

# COLLECTIVE AGREEMENT

BETWEEN



**CAMI**  
Automotive Inc.

**CAMI**  
**AUTOMOTIVE INC.**

AND

CAW  TCA  
CANADA

**CAW LOCAL 88**

  
EFFECTIVE SEPTEMBER 17, 2007

TO SEPTEMBER 19, 2010

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This Labour Agreement is entered into as of the seventeenth (17th) day of September, 2007 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 team members with respect to wages, hours of work and all other working conditions as negotiated by the parties to this agreement.

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

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

## **2. PURPOSE**

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

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

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



### **3. MANAGEMENT RIGHTS**

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

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

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

### **4. TEAM WORK**

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

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

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

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

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

## **5. TEAMLEADER**

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

The major duties of the Team Leader include:

- preparation of team rotation schedules, checking and communicating attendance

- coordinating the updating and posting of any documentation related to CAMI's quality management system and monitoring that team members follow the process and perform standardized work

- training team members on all jobs on the team and maintaining team training profiles

- providing absentee relief as necessary

- monitoring quality and providing timely feedback including the undertaking of corrective action and the completion of appropriate quality and material related reports

- responding to production stops and taking appropriate action to correct line problems including downtime reporting as related to process and equipment

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- 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 business plan deployment and continuous improvement initiatives
- 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.

Team members choosing to apply to a Team Leader position will be subject to a selection process as per the Team Leader Selection and Development Policy.

## **MAINTENANCE TEAM LEADERS**

The Team Leader, under the guidance and supervision of an Area Leader, is responsible for co-ordinating 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

- provide leadership by example
- support an environment which results in a cohesive relationship with other departmental teams

assist associates in following correct procedures in reporting **use** and/or need for replenishment of spare parts

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

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

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

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

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

## **7. UNION SECURITY**

During the life of this Agreement, CAMI will deduct from the earnings of each team member covered by this Agreement an amount equal to the Union initiation fee. Monthly dues will be deducted one (1) time each month (effective September 17, 2007), 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 team member who has earned less than 40 hours straight time pay in the month but has received SUBenefit will have dues deducted as reflected by the Constitution and Bylaws of the CAW-Canada and its Local 88.

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

No deductions will be made from team members 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 team members without discrimination, intimidation or harassment with respect to any team member by reason of age, marital status, sex, race, creed, colour, ethnic origin, political or religious affiliation, sexual orientation, ancestry, place of origin, citizenship, family status, record of offences, disability 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 team member has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment and discrimination in the workplace, either as a participant or an observer.

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

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

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

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

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

Skilled Trades (who shall be a journeyperson)	Selected at large from active journeypersons
Benefits (2)	Selected at large from active team members
Employee Assistance/Addictions	Selected at large from active team members
Production Standards	Selected at large from active team members
Human Rights/Employment Equity/ Placement	Selected at large from active team members
Health and Safety (3)	Selected by shift from active team members
<u>Lineside Ergonomics</u>	<u>Selected at large from active team members</u>

Having so designated the area(s) of responsibility for the Zone Committeeperson(s) the Union Chairperson shall so notify, in writing, Employee Relations. Any adjustments to the designated area(s) of

responsibility shall be done on an annual basis on the anniversary date of the signing of this agreement. Adjustments due to major staffing requirement changes in designated groups of operations and responsibilities, may take place outside of the normal annual adjustment date provided that the parties mutually agree to do so.

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

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

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

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

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

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



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

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

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

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

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

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

The Union shall have the right to identify alternates. Alternates for Zone Committee persons 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 Committee persons on day shift at that time and the appropriate alternate activated (where necessary). Alternates will be activated upon request for Union Representative absenteeism. It is recognized that the ability to

activate is strongly dependant on the amount of notice provided by the Union and staffing requirements at the time.

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

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

**(b) REPRESENTATION ON OVERTIME**

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

(1) During periods of mandatory overtime:

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

/Employment Equity/Placement Committeeperson, Lineside Ergonomics Representative and the Production Standards Committeeperson shall also be notified by supervision and required to work.

- (2) During periods of voluntary overtime:
- (i) when ten (10) or more team members are working on the day shift (excluding two (2) powerhouse team members), the Chairperson shall be offered the opportunity to work overtime. In instances in which the Chairperson declines the opportunity, the opportunity shall be provided to one of the Zone Committeepersons.
  - (ii) when ten (10) or more skilled trades journeypersons and/or apprentices (excluding two (2) powerhouse team members) are working on the day shift, the Skilled 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 team members are working in a zone on the shift, the Zone Committeeperson shall be offered the opportunity to work overtime. In instances in which the Zone Committeeperson declines the opportunity, the opportunity shall be provided to the alternate Zone Committeeperson.
  - (iv) when fifty (50) percent or more team members are working in the plant on the day shift, the Benefits Committeeperson(s), Employee Assistance /Addictions Committeeperson, Human Rights/Employment Equity/Placement Committeeperson, Lineside Ergonomics Representative and the Production Standards Committeeperson shall be offered the opportunity to work overtime.

## **10. SENIORITY**

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

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

Team members will be regarded as probationary team members for the first 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 team member's name will appear on the seniority list in order of the respective date of hire.

## **11. LOSS OF SENIORITY**

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

- (a) if the team member resigns provided that the team member does not revoke the resignation in accordance to the provisions of Letter 7 (Resignations);
- (b) if the team member is discharged. Seniority will be reinstated if the discharge is found not to be for just cause through the grievance procedure;
- (c) if a team member fails to give notice for an absence of three (3) consecutive working days. Notification of loss of seniority will be provided to the team member by registered mail. The team member will be reinstated if a valid reason for failure to give notice is provided within three (3) working days of delivery or attempted delivery of the notification;
- (d) if a team member fails to report to work within five (5) working days when notified by CAMI following an indefinite layoff period. The team member will be reinstated if he / she provides a valid reason for the failure to notify the Company and a valid reason for

the absence within three working days of being notified by the Company of **loss** of seniority and employment termination pursuant to this clause.

