence or Workplace Safety and Insurance Board benefits shall also be considered as "hours worked", provided the employee works during the preceding vacation year. If the employee works less than 1000 hours their Special Payment should be reduced by five (5%) percent for each fifty (50) hours for which the employee failed to work the minimum hours.

Employees on active at work status as of each separate payment date will receive the Special Payment on the last pay date in June and the second pay date of December in each year of this contract. Notwithstanding the preceding, in the case of an employee who is on temporary layoff status or a leave of absence as of the payment date will be eligible for and will receive the Special Payment following their return to work.

Yours truly,

R.R.Jess  
Vice-President, Personnel

LETTER 27

**PAYMENT OF SUPPLEMENTAL UNEMPLOYMENT BENEFITS DURING  
TEMPORARY LAYOFF**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Graham:

CAMI Automotive Inc. and the Union have agreed upon a process for the payment of Supplemental Unemployment Benefits (SUBenefits) during temporary layoffs at CAMI.

Employees must complete an Application for SUBenefits. SUBenefits will not be paid if this application is not completed and returned to Team Member Services. Based on this application, CAMI will file application forms electronically with Human Resources Development Canada (HRDC) in order to activate each employee's EI claim.

According to the SUBenefit agreement, Payroll would wait for proof of Employment Insurance (EI) Benefits before paying the SUB top up. In an effort to pay SUBenefits to our employees as promptly as possible we have agreed to revise this process for any temporary layoff periods.

Employees are entitled to receive SUBenefit level of earnings for the second week of the two week EI waiting period within a 52 week period. This amount will be deposited into their accounts on the Thursday after their second week without earnings. Subsequent SUB payments from CAMI will be deposited into the Team Member's account the Thursday following entitlement. Again this is contingent upon being eligible and in receipt of EI benefits.

If an employee is due any other monies during a layoff week Payroll will not pay SUBenefits in advance of receipt of proof of the impact on EI earnings. Payroll will verify that team members have not been overpaid between EI and SUBenefits when we receive the notification files from EI. If it is later determined that the team member has been overpaid SUBenefits the full amount of the overpayment will be deducted from his/her next pay.

The intent of this agreement is to provide consistent earnings for our employees. Both parties agree to monitor and work towards smooth SUB payments.



Yours truly,

R.R. Jess

Vice-President, Personnel

LETTER 28

## **TRAINING REVIEW COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

The committee will be responsible for:

- the review of the existing training program at CAMI;
- the identification, assessment of training requirements (such as pre-apprenticeship training, ergonomics, member orientation, auto sector, etc.)
- making recommendations concerning the nature and content of training under development for CAMI employees;
- assistance in the preparation and review of a CAMI training strategy;
- the exploration of government funding for various training programs; and
- support of the overall objectives of the CAMI training strategy by encouraging employees to actively and effectively participate.

During these negotiations the parties acknowledged CAMI's commitment to training, but the Union requested that the Company make a specific commitment for sixteen (16) hours of training for each active employee over the life of the Agreement. CAMI agrees to provide the requested amount of training. The nature of the training and its' delivery will be subject matter for the CAMI – CAW Training Review Committee.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 29

## **TUITION REFUND**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

### **CAMI TUITION REFUND PROGRAM**

#### **Purpose**

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

#### **Eligibility**

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

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

#### **Reimbursement**

Upon receiving approval for the course, the employee will be required to submit an official receipt in order to receive reimbursement for the course. Such receipts must be provided on the institution's letterhead or stamped with the logo or seal of the institution. The employee will be required to provide, within twelve (12) weeks of completion of the course, a summary of the course content and related value, and evidence of successful completion.

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

- (i) fails to complete the course, or

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

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

#### Approved Courses

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

#### Approved Institutions

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

#### Amount Refundable

Limits refundable per employee per calendar year are as follows:

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

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

#### Types of Fees Refundable

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

#### Time Required for Attendance and Study

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

Yours truly,

R. R. Jess  
Vice-President, Personnel  
LETTER 30

## **VAN POOLING**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham

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

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

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

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 31

## SKILLED TRADES TRAINING

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
CAW Local 88

Dear Mr. Reuter:

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

1. CAMI agrees to maintain the current practice of having a Maintenance Associate designated by the Union and agreed to by CAMI, assigned to the development of the Skilled Trades training program. In the event this Maintenance Associate is utilized for the purposes of backfilling for those Maintenance Associates assisting in the development and/or delivery of training related assignments, he/she shall be considered as temporarily assigned even though they may have exceeded the thirty (30) day limit for temporary transfers as specified in Paragraph 22 (a) of the Labour Agreement.
2. In recognition of multifunctionalism, training matrices displaying each tradesperson will be developed and maintained to ensure a continual evaluation of training status as related to technological requirements. Training opportunities will be distributed based on individual requirements, with final approval being at the discretion of CAMI management.
3. The present practice of utilizing voluntary Skilled Trades Training Co-ordinators in each department will continue. The scope of their assignment is to be determined consistent with prevailing business conditions.
4. One full time trainer position will be posted as a position for plantwide training by September 21, 1998. This position will be filled by a tradesperson representing a different trade from the position designated by the Union.
5. An additional trainer will be given consideration after a full review of the present and planned duties of the Maintenance Associates assigned to the Technical Training Center.
6. The present practice of utilizing Maintenance Associates as in-house departmental trainers will continue. A committee comprising of four (4) persons, two (2)

members representing CAMI and two (2) members representing the Union, will select such trainers. Both members representing the Union will be appointed by the Local Union and will represent a different trade. One member representing CAMI will have a trades related background. The Committee will be formed by October 1, 1998 and will develop a trainer selection criteria with a points based system. Selection criteria to be applied to all future in-house departmental training positions.

The parties recognize the benefits of a selection committee. By April 1, 2000 the committee will become a selection committee comprised of four (4) persons representing the Union.

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

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security



LETTER 32

**KAIZEN SHOPS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

CAMI and the Union recognize the importance of an organizational focus on kaizen as it relates to the continuous improvement of the production processes, equipment and workplace in general. Kaizen is critical to the ongoing ability of the business to adapt and remain competitive. The essential ingredients of providing support to production, through kaizen, are expeditious project completion, project ownership and end user acceptance.

CAMI and the Union agreed that Kaizen activities, jointly developed and accomplished by Production Associate(s) and Maintenance Associate(s), will be implemented so as to improve safety conditions, ergonomic conditions, quality performance and equipment reliability. Mutual areas of concern were discussed regarding the roles of Production Associates and Maintenance Associates and their respective scope of work in the Kaizen Shop(s). CAMI and the Union agreed Kaizen projects that involve the following key elements will be performed by the skilled trades group;

- i) Safety - work involving the installation or modification of safety devices, guarding or railings, including the installation of equipment;
- ii) Overhead Work – installation of overhead equipment that must be secured to structural components;
- iii) Electrical work – installation of photoeyes, proximity switches, electrical fixtures, wiring and related components;
- iv) Movement under force – installation and use of air and hydraulic driven motors and cylinders, and related components.

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 33

**MULTIFUNCTIONALISM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 34

## **SMALL TOOL REPAIR**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

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

1. Team Leaders and Production Associates

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

2. Materials Tool Coordinator

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

3. Maintenance Associates

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

4. Manufacturers (outside support)

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 35

**ELECTRONIC REPAIR SHOP**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations the parties discussed the potential for establishment of an Electronics Repair facility at CAMI. Both parties agree that the establishment of such an operation is contingent on sound business practice, considering the cost of initial set-up, operational expense(s) and the cost of outside repair.

The parties agree the staffing of such a facility shall be by a plant-wide posting for one electrician.

To properly evaluate the feasibility of such a facility, the parties agree that the Electronics Repair facility will be set up on a one year trial basis. During such period the scope of work will be evaluated with full consideration given to permanent establishment if a sound business case can be determined.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 36

**TRADES LICENSES**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 37

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

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

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

These provisions do not apply to travel outside North America.

Yours truly,

R. R. Jess  
Vice-President, Personnel





LETTER 38

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

It was further agreed that in order to effectively adopt and implement the new system that all existing overtime records shall be disregarded at the time of transition. The effect shall be to start the new system with a "clean slate" i.e. all members of each reference group shall be allocated zero (0) hours on October 1, 1998. It was further agreed that adoption of the following guidelines would also take place on October 1, 1998.

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

**REFERENCE GROUPS**

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

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

- (1) The reference group for a Maintenance Associate (M.A.) (except the Operating Engineers) shall be dependent on the trade of the individual and the day of the overtime opportunity.
  - a. During the week (Monday to Friday) the reference group shall be defined as the group of employees in the same department and on the same shift in the same trade i.e. when overtime is required beyond the end of the regular shift, during the shift or before the start of the regular shift.

- b. For overtime on day shift on Saturdays, Sundays and Paid Holidays the reference group shall be defined as that group of employees in the plant in the same trade, except that work on Friday night beyond the evening shift or on Monday before the midnight shift shall be made available in the same manner as (a) above.
- (2) The reference group for the Operating Engineers shall be that group of available employees with the skills, ability and qualifications to perform the work required.

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

#### SUPPLEMENTATION

CAMI and the Union agree that in such instances as the reference group has been exhausted, other persons capable of performing the work may be asked, primarily those employees in the same trade. In such instances, with time permitting, the Skilled Trades Committee person will have input in those situation(s) where supplementation may be required outside of the trade.

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

#### FIFTY PERCENT (50 %) RULE

In instances of weekend overtime or paid Holidays as provided in the collective agreement, the department shall be required to offer overtime utilizing the plantwide overtime equalization list. No department shall be required to offer overtime to M.A.'s in another department when so doing would mean that the workforce which ultimately works is made up of less than fifty percent (50 %) of M.A.'s from the department where the overtime would be worked.

To ensure the timely completion of a plantwide overtime canvas required to implement the 50% rule, Maintenance Associate(s) will accept or decline overtime opportunity without delay.

#### APPRENTICE OVERTIME OPPORTUNITIES

Apprentices, in accordance with the Standards of Apprenticeship, shall not be offered overtime, except as training opportunities, until all M.A.'s in the appropriate trade group in the plant have been offered the opportunity to work the overtime.

In those instances in which overtime, which is not a specific training opportunity for an apprentice, becomes available for an apprentice it shall be offered to an apprentice in the department in which the overtime is to be worked.

This is not intended to limit in any way the ability of CAMI to offer apprentices overtime opportunities for the purpose of making available training or experience which they would otherwise not obtain.

#### RECORDING/TRACKING

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

Every opportunity made available to an individual shall be recorded, except that no individual shall be charged for the same opportunity more than once. A declined opportunity to work overtime shall not be deemed to have been withdrawn even though other individuals may not have been asked.

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

On Saturdays, Sundays and paid Holidays as provided in the collective agreement, when overtime opportunity is offered to the entire reference group, Maintenance Associates will be credited for all hours offered regardless of the reason, excluding the seven (7) day period of Supplemental Vacation.

A tracking form has been developed for use in recording opportunity. It is a weekly recording of all hours of overtime accepted and declined with totals being carried over to the next week.

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

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

A Maintenance Associate unavailable or absent from the group for fifteen (15) calendar days or more will return to the group with the average hours of all the members of the group, or the employee's actual total accredited prior to the absence, whichever is higher.

Calculation of the average as mentioned above shall not include the hours of:

- a) The Maintenance Associate(s) going into the reference group as a new hire or as the result of a reassignment or posting.

- b) The Maintenance Associate(s) whose absence exceeds fifteen (15) calendar days.

Being unavailable or absent from the group shall include:

- 1) Being absent from work.
- 2) Being unable to perform productive overtime within his/her reference group due to physical limitations.
- 3) Being unable to perform additional hours of work due to restrictions.

Note: In the event of being unable to perform (as in 2) or 3) above, the inability should in most instances be defined by a treatment memorandum from the Health Centre and not based on supposition.

YEAR END

On October 1 of each year, the totals for all Maintenance Associates will be adjusted. For each reference group, the member with the lowest number of hours will be set at "zero". The totals for all of the other members in the group will be lowered maintaining the differences between them as of Sept. 30.

EQUITABLE DISTRIBUTION

Every effort will be made to keep the highest and lowest numbers of hours of opportunity in departmental reference group(s) as close as possible. Department and plantwide overtime records shall be posted weekly in the maintenance shops. Such records, hereafter called 'overtime list', shall be sorted in ascending order of total overtime opportunity. As such, the parties agree inequities may be kept to a minimum by offering overtime opportunity to members of the reference group in ascending order. Such offerings shall hereafter be called 'lowperson' canvas.

In cases of overtime opportunity within the department, lowperson canvas shall take place by referencing the departmental overtime list by trade. In cases where the department list is exhausted, reference is then made to the plantwide overtime list for lowperson canvas by trade. In cases of plantwide overtime opportunity, as when the 50% rule is applied, the plantwide overtime list shall be used for lowperson canvas by trade.

Notwithstanding the above, the parties recognize circumstances may arise that justify the offering of overtime to those individuals engaged in work assignments that extend past the completion of their regular shift hours. In addition, it is understood that these guidelines do not circumvent the need for certain Maintenance Associates to be required on occasion to work overtime as a result of their special skills or training.

Discrepancies with respect to overtime equalization for Skilled Trades may be taken to the appropriate Assistant Manager or to the Manager of Maintenance for resolution.

NOTICE

CAMI acknowledges that Maintenance Associates who are offered the opportunity to work overtime should be given as much notice as is possible so that they can make any personal arrangements that may be necessary. All M.A.'s shall respond to the offer to work overtime without undue delay to facilitate the administration of the system.