- (e) if a team member is not at work for a period of time equal to their seniority, or thirty-six **(36)** months, whichever is greater. Until a Team Member is confirmed to have reached 'Maximum Medical Recovery' - following an occupational injury or disease and as determined by the Workplace Safety and Insurance Board, seniority rights will not be lost. When a team member is placed on indefinite layoff and they are on an approved WSIB leave of absence, seniority will cease to accrue on the first day of the layoff as if the team member was on indefinite layoff status.
- (f) if a team member overstays a leave of absence for more than five **(5)** working days without notification and a valid reason.
- (g) if the team member retires under the provisions of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers:

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

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

## **12. LAYOFFS AND RECALLS**

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

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

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

In the event of layoffs which are unforeseen and/or expected by Management to last for thirty **(30)** calendar days or less, CAMI

will give as much notice of such layoff as practical to team members and the Union.

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

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

(b) Temporary Layoff

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

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

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

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

(c) Indefinite Layoff

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

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

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

(f) Skilled Trades

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

(g) Team Leaders

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

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

### **13. TEMPORARY TEAM MEMBER**

CAMI may hire temporary or seasonal workers to supplement current staffing levels during situations that require additional temporary staffing.

Temporary team members hired as vacation replacements will not work beyond four (4) months. The use of such temporary team members may help facilitate CAMI’s ability to coordinate team member requests for vacation.

Temporary team members hired to provide temporary staffing for model launches, major engineering changes, or other circumstances requiring temporary staffing, will not work beyond eight (8) months. The use of such temporary team members will help address temporary staffing needs that do not require full-time permanent recruitment.

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

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

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

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

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

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

Each team member is expected to contribute to CAM's success by being at work, on time, every day.

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

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

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



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

## **17. TRAINING**

Extensive team member training programs will be undertaken before and after the start of operations by CAMI. Team members would be expected to participate and effectively complete such training programs.

This training could involve participation by team members 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) team member 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 team members.

## **18. TECHNOLOGICAL CHANGE**

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

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

train such team members where practicable to enable them to perform such work.

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

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

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

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

## **20. WORK BY SUPERVISORS**

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

## **21. HOUSEKEEPING**

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

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

## **22. WORK ORGANIZATION**

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

### **(a) WORK ORGANIZATION**

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

- Stamping
- Welding
- Paint
- Assembly
- Quality Control
- Material Handling

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

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

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

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

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

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

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

Team members not at work on their teams for periods in excess of six (6) months, not including periods of jury duty, maternity, parental and/or adoption leave, shall be returned to a team within their previous section at CAMI's discretion. Any openings created as a result of the above shall be posted as per 22(b), unless the parties agree otherwise.

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

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

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

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

Posting confirmations will occur within forty-eight (48) hours with each subsequent opening posted within forty-eight (48) hours of said confirmation. The Supplemental Group shall not have posting rights.

A team member, reassigned under the posting system (including the alternate posting process), would not be eligible to apply for another posted opening for twelve (12) months from the date of the reassignment.

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

If a team member is permanently placed under Letter 2, and they are currently part of repair, they will have the ability to post to the other like and similar positions as per Letter 50.

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

## SECTION OPENINGS

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

## PLANTWIDE OPENINGS

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

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

## ALTERNATE POSTING PROCESS FOR PRODUCTION TEAM MEMBERS

CAMI and the Union recognize that operational efficiency and product quality must be protected at all times. In situations when an opening is

created as a result of new business (e.g. new product allocation, volume increase, insourcing of sub-assembly work, etc.) or significant takt time changes, the alternate posting process outlined below will apply. If a situation aside from new business or takt time changes arises that would require a high volume of team members to move within the plant, the parties will meet to discuss the applicability of this alternate posting process. In such situations CAMI may hold reassigned team members in excess of fifteen (15) days up until the workplace adjusts accordingly.

## 1. Eligible Team Members

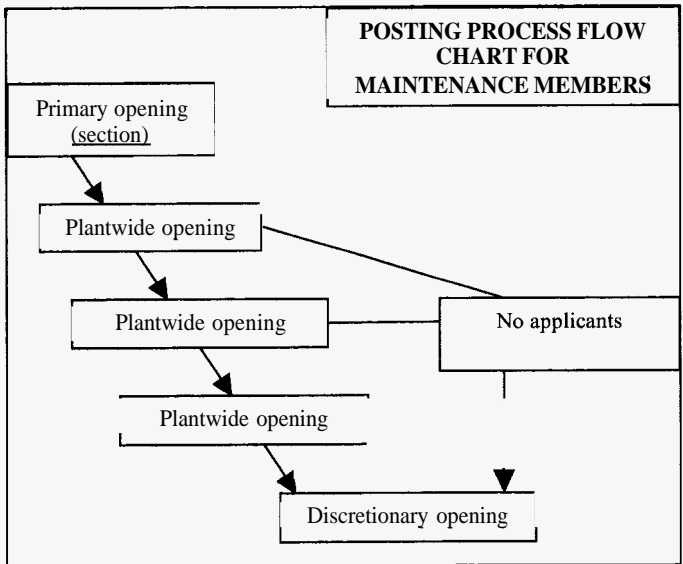
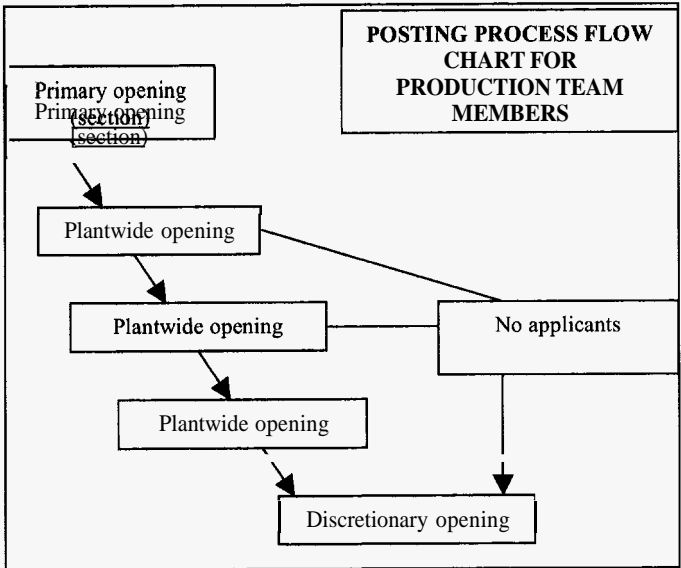
The same eligibility principles apply as outlined above.