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 39

**ERGONOMICS COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham

During the current negotiations the parties agreed to maintain the Ergonomics Committee at CAMI. Both parties agree that continuance of the committee would be beneficial in helping to reduce injuries and protect the health and safety of all employees.

CAMI is committed to maintaining an Ergonomics Committee that will include the JHSC Worker Members, and an equal number of Management Personnel influential in resolving ergonomic concerns. The committee's mandate will be to:

- (1) Review accident/injury trends associated with ergonomics.
- (2) Review implementation of corrective measures.
- (3) Review plant-wide ergonomic concerns. (E.g. tools, racking, personal protective equipment).
- (4) Make such recommendations as may be appropriate in the circumstances.

CAMI also agrees to provide ergonomic training for the Joint Health and Safety Committee Members and their Alternates, in order to improve the committee's awareness and understanding of ergonomic problems. The training needs will be determined by the Ergonomics Committee and courses at institutions such as the University of Waterloo and the University of Michigan will be considered.

CAMI shall prepare and distribute signed minutes of the Committee's Meeting to the Committee Members.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 40

## HEALTH AND SAFETY TRAINING

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham,

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

CAMI agrees to provide health and safety training for new employees. Subjects shall include:

- Safety Concern Forms
- Work Refusals
- Incident / Accident Reports
- Flammables/Combustibles
- Lockout (Generic)
- OHS Act Overview, including duties of the Worker and the Supervisor.

Safety training on subjects such as Confined Space, First Aid/CPR, Spill Control Procedures, Forklift Truck, Hazard Recognition and Principles of Control, Fall Protection/Walking and Working Surfaces, Aerial Platform Training and Rigging will be included for Maintenance.

Annual refresher training will include WHMIS, Specific Lockout and General Safety Rules.

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

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

Yours truly,



R.R. Jess  
Vice-President, Personnel  
LETTER 41

**HEAT STRESS MONITORING**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham

During negotiations the parties discussed CAMI 's Heat Stress Policy.

CAMI recognizes that working in a very hot and humid environment can result in heat induced illness. To ensure that all employees at CAMI are protected against this condition, CAMI will continue to monitor environmental heat stress factors during these periods and provide the necessary relief according to the guidelines set forth by the American Conference of Governmental Industrial Hygienists.

The JHSC Worker Member alternates will accompany management when heat stress readings are taken, and will also co-ordinate additional Union representation to be present as required, except in instances of mutual agreement.

CAMI also agrees to train the JHSC Worker Members and their alternates, as well as the Union Committee, in the use of heat stress monitoring equipment and the guidelines mentioned above.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 42

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham,

During previous negotiations, the Union requested that a minute of silence be observed annually in memory of those persons who have died in industrial accidents.

Each year on April 28, at 11:00 AM, one (1) minute of silence will be observed without loss of production. The Union Plant Chairperson will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 43

**SAFETY CONCERN FORM PROCEDURE / WORK REFUSALS**

CAMI AUTOMOTIVE INC

September 21, 1998

Mr. J. Graham,  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham,

CAMI and the Union have agreed to continue CAMI's Safety Concern Form procedure, which is utilized to address safety concerns as they arise, before they result in personal injury to an employee or in a work refusal.

CAMI will make available Safety Concern Forms to all workers. CAMI will strive to enforce the time guidelines of the Safety Concern Form procedure. Where responses are not made within the appropriate time guidelines, the Safety Concern form will be brought to the attention of the Vice President of Production.

CAMI recognizes that workers have the right to refuse work as outlined under the Occupational Health and Safety Act (OHS Act). However, CAMI also expressed its concern over work refusals where management had no prior knowledge of the safety concern or hazard. Both CAMI and the Union recognize the need for both parties to encourage and have workers communicate these concerns or hazards to management either verbally or through the Safety Concern Form Procedure so that appropriate corrective action can be taken. By giving the Area Leader the opportunity and time to resolve the concern, the health and safety of the worker can be protected and work refusals averted.

Both parties also recognize that production lost during such refusals has a negative impact on CAMI's competitive and financial position as well as upon the future viability of the organization.

The Union agrees to assist CAMI in keeping non-safety related issues separate from the Work Refusal Procedure. Work refusals should be used solely when the health and safety of the worker is in jeopardy. Both parties recognize the need to address and resolve work refusals as quickly as possible.

Yours truly,

R.R. Jess  
Vice President, Personnel



LETTER 44

**STANDARDIZED LOCKOUT**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 45

**CONTRACTING-IN OF PRODUCTION WORK**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, the Union raised concerns with the concept of contracting in of work that has been traditionally and historically performed by Production Associates. CAMI agrees, that such work will not be performed by outside contractors on-site.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 46

## **OUTSOURCING OF PRODUCTION WORK**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

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

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

Of critical importance to the Union during these negotiations was protection against the outsourcing of production work. CAMI Automotive Inc.'s definition of production work is assembling of vehicles and the direct processes that provide support e.g. MH and QC, which has been done by CAMI employees. CAMI advised the Union that it will not outsource any major production operations during the life of the collective agreement except for current items previously announced associated with the J2 and M3 programs.

CAMI is committed to providing all of its employees and their families with as much of a sense of Job Security as possible. Over the life of the collective agreement there will be approximately two hundred (200) excess employees in the plant and with the proposed volumes for the M car we anticipate temporary layoffs will occur. Recognizing the above, CAMI is committed to maintain plant population levels in the community (other than attrition) and CAMI also commits that there will be no permanent layoffs during the life of the collective agreement except in the event of significant volume reductions due to poor market conditions.

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

CAMI and the Union reviewed the plans for each product line.

- The J truck is operating on two shifts and the new J2 is expected to be launched in the fall of 1998 after the model changeover. CAMI, the Union and our customers have great expectations for this new model. This production

plan is expected to continue throughout the term of this agreement provided the anticipated demand for this model meets expectations.

- The M3 car is expected to operate on one shift starting June 1998 due to reduced demand in the market place for economy vehicles. This production plan is expected to continue over the term of this agreement provided the demand for these vehicles continues at current levels. CAMI continues to search for a replacement model for the M3 product line.

In the interest of improving the communication to and the involvement of the Union under those circumstances when CAMI is considering the implementation of major restructuring actions, CAMI agreed to meet with the Union at least semi-annually during the term of this agreement with representatives of both the National Union and the local to review the state of CAMI's operations and future product programs. The first such review shall occur prior to January 1, 1999. The Union agrees that these meetings will be held in the strictest of confidence due to the nature of the information that will be discussed.

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

Yours truly,

R.R. Jess  
Vice President, Personnel



LETTER 47

**SUPPLIER REWORK**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations, CAMI and the Union discussed suppliers performing rework in the plant.

CAMI stated its expectation that vendors provide required parts, to specification, on time. When errors are detected, CAMI holds the vendor strictly accountable for ensuring that the defective parts are sorted and/or immediately reworked without jeopardizing production or quality.