## 2. Openings

CAMI will identify the primary opening. Such primary opening will be posted within the section. If a secondary opening is created within the section, or if there is no eligible applicant within the section, such opening will be posted plantwide. If a further opening is created, or if there is no eligible applicant within the plant, such opening will be filled at CAMI's discretion.

A team member will assume his/her new duties promptly. However, it is recognized that related considerations such as training requirements and staffing availability may impact the effective date in certain cases. It was agreed that for the purpose of this alternate posting process, CAMI will have the ability to do workforce planning up to six (6) months in advance. The subsequent movement of team members will take place according to the needs of the business. In cases when unanticipated circumstances arise, the parties agree to discuss potential solutions.

The parties agree that in the event unforeseen circumstances arise in the application of this alternate posting process, or in the event movement across the plant would adversely impact a specific area/team in the plant, CAMI and the Union will meet to discuss a mutually agreed upon resolution.



**(c) WORKFORCE ADJUSTMENTS**

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

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

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

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

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

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

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

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

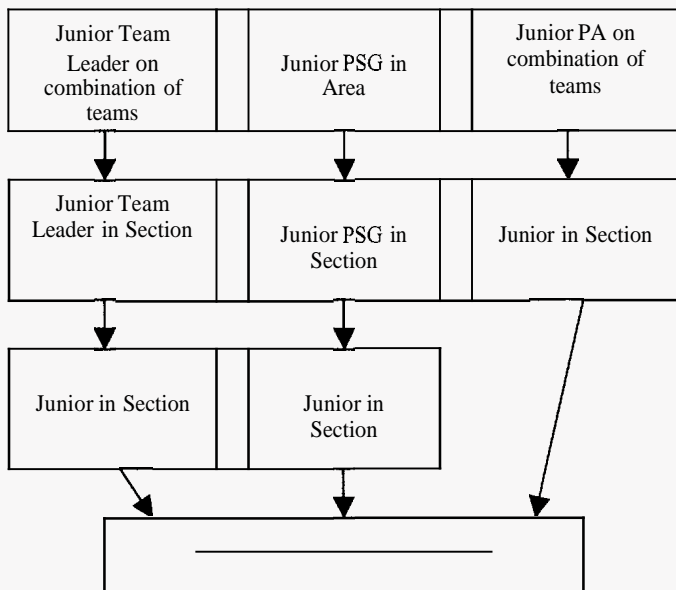
**(iv) ADJUSTMENTS FOR THE PURPOSES OF REDUCING THE NUMBER OF SKILLED TRADES TEAM MEMBERS**

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

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



## WORK GROUP REDUCTION PROCESS



### (d) TRANSFER OF OPERATIONS

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

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

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

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

**(e) TEMPORARYJOB STATIONS**

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

**23. SKILLEDTRADES**

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

**(b) JOURNEYPERSON**

Journey persons 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 journey person, 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 journey person card shall be considered as proof of these requirements. Copies of any documents presented pursuant to

meeting these requirements shall be provided to the Skilled Trades Committee person before hiring.

**(c) APPRENTICE**

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

**24. EQUIPMENT AND TOOLS**

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

**25. COMPENSATION**

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

	EFFECTIVE DATE		
	<u>9-17-07</u>	<u>9-15-08</u>	<u>9-21-09</u>
Production Associate	<u>33.58</u>	<u>33.88</u>	<u>34.18</u>
Production Support Group	<u>33.88</u>	<u>34.18</u>	<u>34.48</u>
Production Team Leader	<u>34.58</u>	<u>34.88</u>	<u>35.18</u>
Maintenance Associates	<u>39.90</u>	<u>40.20</u>	<u>40.50</u>
Maintenance Team Leader	<u>40.90</u>	<u>41.20</u>	<u>41.50</u>
Shift Engineers- Team Leader	<u>40.90</u>	<u>41.20</u>	<u>41.50</u>
Shift Operator 2nd Class	<u>39.90</u>	<u>40.20</u>	<u>40.50</u>
Shift Operators 3rd Class	<u>38.70</u>	<u>38.99</u>	<u>39.29</u>

From the effective date of this agreement through September 19, 2010 length of seniority qualifying team members for rate progression shall be:

Team members with:

Less than twelve (12) months seniority                      85% of **Full** Base Rate

Less than twenty-four (24) months seniority                      90% 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.

Temporary team members    85% of Full Base Rate

**26.            SHIFT PREMIUM**

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

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

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

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

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

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

## **29. EMERGENCY CALLBACK PAY**

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

## **30. OVERTIME PAY**

- a) "Overtime" as used in this Agreement means any hours compensated at time and one-half or double time. "Time and one-half" as used in this Agreement means one and one-half (1 ½) times the applicable straight time rate, including Cost of Living Allowance. "Double time" as used in this Agreement means two (2) times the straight time rate, including Cost of Living Allowance.
- b) A team member will be compensated for time worked at the team member's straight time rate except as otherwise provided herein.
- c) For purposes of this Paragraph 30(c), a team member's day shall be the twenty-four (24) consecutive hours beginning at the earlier of: the team member's regular shift starting time on a calendar day; or, the time the team member starts work for that shift.

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

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

This provision will not apply in the event:

- (i) the second shift is advanced on Fridays in a week when day shift overtime has necessitated a delayed second shift start on Thursday, or to situations in which a team member's shift hours have been changed at the team member's request (through a mutual shift exchange). Application of Paragraph 30(c)(i) may be waived by agreement between CAMI and the Union. or;
- (ii) a team member's work in excess of eight (8) hours on the team member's day is the result of a regularly scheduled shift change.