CAMI committed to making every effort to get such sorting/rework offline. However, it is recognized that considerations such as the configuration of the parts, stock disposition or online trials needed to understand build difficulties may result in exceptions.

In-plant rework by suppliers, if required, will be completed, in most cases, within five (5) working days or less.

With the foregoing in mind, CAMI expressed a willingness to review with the Plant Chairperson, and the zone committeeperson in advance, all instances where suppliers are scheduled to perform rework in the plant.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 48

**WORK BY SUPERVISORS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, the Union sought to clarify CAMI's obligations under Paragraph 20 of the Labour Agreement. As a result of these discussions, CAMI committed that the Director of Employee Relations and the Director of the area involved would meet with the Union, as required, to address any situations in which the Union alleged that a supervisor(s) had violated the provisions of Paragraph 20. Such meeting will take place no longer than two (2) working days of the Union's request. The Director of Employee Relations will respond in writing to the Union within three (3) working days of the aforementioned meeting.

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 49

**THREE SHIFT OPERATIONS FOR PRODUCTION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations CAMI and the Union discussed the issues surrounding three (3) shift operations in production.

It was agreed, that should CAMI identify area(s) where, a three (3) shift operation was required, CAMI would make the determination if an overlap of shift hours is required to facilitate three (3) shift operations. CAMI commits to review third shift plans with the union and allow input prior to making a final determination.

Should CAMI make the determination to run with three (3) shifts which would not overlap, the following would apply:

1. The shift rotation shall be set up in such a manner so that employees working on the day shift shall rotate on a bi-weekly basis with employees working on the afternoon shift. The third shift (night shift) shall not rotate and thereby work steady nights.
2. The regular production work week for employees working on the day and/or afternoon shift(s) would consist of eight (8) hours per day, five days per week, Monday through Friday, with a twenty (20) minute paid lunch.
3. The regular production work week for employees working on the third shift (night shift) would consist of eight (8) hours per day, five days per week, Sunday through Thursday, with a twenty (20) minute paid lunch.
4. CAMI will schedule a ten (10) minute paid rest period, for each employee in each half shift. Having established a schedule of rest periods, any temporary advancement of the rest period shall be limited to not more than ten (10) minutes.
5. For the calculation of overtime pay during the regular production work week, eight (8) straight time hours pay shall be deemed to be equivalent to eight hours worked.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 50

**WORKFORCE ADJUSTMENTS - REPAIR**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations the Union raised a number of concerns regarding the reduction in the sizes of teams, particularly when such teams being reduced are “repair” teams.

The parties agreed that in situations when a “repair” team was being adjusted for the purpose of reducing the number of employees on the team, that those employees with the lowest seniority on the combination of both the “A”, “B” and “C” shifts will be reassigned. The employee(s) so designated for reassignment from the team shall:

- (i) be provided an opportunity to displace the junior employee in a combination of the teams, in the section, who perform “like or similar” work as identified by CAMI
- (ii) be reassigned within the section if lacking the seniority for (i), above.

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

It is understood that the provisions mentioned above apply only to those teams identified by CAMI as “repair” and that should any other teams require adjustment for the purpose of reducing the number of employees on the team, that the provisions of Paragraph 22(c) shall apply.

The parties agree that the preceding process will also be followed for the two (2) Topcoat teams in the Paint section and also the two (2) Inspection teams.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 51

**TEMPORARY ABSENCE PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations, the Union expressed a concern with respect to CAMI's continuing commitment to participate in a Temporary Absence work release program when recommended by the Ministry of Correctional Services.

CAMI assured the Union that it would continue to participate in a Temporary Absence work release program should they be so approached by the Ministry of Correctional Services, provided that:

- (i) the employee being so recommended had seniority standing at the time of the recommendation,
- (ii) the nature of the offense which led to the incarceration arose from the operation or use of a motor vehicle,
- (iii) the nature of the offense which had resulted in the jail sentence had not adversely impacted the employer-employee relationship, and
- (iv) that CAMI had no plans to either suspend or discharge the employee for absence from work or other misconduct prior to the recommendation by the Ministry.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 52

**SOCIAL JUSTICE FUND**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, the Union discussed their desire for the Company to contribute to a "Social Justice Fund". The Fund would be used to provide financial assistance to such things as; food banks, emergency relief to assist victims of hurricanes, drought, etc; and sponsorship of international projects in underdeveloped countries.

The Company is agreeable to contribute one cent (\$.01) for each straight time hour worked on a quarterly basis commencing October 2, 1995 based upon the following conditions:

1. The fund would be incorporated as a non-profit corporation and registered as a charity under the Income Tax Act. Proof of such incorporation and registration would be available to CAMI prior to the commencement of contributions, in addition, ongoing proof of such status will be provided upon request.
2. The Union obtains a favourable Income Tax Relief from the Department of National Revenue that all Company contributions to the non-profit corporation are tax deductible for the Company.
3. All contributions will be made directly to the non-profit corporation.
4. The Union will provide CAMI with the annual audited financial statements and summaries for each year's donations made by the non-profit corporation.

Yours truly,

R.R. Jess  
Vice President, Personnel





LETTER 53

**PERSONAL RADIO EQUIPPED HEADSETS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

During the 1995 negotiations the parties discussed the use of personal radio equipped headsets ie. "walkmans" in the workplace. CAMI expressed concerns regarding the use of radio headsets in the workplace, specifically, interference with communication, distractions from audible warning devices, hearing loss, vehicle damage and foremost, the overall health and safety of employees.

As result of these discussions, CAMI agreed to coordinate a trial for the use of walkmans in the workplace.

It is recognized that certain departments and teams may not be suitable for the trial due to the nature of processes and specific requirements ie. mandatory hearing protection areas. Furthermore, specific job tasks, communication needs and environmental conditions will need to be reviewed and taken into consideration.

It is also agreed that employees will be requested to participate in an audiometric screening and surveillance program prior to beginning the trial to identify their current hearing threshold level and measure any adverse effects on employees' hearing.

CAMI agreed to a trial for a four (4) month period in the Assembly - Car and Assembly - Truck sections on suitable teams and job tasks.

The trial would begin no later than November 1, 1995.

On completion of the trial, the parties agree to review the feasibility of going forward taking into account hearing loss, potential accidents, administrative concerns, disciplinary action problems and employee attitudes.

Provided the initial trial is successful, the use of radio equipped headsets will be opened up to sections on a plantwide basis where suitable teams and job tasks are determined.

It is agreed that the Joint Health and Safety Committee will be provided the opportunity to be involved in the review of the plan and outcome of the trial in respect to employees' health and safety.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 54

**BASIC SKILLS TRAINING PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

During the negotiations, CAMI and the Union discussed the topic of providing a basic skills program designed to assist employees in improving their basic skills in reading, writing, math and communication. Both parties agreed that prior to further consideration. The parties will review the data from the previously completed survey and prepare an appropriate plan to address the identified needs.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 55

**EXTENDED MODEL CHANGE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Graham:

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 56

**VACATION SCHEDULING**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
CAW Local 88

Dear Mr. Reuter:

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

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

Employees may opt not to schedule all of their vacation entitlement during the Vacation Selection process. The maximum amount of Vacation Entitlement that can be withheld from the mandatory vacation scheduling rounds is as follows:

<u>For employees whose completed years of service as of July 1</u>	<u>1 but less than 3</u>	<u>3 but less than 5</u>	<u>5 but less than 10</u>	<u>10 but less than 15</u>
<u>Maximum Hours to be left unscheduled after Vacation Rounds</u>	<u>12</u>	<u>32</u>	<u>12</u>	<u>32</u>

At the end of the Vacation Selection Process (Round 2), employees with more Vacation Entitlement remaining than the above chart allows them to will have those hours scheduled for them at the discretion of CAMI. (employees who are absent during Round 2 Vacation Selection will have two (2) working days to schedule their vacation time after returning to work)

Vacation time not scheduled during the Vacation Selection Process will be scheduled by the employee into open slots in the applicable vacation schedule. This outstanding vacation time must either be taken or scheduled prior to the point at which the amount of outstanding vacation hours in their section on their shift is equal to the number of open slots in the applicable Vacation Calendar. When this occurs employees will be notified and a draft will be scheduled as soon as possible. All outstanding vacation must be scheduled during this draft. Employees choosing not to schedule their time during the draft will be scheduled at the discretion of CAMI. (employees who are absent during draft will have two (2) working days to schedule their vacation time after returning to work)

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

1. “First Round” Based on seniority and remaining paid vacation entitlement - each employee is provided the opportunity to select and schedule full calendar week(s) (40 hour week), which may include calendar week(s) in which a CAMI paid holiday occurs (32 – 8 hour week), considering the allotment needs of the affected section.
2. “Second Round” - Based on seniority and remaining paid vacation entitlement - each employee is provided the opportunity to select and schedule either single days or full calendar week blocks into the remaining available time slots considering the allotment needs of the affected section.
3. Employees who wish to schedule in four (4) hour blocks must wait to do so until after the Vacation Selection Process is complete.
4. Each employee must schedule and take their vacation entitlement within the current vacation year, as there will be no financial payout at the end of the vacation year for unused vacation. The only exceptions that allow paid vacation entitlement to be carried over from one vacation year into the next vacation year are as follows:
  - a) Any employee who is on S&A, WCB, Maternity/Parental Leave, Adoption Leave or Union Leave as of June 30, and have paid vacation entitlement remaining, shall upon their return to work, immediately take their remaining paid vacation entitlement from the previous year in the new vacation year.
  - b) Any employee who is on S&A, WCB, Maternity/Parental Leave, Adoption Leave or Union Leave during the current vacation year who has not used all of their vacation entitlement, shall be required upon their return to work, immediately select an open vacation slot to schedule all of their remaining vacation entitlement. Where there are no available time slots and the allotment numbers in their sections have been met, these employees will be considered and will override the allotment numbers in their sections in order to use up their remaining paid vacation entitlement prior to the end of the current vacation year (June 30). In some situations, only a portion of their vacation entitlement can be used prior to June 30 with the balance of the same vacation time to be carried over into the next vacation year concurrently. Any dispute that occurs with regard to going above the allotment numbers will be resolved with the Plant Chairperson, the Director of Production, the appropriate Zone Representative and the appropriate Assistant Manager.
5. Any subsequent requests for remaining vacation entitlement will be on a first come first serve basis at the mutual agreement of the employee and CAMI.
6. The company agrees to update and post a Departmental Vacation Schedule in a place and frequency agreed to between the union and the company. The Vacation schedules will be on the computer system and will be available as “read only”.

7. Vacation time blocks or days can be rescheduled only to open slots available during the current vacation year, considering the allotment needs of their affected section and shift. A week block of vacation must be rescheduled as a full week block (example: a scheduled 40 hour block must be rescheduled as a 40 hour block, a 32 hour block must be rescheduled as a 32, a 24 hour block must be rescheduled as a 24 etc). Only partial weeks can be broken down while it is being rescheduled. The only exceptions to this would be mandatory shutdown weeks and SVA weeks which may not be rescheduled by the employee(s).

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

8. The scheduling and/or rescheduling of vacation shall be done a minimum of twenty-four (24) hours in advance of the requested time period. However in the cases of extenuating circumstances to utilize days or hours becomes available, the twenty-four (24) hour time period may be waived thus allowing employees to willingly use a portion of their vacation entitlement at this time.

9. Employees that failed to meet the one thousand (1000) hour qualification provisions in Paragraph 32, may choose not to schedule unpaid vacation eligibility.

10. Skilled Trades employees vacation will be scheduled by mutual agreement.

11. Each employee shall receive written verification of their approved vacation.

Yours truly,

Walt Bordian  
Director, Employee Relations, Safety and Security

LETTER 57

**LETTER OF UNDERSTANDING – SPECIAL ASSIGNMENTS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham,

During negotiations CAMI and the Union discussed various concerns with respect to “Special Assignments” and how they were filled.

CAMI has agreed to post “Special Assignments” with eligibility restricted to Production Associates in specific geographic areas which shall be identified on the notice. CAMI will reassign such individuals upon completion of their assignment.

Yours truly,

R.R. Jess  
Vice President, Personnel



LETTER 58

**IMPARTIAL MEDICAL OPINION PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations, CAMI and the Union discussed the administration of Sickness and Accident Benefits under Section 6 of Exhibit B-1 - CAMI Group Life Insurance and Disability Benefits.

It was agreed that an employee shall receive Sickness and Accident benefits provided that the employee's doctor has certified that the employee meets all of the criteria clearly outlined under Section 6(a)(1) "Eligibility of Benefits".

In the event the insurance company disputes the medical information provided by the employee's doctor, the Impartial Medical Opinion Program as outlined in Document 1 will be invoked.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 59

**PROCESS CHANGES**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, the Union raised concerns with respect to changes in processes which may result in employees performing at a standard above 95% W.T.A. CAMI and the Union agree that a controlled approach is necessary within the Suzuki Production System to ensure a smooth transition during workstation alteration. It is agreed that the following steps will be utilized.

(i) Communication

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

(ii) Input

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

(iii) Workstation Validation

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

(iv) Trials

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

(v) Production Standards Committeeperson

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

(vi) Documentation

All appropriate documentation will be completed within expected guidelines.

Should the Arbitrator rule in the favour of the Union and the new time standard warrants an increase in staffing on the team, the employee(s) who filed the time standards dispute shall be returned.

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

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 60

**NEW TEAM LEADER DEVELOPMENT**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

During the current negotiations the parties discussed the issue of the current Team Leader Development Process. Both parties have agreed to the following procedure for the Team Leader Development Process:

Team Leaders will be paid at the Team Leader rate starting the day following the confirmation date of the posting.