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

- d) Team members shall be paid at the rate of double time for all time worked by the team member on Sunday, to the extent that such time is not part of the team member's Saturday shift.
- e) Team members shall be paid at the rate of double time for all time worked by the team member on the holidays as specified in Paragraph 31 and for time worked on a specified holiday in excess of eight (8) hours worked on a shift which starts the preceding day and runs over into one of the specified holidays.
- f) In addition to the amount a team member shall be paid according to Paragraph 30(e), a team member who performs work on the holidays as specified in Paragraph 31 shall also receive further payment at the team member's regular hourly straight time rate for all hours worked in excess of eight (8) on such day(s).

- g) Shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement.

**31. HOLIDAY PAY**

**a) DESIGNATED HOLIDAYS**

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

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

and additional days in the Christmas-New Year period, the number and dates in any year to be 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 - 07/08 (16 days)

Friday, October <u>5</u> , 2007	Friday preceding Thanksgiving
Monday, October <u>8</u> , 2007	Thanksgiving
<u>Monday</u> , December 24, 2007	Christmas-New Year Period
<u>Tuesday</u> , December <u>25</u> , 2007	
<u>Wednesday</u> , December <u>26</u> , 2007	
<u>Thursday</u> , December <u>27</u> , 2007	
<u>Friday</u> , December <u>28</u> , 2007	
<u>Monday</u> , December 31, 2007	
<u>Tuesday</u> , January <u>1</u> , 2008	
Friday, March <u>21</u> , 2008	Good Friday
Monday, March <u>24</u> , 2008	Easter Monday
Friday, May <u>16</u> , 2008	Friday preceding Victoria Day
Monday, May <u>19</u> , 2008	Victoria Day
Friday, June <u>27</u> , 2008	Canada Day
Friday, <u>August 29</u> , 2008	Friday preceding Labour Day
Monday, September <u>1</u> , 2008	Labour Day

Friday, October <u>10</u> , 2008	Friday preceding Thanksgiving
Monday, October <u>13</u> , 2008	Thanksgiving
<u>Wednesday</u> , December 24, 2008	Christmas-New Year Period
<u>Thursday</u> , December <u>25</u> , 2008	
<u>Friday</u> , December <u>26</u> , 2008	
<u>Monday</u> , December 29, 2008	
<u>Tuesday</u> , December 30, 2008	
<u>Wednesday</u> , <u>December 31</u> , 2008	
<u>Thursday</u> , January 1, 2009	
<u>Friday</u> , January 2, 2009	
Friday, April <u>10</u> , 2009	Good Friday
Monday, April <u>13</u> , 2009	Easter Monday
Friday, May <u>15</u> , 2009	Friday preceding Victoria Day



<u>Monday, May 18, 2009</u>	Victoria Day
<u>Friday, July 3, 2009</u>	Canada Day
Friday, <u>September 4, 2009</u>	Friday preceding Labour Day
<u>Monday, September 7, 2009</u>	Labour Day

3rd Year 09/10 (16 days)

Friday, <u>October 9, 2009</u>	Friday preceding Thanksgiving
<u>Monday, October 12, 2009</u>	Thanksgiving
<u>Thursday, December 24, 2009</u> <u>Friday, December 25, 2009</u> <u>Monday, December 28, 2009</u> <u>Tuesday, December 29, 2009</u> <u>Wednesday, December 30, 2009</u> <u>Thursday, December 31, 2009</u> <u>Friday, January 1, 2010</u>	Christmas-New Year Period
Friday, <u>April 2, 2010</u> Monday, <u>April 5, 2010</u>	Good Friday Easter Monday
Friday, <u>May 21, 2010</u>	Friday preceding Victoria Day
<u>Monday, May 24, 2010</u>	Victoria Day
Friday, <u>July 2, 2010</u>	Canada Day
Friday, <u>September 3, 2010</u>	Friday preceding Labour Day
<u>Monday, September 6, 2010</u>	Labour Day

**c) ELIGIBILITY**

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

**d) QUALIFIERS**

- (i) Team members shall receive eight (8) hours pay for such Paid Holiday providing they work both the regular scheduled work day immediately preceding and the regular scheduled workday immediately following such Paid Holiday, and on such days team members must work as many hours as they are scheduled to work, less two (2).

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

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

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

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

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

**e) CHRISTMASNEW YEAR PERIOD**

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

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

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

**f) PAYMENTS FROM OTHER SOURCES**

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

**g) MODIFIED HOURS PROGRAM**

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

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

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

**SUMMER SHUTDOWN**

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

CAMI is committed to scheduling a two (2) week plant shut-down (Summer Shutdown) 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, except for Maintenance operations which will continue normal shift rotation.

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

For skilled trades team members only, any entitlement not coinciding with shutdown or with the provisions of Supplemental Vacation Allowance will be scheduled according to scheduling practices.

Team members receiving S&A benefits at any time during the Summer Shutdown shall take vacation equal to the total hours they would have otherwise used during this period prior to their return to work.

## **VACATION**

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

accordance with the following schedule:

SENIORITY AS OF JULY 1	TOTAL VACATION ENTITLEMENT	MAX. HOURS OF VACATION HOLD BACK
One (1) but less than two (2) years	104	16
Two (2) but less than three (3) years	112	16
Three (3) but less than five (5) years	140	16
Five (5) but less than ten (10) years	160	16
Ten (10) but less than fifteen (15) years	180	16
Fifteen (15) but less than twenty (20) years	200	16
Twenty (20) or more years	<u>240</u>	<u>16</u>

For each fifty (50) hours or part thereof by which a team member fails to work the specified qualifying hours, hours of vacation with pay entitlement will be reduced by five (5%) per cent. Vacation with pay will be the team member's applicable base rate and 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. Time for which a team member **is** absent on an approved Union leave of absence or absent and in receipt of income replacement benefits from the Workplace Safety and Insurance Board shall also be considered as "hours worked", provided the team member works during the preceding vacation year.