Successful applicants will be given a needs assessment to determine any areas that need development. Training will be scheduled and taken based on individual needs.

There will be a forty-five (45) working day evaluation period which will commence on the first day that the Team Leader assumes their Team Leader duties. Within this time frame there will be a fifteen (15) working day review, a thirty (30) working day review and a final forty-five (45) working day review. During all reviews the Team Leader will be measured against the Roles and Responsibilities of a Team Leader. A Performance Improvement Plan will be put in place to assist the Team Leader in the areas where improvement is required as identified in the fifteen (15) and thirty (30) working day reviews. All reviews will be held in the presence of the Area Leader, the Team Leader and their Committeeperson and the Assistant Manager if required. The Assistant Manager will attend the final review.

Team Leaders who do not meet the expectations as compared to the Roles and Responsibilities of a Team Leader within the review period will be returned to their previous work group and displace the junior employee.

Yours truly,

R.R. Jess  
Vice-President, Personnel



LETTER 61

**WORK GROUP IMPLEMENTATION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

During the current negotiations, CAMI and the Union discussed how the negotiated Production Work Groups would affect the current Production Employees in the plant. The following was discussed and agreed to by both parties:

All Production Associate employees will be transferred to the Production Associate Work Group.

Various options around the current Team Leaders and Production Support Groups were considered and a process was agreed to for a smooth transition, which will minimize the affect on safety, quality and productivity. The details of the process are to be completed by September 1, 1998 and the transition is to be fully implemented no later than July 1, 2001.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 62

**PLANT SUPPLEMENTAL GROUP**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. John Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations, CAMI informed the Union that the number of Supplemental Group Employees would be abnormally high over the life of the collective agreement due to lower production volumes for the plant. CAMI and the Union had discussions on a process to administer the temporary assignments to provide these employees with work and not violate the collective agreement. CAMI and the Union agreed to the following:

Paragraph 22 of the collective agreement will not apply to situations where a temporary work assignment is created to provide work to the Supplemental Group employees.

CAMI agrees to discuss with the Union all work assignments that will be in place greater than twenty (20) working days. Any work assignment that will be in place greater than six (6) months will be identified as a primary opening and will be posted in the applicable section.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 63

**ASSEMBLY REPAIR POSTING**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter  
Plant Chairperson  
Local 88 CAW

Dear Mr. Reuter:

During the current negotiations, the Union raised a concern that employees in the Assembly Car section do not have the ability to post to a repair area through a primary or secondary opening.

The following was discussed and agreed to by both CAMI and the Union:

For the purposes of posting a primary or secondary opening for the Assembly Repair Teams (Shower, Reinspect, North) the posting will be made available to both the Assembly Truck and the Assembly Car section employees.

Yours truly,

Walt Bordian  
Director, Employee Relation, Safety and Security



LETTER 64

**SUPPLEMENTAL VACATION ALLOWANCE (SVA)**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

During the current negotiations, CAMI and the Union agreed to the following guidelines for the administration of Supplemental Vacation Allowance (SVA):

SVA weeks will be scheduled in five (5) SVA periods spread consecutively between July 1, 1999 and January 20, 2002.

**ELIGIBILITY**

Employees having one (1) complete year of service as of each eligibility date listed below and have performed work for the company in the SVA eligibility period (the pay period in which the SVA eligibility date falls and the preceding twenty-five (25) weeks) will be eligible for forty (40) hours of SVA to be scheduled in the subsequent SVA period.

<u>SVA Eligibility Dates</u>	<u>SVA Periods</u>
<u>January 11, 1999</u>	<u>July 1, 1999 through January 23, 2000</u>
<u>August 2, 1999</u>	<u>January 24, 2000 through August 6, 2000</u>
<u>February 14, 2000</u>	<u>August 7, 2000 through January 21, 2001</u>
<u>July 31, 2000</u>	<u>January 22, 2001 through August 5, 2001</u>
<u>February 12, 2001</u>	<u>August 6, 2001 through December 26, 2001</u>

**GUIDELINES**

1. Employees must meet the eligibility requirements to qualify.
2. Eligibility dates will be twenty-five (25) weeks prior to each SVA period.
3. A SVA week will be one complete pay period.
4. The SVA weeks will be randomly selected by a computer program. There will be no trading or switching of scheduled weeks by employees.
5. Spousal co-ordination requests will be accepted up to a specified date. There are no guarantees of co-ordination.
6. In most cases, employees transferring to a new team will carry their scheduled SVA with them.

7. Employees will not work at any time during their SVA week, including the weekend. Employees that report to work during their SVA week will be sent home without pay.
8. There will be no overtime opportunities during the SVA week, including the weekend. Overtime Equalization for employees on SVA will be consistent with Letters 9, 10, 38 of the collective agreement.
9. The parties are aware of and do not desire to impact the efficiency of the operations, which must be protected at all times. Accordingly, in the event that there is significant employee movement coupled with scheduled SVA time that would adversely impact the operations, the CAMI Director of Employee Relations and the Union Plant Chairperson will reschedule the designated SVA weeks in order to protect the efficiency of operations and quality.
10. If one of the employees involved in a Mutual Shift Exchange is scheduled for their SVA week, during the exchange period, the Mutual Shift Exchange will be cancelled for that week.
11. Regardless of shift arrangements e.g. weekend workers, supplemental vacation payment is forty (40) hours.

### BLACKOUT WEEKS

The following weeks were discussed and agreed to be SVA blackout weeks and subsequently will not be utilized for SVA scheduling:

Summer Shutdown - one (1) week prior, two (2) weeks of shutdown and three (3) weeks subsequent for a total of six (6) weeks.

Christmas Shutdown - two (2) weeks at Christmas

March Break - one (1) week

### Exceptions

Leaves of Absence – Should an employee be on a scheduled Leave of Absence at the same time of their SVA week, they will be paid their forty (40) hours of vacation as per the original schedule.

Maternity/Parental/Adoption Leaves – Should an employee be on a Maternity/Parental/Adoption leave at the same time of their scheduled SVA week, their SVA week will be rescheduled to the week following their Maternity/Paternity/Adoption leave.

Apprentices – If there is a scheduling conflict between school and the SVA week, the SVA week will be rescheduled to the week following the end of the school term.

Powerhouse – Powerhouse employees will be scheduled for SVA during their maintenance week. The maintenance week selected will be that week closest to the original week selected by the computer.

S&A and WSIB – SVA will be paid at the time it is scheduled, regardless of whether the employee is collecting an S&A or WSIB benefit and there will be no conversion of SVA hours to vacation entitlement.

Union Leaves – SVA schedule will take precedence over Union Leaves of Absence. The only exception to this would be collective bargaining when SVA will be rescheduled.

SVA Falling on a Four (4) Day Work Week – Should an employee’s SVA fall on a four (4) day work week the employee will have eight hours credited to their vacation allotment to be scheduled prior to the end of the vacation year that their SVA week falls.

Spousal Co-ordination – Bulletins will be distributed with request forms attached. Definitions of ‘spouse’ will be consistent with Letter 5 of the collective agreement. There will be no exceptions provided for late arrivals of spousal co-ordination forms. There are no guarantees of Spousal Co-ordination.

SVA During Periods of Layoff - Employees who have SVA scheduled during a layoff week will be given the opportunity to reschedule this time. The employee will be required to reschedule this time into open slots in the vacation schedule and the time must remain as a full week block. If the vacation schedule is full, the company will have the option of either increasing the allotment in the vacation schedule or allow the time to be carried forward into the following vacation year but in no case will the time be carried further than three (3) months into the following vacation year before it is both scheduled and taken.

Retirement – Should an employee’s Normal Retirement Date precede their scheduled SVA week during the SVA period, the SVA week shall be rescheduled to the week immediately preceding the Normal Retirement Date. Should the original scheduled SVA week precede the employee’s Normal Retirement Date, no adjustment will be made.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 65

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 66

**THREE SHIFT OPERATIONS FOR SKILLED TRADES**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations CAMI and the Union discussed the issues surrounding three (3) shift operations in the Maintenance organization. It was agreed that should CAMI identify areas whereby a three (3) shift operation was required, CAMI would make the determination if an overlap of shift hours is required to facilitate three (3) shift operations.

Should CAMI make the determination to operate three (3) shifts without overlap, the following would apply:

1. For the purposes of this letter the shifts will be referenced as follows:
  - Shift 1 – midnight shift
  - Shift 2 – day shift
  - Shift 3 – afternoon shift
2. The regular maintenance work week for Maintenance Associates scheduled for Shift 1 would consist of eight (8) hours per day, five days per week, Sunday through Thursday, with a twenty (20) minute paid lunch.
3. The regular maintenance work week for Maintenance Associates scheduled for Shift 2 and Shift 3 would consist of eight (8) hours per day, five days per week, Monday through Friday, with a twenty (20) minute paid lunch.
4. CAMI will schedule a ten (10) minute paid rest period, for each Maintenance Associate in each half shift.
5. Starting and stopping times for each shift will be determined by CAMI. The Manager of Maintenance shall discuss starting and stopping times with the Skilled Trades committeeperson prior to making such determinations.
6. CAMI and the Union agree that the Welding, Paint and Assembly sections will commence the above shift operations September 21, 1998.

7. In sections where shifts as in 2 and 3 above are applied, the shift schedule on Saturdays, Sundays and Paid Holidays shall remain the same as the regular maintenance work week.

8. Commencement of Shift 1 may be prior to 11:00 p.m. on Sundays or paid Holidays as provided for in the Collective Agreement. On such days CAMI and the Union agree payment of premium hours apply only to hours worked prior to midnight.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 67

**MAINTENANCE TEAM LEADER SELECTION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations the parties discussed concerns regarding the selection of Maintenance Team Leaders. The parties agreed to review the selection criteria established for the Production Team Leaders in the current negotiations. It was further agreed to incorporate such criteria that may be applied to Maintenance Team Leaders. This review will take place by October 1, 1998.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 68

**CONFIDENTIALITY OF MEDICAL INFORMATION**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

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

The company and/or an agent of the company shall not be allowed access to health information about any team member. This information must be kept confidential between the team member and the CAMI Health Centre. CAMI Health Centre staff shall include all medical, placement and administrative personnel working in the Health Centre. Health information is defined as information obtained from a team member by the Health Centre staff and/or recorded in the team member's health record including information regarding team members' restrictions. An exception applies with first aid information, as defined by Regulation 1101 of the Workers' Compensation Act Regulations (R.R.O. 1990) as it is information that must be provided to the company as prescribed. The Act states that "Every employer shall keep a record of all circumstances respecting an accident as described by the injured worker, the date and time of its occurrence, the names of witnesses, the nature and exact location of the injuries to the team member and the date, time and nature of each first aid treatment given". Accordingly, first aid information is provided to the company and the Joint Health and Safety Committee (JHSC) as required by law.

1. When a team member requires restrictions, the restrictions will be documented and given to the team member to give to their supervisor. When the team member gives the restrictions to his/her supervisor, it is deemed to be consent, without necessitating written authorization.
2. All health information is stored separately from other team member information. It shall be stored in the Health Centre. It shall be locked and/or electronically secured and accessible only by Health Centre staff.



3. A team member has the right to access all of his/her health information including the right to request that a correction be made, or a notation of the objection be made and included in his/her file and a copy of that notation be given to the team member, if requested.
  
4. The Health Centre shall not reveal or disclose any health information concerning a present or former team member, unless required by law, without the written, informed consent of the team member for each occasion upon which health information is requested.
  
5. Examinations and Fitness for Work:
  - (i) Whenever a team member is required to undergo a medical examination, the choice of the physician, unless otherwise provided for under other sections of the collective agreement or by law, is the choice of the team member.
  - (ii) The only information which may be provided to the supervisor by the Health Centre shall be whether the team member is fit, or unfit to work, or fit with restrictions.
  - (iii) When the team member is fit with restrictions, these restrictions must be stated without disclosing the reasons for the restrictions. For example, "unable to lift loads above 10 kilograms". Documentation of restrictions must be provided to the supervisor by the respective team member. The Health Centre will not forward this information.
  - (iv) The Health Centre will advise the Claims department of the dates and times a team member leaves work or returns to work and/or when an incident becomes a Medical Aid or Lost Time. It will be the responsibility of the individual team member to provide other relevant information directly to the Claims department.
  
1. CAMI shall communicate within the workplace on the particulars of any policy change with respect to this issue.

Yours truly,

R. R. Jess  
Vice-President, Personnel

LETTER 69

**MEDICAL REHABILITATION PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario.

Dear Mr. Graham:

During the current negotiations, CAMI and the Union discussed a Rehabilitation Program to facilitate the rehabilitation of temporarily restricted employees. Both CAMI and the Union acknowledge their obligations to provide modified work opportunities for temporarily restricted employees who are not covered by Letter 2 – Placement Procedure For Permanently Disabled Employees.

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

These agreed guidelines will be followed:

1. The program will ensure that there is a consistent standard for all employees (Occupational or Non Occupational).
2. The employee must report to the CAMI Health Centre, bringing with them any applicable medical documentation. Temporary restrictions may also be issued by the CAMI Health Centre.
3. A documentation process will be established and maintained to track the Medical Rehabilitation Program.
4. The rehabilitation work plan will be individualized to meet the needs of the temporarily restricted employee. The company's needs will also be taken into consideration.
5. The Rehabilitation Review Committee will review all rehabilitation plans that exceed fifteen (15) working days, including restrictions, with the signed consent of the employee.