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

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

Team members placed on indefinite layoff will be paid unused vacation on the last full pay of the month preceding the month of layoff. Any additional earned vacation will be paid out at the end of the next vacation year.

Table 1

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

the

SVA Eligibility Date	SVA Eligibility Period	SVA Period
<u>June 30, 2007</u>	<u>January 1, 2007 to June 30, 2007</u>	<u>January 1, 2008 to June 30, 2008**</u>
<u>December 31, 2007</u>	<u>July 1, 2007 to December 31, 2007</u>	<u>July 1, 2008 to December 31, 2008**</u>
<u>June 30, 2008</u>	<u>January 1, 2008 to June 30, 2008</u>	<u>January 1, 2009 to June 30, 2009**</u>
<u>December 31, 2008</u>	<u>July 1, 2008 to December 31, 2008</u>	<u>July 1, 2009 to December 31, 2009**</u>
<u>June 30, 2009</u>	<u>January 1, 2009 to June 30, 2009</u>	<u>January 1, 2010 to June 30, 2010**</u>
<u>December 31, 2009</u>	<u>July 1, 2009 to December 31, 2009</u>	<u>July 1, 2010 to December 31, 2010**</u>
<u>*June 30, 2010</u>	<u>*January 1, 2010 to June 30, 2010</u>	<u>*January 1, 2011 to June 30, 2011**</u>

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## LAYOFFS

Team members who have a full week of vacation or SVA scheduled during a layoff week shall take the vacation or SVA as scheduled. Team Members who have less than a full week of vacation scheduled during a layoff week will be given the opportunity to reschedule this time. The team member will be required to reschedule this time into open slots in the vacation schedule, If the vacation schedule is full the Company will have the option of either increasing the allotment in the vacation schedule or allow the time to be carried forward into the following vacation year but in no case will the time be carried further than three (3) months into the following vacation year before it is both scheduled and taken.

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

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

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

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

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

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

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

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

**37. PAY DAY**

The weekly pay period will run each Sunday to Saturday. The team members will be paid on Thursday the earnings of the previous week.

**38. BENEFITS**

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

Exhibit A Supplemental Agreement - Health Care Insurance Program

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

Exhibit C Supplemental Agreement - Pension Plan

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

Exhibit E Supplemental Agreement - Legal Services Plan

**39. LEAVES OF ABSENCE**

Leaves of absence will be granted at the discretion of CAMI giving due consideration to the needs of the team members. Leaves will be considered for the following reasons: occupational and non-occupational illness or injury, Union business, education, election to full-time public office, personal, military reserve training, appointment to government or community agencies, and intermittent incarceration according to Letter 51. Leaves of absence will not be unreasonably withheld.



With minimum advance notice of 24 hours CAMI will grant Union paid and unpaid leaves of absence for members of the Executive Board, Inplant and Standing Committee Chairpersons, except when the number of requests unreasonably disrupts the operation. In such 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.

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

#### **40. TUITION FEES**

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

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

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

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

**42. BEREAVEMENT**

In the event of the death of a team member's:

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

a team member with seniority covered by this Agreement shall be granted an excused absence for three or four regularly scheduled eight (8) hour work days as indicated above (including scheduled Saturdays (exclusive of overtime premium) but excluding non-scheduled Saturdays, Sundays and Holidays) within ten (10) days of the death and shall be compensated at the team member's base rate of pay + COLA + applicable shift premium, excluding any other premiums, so long as the team member 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 ail team member work-related problems or concerns except in instances of discipline or to a Human Rights violation. Matters pertaining to discipline of less than a three (3) working day suspension shall be referred directly to the Problem Solving Stage (step two). Discipline of three (3) working days or greater shall be referred directly to the Grievance Stage (step three). Human Rights issues will be dealt with through the procedure identified in Letter 71.

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

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

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

	<b>Discussion Stage (step 1)</b>	<b>Problem Solving (step 2)</b>	<b>Grievance Stage (step 3)</b>	<b>Grievance Stage (step 4)</b>
Team member work related problem	Team member, A/L	Team Member, Committee-person, A/L, A/M	E.R. representative , Production Manager, E.R. Assistant Manager, Committee-person, Plant Chairperson	Plant Chairperson, Skilled Trades Committee person as required, Union National representative, E.R. Assistant Manager, Manager of Personnel, Director of area involved

Discipline Issues < 3 working day suspension		Committee-person, A/L, AIM	E.R. representative, Production Manager, E.R. Assistant Manager, Committee-person, Plant Chairperson	Plant Chairperson, Skilled Trades Committee person as required, Union National representative, E.R. Assistant Manager, Manager of Personnel, Director of area involved
Discipline Issues 3 working day suspension or greater			E.R. representative, Production Manager, E.R. Assistant Manager, Committee-person, Plant Chairperson	Plant Chairperson, Skilled Trades Committee person as required, Union National representative, E.R. Assistant Manager, Manager of Personnel, Director of area involved
Policy Grievances			E.R. representative, E.R. Assistant Manager, Committee-person, Plant Chairperson	Plant Chairperson, Skilled Trades Committee person as required, Union National representative, E.R. Assistant Manager, Manager of Personnel, Director of area involved
Human Rights				Plant Chairperson, Union National representative, E.R. Assistant Manager, Manager of Personnel, Director of area involved

Production Standards	Team Member, AIL	Team Member, AIL, AIM, Production Standards Committee-person, Industrial Engineering	E.R. representative, E.R. Assistant Manager, Production Standards Committee-person, Industrial Engineering, Production Mananer, Plant Chairperson	Plant Chairperson, Union National representative, Mananer of Personnel, E.R. Assistant Manager, Production Standards Committee-person, Industrial Engineering leader, Director of area involved
Timing	2 working days to discuss issue and respond	5 working days to meet and respond	5 working days, plus schedule to meet. 5 working days to respond.	Meetings as required. 5 working days to respond.

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

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

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

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

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

Team members 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 Problem Solving Stage (2).

When a concern arises regarding a production standard that has been changed or established, the concern shall be discussed with the Area Leader. The Area Leader shall review the work elements, job layout, ensure that standardized work is being performed, tools are being used in the prescribed manner, and the team member is working at the expected normal working capacity of an experienced team member. Consideration should be given to the performance within the team and between shifts on the same workstation in determining an appropriate course of action. In the event that the matter is not resolved, the matter may be referred to Problem Solving Stage (Step 2).

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

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

For matters relating to Production Standards, the Area Leader shall notify the Industrial Engineering Department. The team member may request the Production Standards Committeeperson who will be sent for without undue delay. The Production Standards Committeeperson shall be provided access to the work elements and associated time values of the job. This information may be used to assist in the investigation of the workstation to determine the merits of the complaint. It is mutually recognized that it would be impractical to provide time study information during periods of production acceleration. The Industrial Engineer and Production Standards Committeeperson will apply their best efforts to resolve the concern at this stage. In the event the matter is still not resolved, the Production Standards Committeeperson may file a written grievance to Grievance Stage (Step 3).

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

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

If a Production Standards concern is settled at any stage of this procedure, the parties to the settlement will specify in writing what the elements are that constitute the workstation as settled including an updated time study. This settlement shall be considered binding on the group of team members performing the same operation for all shifts providing the elements of these workstations are exactly the same. in the event that the content of the workstation is subsequently changed, a concern may be submitted only for those specific elements that have been affected.

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

The parties agree that there will be weekly Step Three Meetings if required. This meeting will include the following five (5) persons, the Union Chairperson, Zone Committeeperson, Employee Relations Representative, Assistant Manager of Employee Relations and Department Manager. The Production Standards Coinmitteeperson and Industrial Engineering will attend for Production Standards grievances. 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.

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.

After a production standards grievance is filed on a workstation, the Production Standards Coinmitteeperson will be informed in writing of any change in work content that results in an increase or decrease in work content or which is made in an attempt to adjust the grievance.

In the event a standard has not been established on a workstation, or a production standards grievance has been submitted, a team member who is following the prescribed method, using the tools provided in the prescribed manner, and working at the expected reasonable capacity of an experienced team member, will not be disciplined for failure to obtain an expected amount of production on that workstation.

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

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 Manager of Personnel, the Assistant Manager of Employee Relations, the Director of the area involved, the Union Chairperson, the Skilled Trades Committeeperson as required and the

Union National Representative. The Production Standards Committee person and Industrial Engineering leader will attend for Production Standards grievances. Either party may request a designate and/or an advisor to attend. In the event of an appeal regarding the interpretation or application of the Supplemental Agreement Plan(s), the Director of the area will be substituted by the CAMI Benefits Supervisor.

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

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

## **(5) ARBITRATION**

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

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

## **GENERAL**

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

Any problems regarding the above language shall be reviewed immediately by the Manager of Personnel and 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 team members, or to a Union policy grievance which **an** individual grievant could not bring, or to a management grievance. The Union and Management grievances may be referred directly to the third step grievance meeting, within five (5) working days of the events involved or the knowledge of the events.

A Production Standards related grievance, prior to being moved to the Arbitration Stage of the procedure herein, may be subject matter for agreement between the parties for a review by a third party.

For matters relating to Production Standards, the arbitrator shall only be provided access to all pertinent information and documents related to the grievance and may review the particular operation. The arbitrator shall rule on the validity and accuracy of the job elements of the grievance.

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

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

Either party may approach the other party, once during the life of the current 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 a team member is called to a disciplinary interview by a member of supervision, the team member will be *so* informed before the interview and will be advised of entitlement to Union representation during the interview. Should a team member elect Union representation, the interview will not proceed until the Union representative is present. At the time a team member is called to a disciplinary interview, the member of supervision will identify the specific nature of the concern to the team member.

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

A team member will be provided a copy of any disciplinary notice entered on the team member's record.

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

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

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

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

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

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

- (a) Seniority lists.
- (b) Team members by rate.
- (c) Team members transferred into or out of the bargaining unit.
- (d) Team members on leave of absence for more than one week and the reason specified for the leave.

- (e) Team members on layoff for more than one week and team members recalled from layoff of more than one week.
- (f) Team members who have lost seniority, including those discharged.
- (g) The names and addresses, including postal codes, and telephone numbers of all team members covered by the Collective Agreement. (It will be the responsibility of the team member to keep CAMI advised of their current address and postal code at all times. The information so provided will be regarded as the team member's official address for all purposes under this Agreement.)
- (h) A list of those team members when dues deductions are made, and a list of those team members when dues deductions are not made and the reason therefore.
- (i) Team members on occupational leaves of absence, including team member number, department, date of injury, return to work date, time lost and claim number.
- (j) Reports indicating usage of income security will be provided to the Union.

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

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

The parties agree to establish a Joint Health and Safety Committee (JHSC) consisting of the elected Health and Safety representatives from all shifts representing the Union, and up to an equal number of members representing CAMI. The JHSC shall meet at least once a month to review health and safety issues and make appropriate recommendations to management. The primary responsibility of the JHSC shall be to actively promote measures to ensure the Health and Safety of all bargaining unit team members at CAMI.

##### **b) REPRESENTATION**

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

number of full time Health & Safety Representatives shall be adjusted to reflect the number of production shifts.

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

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

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

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

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

**c) REPRESENTATION ON OVERTIME**

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

capacity of the Health & Safety Representative, shall assume the overtime rights of the Health & Safety Representative.

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

POSITION	MANDATORY	VOLUNTARY
Health and Safety Representative	1 Section on Shift Excluding Stamping and Q.C. and M/H	<u>75</u> Team Members in the Plant on shift

#### **d) RESPONSIBILITIES**

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

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

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

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

Health & Safety Representatives and their alternates may have access to all CAMI monitoring equipment for all safety and hygiene

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

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

**f) MONTHLY SAFETY TALKS**

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

**g) SEMI-ANNUAL WORKPLACE INSPECTIONS**

A semi-annual workplace inspection of all departments shall be completed by JHSC Worker Members. It is also agreed that in order to complete the inspection in a timely fashion, Health & Safety Representative Alternates are to be incorporated in the workplace inspection schedule. The Company also agrees to establish and maintain monthly team safety audits. These audits will be conducted by the 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 (Parts I and II), in accordance with the OHS Act, within a reasonable time. The JHSC will provide recommendations on certification training requirements and sources.