6. If the plan exceeds fifteen (15) working days, suitable modified work will be offered in a pre-determined order (as mutually agreed to by the Rehabilitation Review Committee) in accordance to seniority and other provisions of the collective agreement.
7. This program will not be utilized to circumvent Letter 2 - Placement Procedure For Permanently Disabled Employees. Temporary modified work will not be extended indefinitely.

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 70

**SUBSTANCE ABUSE PROGRAM**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, CAMI and the Union agreed to express their joint determination to deal cooperatively and constructively with the problem of substance abuse among CAMI employees.

Alcoholism and drug dependency is recognized by medical and public health authorities, the company and the CAW as a disease. The effects of this dependency are felt not only in the workplace, but also in the employee's personal life. The focus of the Substance Abuse Program is proactive as well as reactive. It will provide appropriate education and prevention programs, as well as identification, intervention, motivation and support during the rehabilitation phase of treatment and concerned follow-up.

To provide the means for this rehabilitation support, CAMI Automotive Inc. will continue to pay Sickness and Accident Insurance for the time lost in the treatment of alcohol or drug abuse in a residential or out-patient substance abuse treatment facility approved by the Company and the Union. In addition, in recognition of the importance of the aftercare programs offered at the treatment facility, CAMI will provide support to an employee participating in the approved aftercare programs by paying for the fees charged.

CAMI and the Union will address matters of substance abuse through the established joint EAP Committee, with the intent to develop, recommend and implement policies, procedures, and programs for a wide range of addiction issues.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 71

**LETTER OF UNDERSTANDING – HUMAN RIGHTS / EMPLOYMENT EQUITY**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

CAMI, in consultation with the Union, agrees to develop, recommend and implement policies, procedures, programs and training. Procedures will include a written complaint procedure. Human Rights Training will be conducted for all CAMI employees.

An employee alleging harassment in the workplace is encouraged to use the in-house Human Rights Complaint Procedure to resolve a complaint. However, it is agreed that in extenuating circumstances, it may be necessary to re-assign an employee(s) to another work location. Reassignment is determined in consultation with the Union and the provisions of Paragraph 22 will not apply.

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 72

**VIOLENCE OR DOMESTIC ABUSE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

Yours truly,

R. R. Jess  
Vice President, Personnel

LETTER 73

**HAZARDOUS PRODUCTS COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario.

Dear Mr. Graham:

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

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

Accordingly, the parties agree to support the Hazardous Products Committee including participation from one (1) JHSC Worker Member and one (1) Union Representative chosen by the Union who may make recommendations to CAMI on the substitution / removal and acceptance of less hazardous products.

The parties agree to meet a least four (4) times per year.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 74

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

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

Effective October 5, 1998 CAMI agrees to pay into a special fund three (3) cents per hour per employee for the total number of hours for which employees shall have received pay from CAMI, for the purpose of Health and Safety, Environment, Leadership Training and Research activities for the life of the 1998 collective agreement.

Yours truly,

R.R. Jess  
Vice-President, Personnel



LETTER 75

**OCCUPATIONAL HEALTH AND SAFETY ACT CHANGE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

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

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

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

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

It was further agreed that any changes to the regulations would also be reviewed by the above mentioned parties to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of the collective agreement would be considered a minimum standard.

Yours truly,

R.R. Jess  
Vice President, Personnel

LETTER 76

**VDT AND PREGNANCY IN THE WORKPLACE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court,  
North York, Ontario

Dear Mr. Graham:

During the current negotiations, the parties discussed concerns surrounding Video Display Terminals (VDT) and pregnancy in the workplace.

The company agrees to work in consultation with the JHSC to investigate and provide information pertaining to the known effects of VDT and pregnancy in the workplace.

The company agrees to implement an information package within 6 months of the effective date of the collective agreement.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 77

**WORKING ALONE IN ISOLATED AREAS OR CONFINED SPACES**

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

1. Working Alone in Isolated Areas

CAMI agrees to review and provide adequate procedures and safeguards as may be appropriate in such instances where an employee is required to work alone in an isolated area that contains an inherent risk factor. CAMI also agrees that such reviews will take place in consultation with the JHSC Worker Members who may make recommendations to Management for consideration.

2. Confined Space

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

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 78

**SEVERE WEATHER CONDITIONS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

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

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

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

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

Attendance issues related to severe weather conditions will be dealt with fairly, reasonably and in the interests of the employees.

Severe weather conditions will be determined by shift.

Yours truly,

R.R. Jess  
Vice-President, Personnel

LETTER 79

**SUPPLIER RELATIONS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

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

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

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

In developing supplier relationships, the following consideration will apply:

- The Company expects suppliers to have responsible labour relations.
- The Company believes that while the decision to join a Union is an individual one, it is a decision that must be made without Company intimidation, interference or risk of reprisal.
- The Union may, from time to time, raise concerns about the relationship with certain suppliers. The Company commits to taking these concerns seriously.

Yours truly,

R.R. Jess

Vice President, Personnel

LETTER 80

**EMPLOYEES CURRENTLY ON LAYOFF**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Graham:

During the current negotiations CAMI and the Union discussed how we could support employees who were laid off on July 5, 1996.

For all employees on permanent layoff as of September 21, 1998 these employees recall rights will cease on September 21, 2001. Credited and continuous service accumulate in any year in which an employee has received pay for at least 170 hours during the year in which the layoff commenced. The employee's credited service and continuous service will be adjusted accordingly. Employee's seniority time will accumulate as long as the employees are recalled prior to September 21, 2001.

Yours truly,

R. R. Jess  
Vice-President, Personnel



LETTER 81

**JOINT ADJUSTMENT COMMITTEE**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. Mike Reuter,  
Plant Chairperson  
Local 88, CAW

Dear Mr. Reuter:

During the 1998 negotiations the parties discussed the value of a Joint Adjustment Committee. The purpose of the Adjustment Committee is to assess the needs of laid-off employees and to provide the kinds of assistance that would be helpful in the process of securing gainful employment. Assistance provided could involve needs assessment surveys, workshops, meaningful job leads and information on training and education. In circumstances where both parties mutually agree that such a committee would be beneficial an Adjustment Committee will be established. The committee will be structured to include two Company representatives and the two CAW Benefit Committeepersons.

Yours truly,

R. P. Thachuk  
Manager, Human Resources

LETTER 82

**EMPLOYEE STANDARDS ACTS**

CAMI AUTOMOTIVE INC.

September 21, 1998

Mr. J. Graham  
National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr.Graham:

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

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

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

B. During the 1998 negotiations, the Union expressed the concern that the provincial Government has and would amend the Employment Standards Act and/or Regulations in a manner adverse to the interests of the Union and of the bargaining unit employees of the Company. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or bargaining unit employees of the Company shall not be disadvantaged in any way by any

amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the Collective Agreement or past practice of the parties provides a greater right, benefit, term or condition of employment than the ammendment to a particular employment standard (such as an amendment to the 8 x 48 hours of work rule), then the Collective Agreement or past practice shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Collective Agreement.

Yours truly,

R.R. Jess  
Vice President, Personnel