**i) PERSONAL PROTECTIVE EQUIPMENT**

Personal protective devices, equipment and clothing deemed necessary by CAMI to protect a team member's health and/or safety will

be supplied at no cost to the team member by CAMI. The JHSC shall be consulted in the selection, use and elimination of any safety protective devices, equipment and / or clothing that is to be used/worn by the team member.

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

**52. BULLETIN BOARDS**

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

**53. STRIKES AND LOCKOUTS**

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

**54. COMMUNICATIONS**

At the **start** of each production shift, a paid four (4) minute communication meeting will be scheduled for all team members. The communication meeting **may** be held at a time other than the start of a production shift on mutual agreement of CAMI and the Union.

In areas where production priorities require continuous flow of operations, alternate methods and schedules will be determined by the section(s).

**55. TERM OF THE AGREEMENT**

This Agreement shall be in force from the date hereof until 10:59 p.m. September 19, 2010.

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

D. Wenner  
D. Scott  
K. Sandham  
B Harkness  
G. Taylor  
M. Armitage  
B. MacDonald  
A. Pronesti  
C. Thomson  
J. Nunn  
M. Murdoch  
J. Connolly  
J. Fournier  
D. Cooper  
M. Root  
S. Riddick  
J. Lancaster

M. Van Boekel  
C. Austin  
M. Montgomery  
G. Reeder  
D. LeFrank  
P. Van Schaik  
D. Comeau  
J. Wright  
C. Wilson  
E. Vandenberghe  
J. Ramackers  
A. MacMeekin  
P. Blackwood  
J. Scanlon



## APPENDIX A

### TRANSFERS TO AND FROM THE BARGAINING UNIT

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

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

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

## **APPENDIX B**

### **STANDARDS OF APPRENTICESHIP**

#### **ARTICLE 1.0 - DEFINITIONS**

- (a) The term "CAMI" shall mean 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 Ministry of Training, Colleges and Universities.
- (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 Ministry of Training, Colleges and Universities.
- (e) The term "Apprentice" shall mean a member of the bargaining unit who is engaged in learning and assisting in the trade to which they have been assigned and who has signed an apprenticeship agreement with CAMI to provide for their training.
- (f) "Committee" shall mean the Joint Apprenticeship Committee of CAMI and the Union.
- (g) "Apprenticeship Co-ordinator" shall mean the person assigned the responsibility, by CAMI, of performing the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document including these definitions.

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

- 2.1 The Joint Apprenticeship Committee will be composed of four persons, two members representing CAMI and two members representing the Union. One of the Union members shall always be the elected Skilled Trades representative of the Union Committee. The other Union member of the committee, shall be appointed by the Local Union and shall represent a different trade from the Skilled Trade Committee person. One

of the CAMI representatives will be a skilled tradesperson or a person with a trades related background. An apprentice shall also be appointed to sit on the Committee as a non-voting member with the understanding that they should not be privy to any information pertaining to individual apprentices.

- 2.2 The Joint Apprenticeship Committee shall meet a maximum of once a month or less often as required. CAMI will pay for all such meetings held by the Joint Apprenticeship Committee during the regular shift of the Apprentice Committeeperson.
- 2.3 The Joint Apprenticeship Committee will have decision making ability with respect to the provisions of this Appendix with the exception of Article 7.0 - WAGES. Decision making ability will also include the process used to evaluate candidates, review of school curriculum, costs while attending school and cost of school projects. The Joint Apprenticeship Committee shall also make recommendation(s) with respect to legislated changes as they affect the Apprenticeship Board. Should the Committee be unable to reach an acceptable resolution, a Company representative and the Union Chairperson will discuss the concern with the Apprenticeship Committee.

### ARTICLE 3.0 - SENIORITY

- 3.1 There will be a separate apprentice seniority list for each group of apprentices in their respective trades. The date of entry onto the list shall be the first day worked as a contracted apprentice with CAMI.

The skilled trades seniority date for a team member completing the apprenticeship program and being accepted as a journeyman will be the date of registration in the apprenticeship in the respective trade. No apprentice shall acquire seniority as a skilled trades journeyman for time in a CAMI apprenticeship prior to March 2, 1992. A team member will be transferred from the apprentice seniority list to the appropriate skilled trade seniority list when the team member has provided CAMI with proof of the issuance of the Certificate of Completion.

- 3.3 In those instances where an apprentice attains journeyman **status** and there is no regular Maintenance Associate opening at that time, the team member will be given an assignment at the discretion of CAMI until such time as an opening becomes

available. CAMI will consult with the Skilled Trades committee person prior to reaching final decision regarding the assignment.

- 3.4 A team member with seniority who enters the CAMI Apprenticeship Program shall, during the period of their apprenticeship, retain and accumulate plant seniority. If laid off or disqualified from the Apprenticeship Program for reasons not resulting in their termination, the team member shall be returned, when practical, to the section to which the team member was assigned at the time they joined the program according to the team member's plant seniority. In these instances, such re-assignments shall be as Production Associates. Time worked by the team member in the Apprenticeship Program will be considered in the determination of the "grow-in" level for an apprentice being returned to a Production Associate position.
- 3.5 The first five hundred (500) hours of apprentice time shall be a grace period. During the grace period, the apprentice may elect to return to their previous classification as of the first available opening. The team member shall be returned, when practical, to the section to which the team member was assigned at the time they joined the program according to the team member's plant seniority (including time served in the apprenticeship). The apprenticeship agreement will be cancelled and the registration agency advised of such.
- 3.6 Apprentice layoffs will be at the discretion of CAMI. Apprentice seniority will continue to apply within each group of apprentices by trade where layoff or recall becomes necessary. Where apprentice seniority and qualifications are equal, plant seniority will apply.

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

- 4.1 The apprentice will follow hours of work and a shift rotation developed by the Area Leader in the section to which the apprentice is temporarily assigned.
- 4.2 Where practical, apprentices shall not be offered overtime until all journeymen 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 pari 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 team member shall not be eligible to submit applications for transfers pursuant to Paragraph 22 of the Collective Agreement until the team member has been assigned an opening as a Maintenance Associate in a plant section.

#### **ARTICLE 7.0 - WAGES**

- 7.1 (a) Upon entering the apprenticeship program, the wage rate for an individual apprentice 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  
4<sup>th</sup>/5<sup>th</sup> 1000 hours - 86 % of the current Journeyperson's base rate  
6th 1000 hours - 87 % of the current Journeyperson's base rate  
7th 1000 hours - 88 % of the current Journeyperson's base rate  
8th 1000 hours - 92 % of the current Journeyperson's base rate  
9th 1000 hours - 96 % of the current Journeyperson's base rate  
Successful Completion - 100 % of the current Journeyperson's base rate

Apprentices will receive the full 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 Centre to apply to the Ministry of Training, Colleges and Universities 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

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 "Technical Standards and Safety Act, 2000" as amended to Ontario Regulation 219/01.

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

#### APPLICATION

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

#### DESCRIPTION

There are 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	WEEK2	WEEK3	WEEK4	WEEK5
36 (3x12hr)	48 (4x12hr)	36 (3x12hr)	48 (4x12hr)	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 - 1500 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 team members make plans and commitments around their shift schedule, every reasonable attempt will be made to provide Operating and Shift Engineers with 30 calendar days notice of a permanent change in shift assignment and 48 hours notice of temporary change in shift assignment.

### **LUNCH PERIOD:**

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

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

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

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

## **SHIFT PREMIUM**

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

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

## **SUNDAY PREMIUM:**

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

## **OVERTIME PAY**

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

A Powerhouse team member shall be paid

- (a) Time and one-half of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, except for Sunday and Holidays covered under (c) and (d).
- (b) Time and one-half of (base rate + COLA) for all hours worked in excess of 200 hours worked without overtime premium over a regular scheduled 5 week cycle. For the purpose of this calculation, regular hours not worked for any reason will be considered as hours worked without overtime premium. If the team member is scheduled to work less than 40 hours in the Maintenance Relief week due to a change in schedule, then overtime pay accumulated during the previous 4 week (12 hour) cycle will not be affected.

- (c) Double time of (base rate + COLA) for all hours worked in excess of the regular scheduled hours, if hours worked are on a shift which where the majority of hours fall on Sunday.
- (d) Double time of (base rate + COLA) for all hours worked on a regularly scheduled shift where the majority of hours fall on a CAMI paid holiday, except during the Christmas-New Year Period as described hereafter.
- (e) Unless such hours qualify for double time under (c) or (d), time and one half of (base rate + COLA) for all hours worked during the 1st shift of a shift change, if the Company fails to provide the required notice period of the change in the regular schedule shift assignment (30 calendar days of a permanent change of the regular shift assignment and 48 hours for a temporary change in the regular shift assignment).

**CAMI HOLIDAYS: (EXCLUDING CHRISTMAS - NEW YEAR PERIOD)**

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

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

- (a) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, plus eight (8) hours pay at the team member's (base rate + COLA) for such paid holiday, or
- (b) Double time of (base rate + COLA) for all hours worked on a twelve (12) hour shift as described above, where the majority of hours fall on a CAMI paid holiday, and the ability to schedule a subsequent day off, with eight (8) hours pay, in lieu of the holiday, while the team member is assigned to week 5 of

the shift pattern. Such a day shall hereafter be referred to as a “banked” day.

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

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

It is understood that at no time shall a team member be allowed to have “banked” more than five (5) such days at any one time.

#### **CHRISTMAS/NEW YEAR PERIOD:**

For hours worked during the Christmas-New Year period as defined in Section 31 of the CAMI - CAW Labour Agreement, Shift Engineers and Shift Operators will receive a premium equal to their straight time rate for all hours worked, excluding Saturday(s) which will be at a premium equal to one-half their straight time rate. All hours worked as part of a mutual exchange of shift during this period will be paid at the rate applicable to the normally scheduled team member.

#### **JURY DUTY/BEREAVEMENT PAY:**

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

#### **VACATIONS:**

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

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

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

## **TEMPORARY ASSIGNMENTS**

### 3rd Class Shift Operator to 2nd Class Shift Engineer

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

## **PAY FOR KNOWLEDGE:**

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

## **MUTUAL SHIFT CHANGES**

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

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

## **SENIORITY**

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

## **PAYROLL:**

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

200 regular straight time hours

208 hours x 0.9% per hour of base rate continuous shift premium

84 hours x 10 % per hour night shift premium

24 hours x 1/4 Sunday premium

8 hours x 1 1/2 overtime

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

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

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

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

For each four weeks of 12 hour shifts

- 40 hours regular (40 hrs x base rate + COLA)
- 40 hours continuous shift premium  
(40 hrs x 0.9% per hour of base rate premium)
- 21 hours shift premium (21 hrs x 10 % per hour premium)
- 6 hours Sunday premium (6 hrs x 1/4 premium)

For 5th Maintenance Relief Week

- 40 hours regular (base rate + COLA)

- 8 hours overtime (8 hrs x 1 1/2 overtime)
- 48 hours continuous shift premium  
(48 hrs x 0.9% per hour of base rate premium)

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

**GOVERNMENT APPROVAL:**

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

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

## APPENDIX D

### JOB SECURITY – SKILLED TRADES

#### MAINTENANCE PHILOSOPHY:

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

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

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

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

The policy of CAMI is to fully communicate with the Union. CAMI believes that this review will enable the Company and the Union to fully understand CAMI's needs respecting machinery and equipment repair and



maintenance and will facilitate the ability of CAMI to understand team member skill levels and training needs of its skilled trades team members.

### **JOB SECURITY:**

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

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

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

More specifically:

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

priority for the work, before letting the contract provided that they can perform the available work.

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

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

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

## APPENDIX E

### COST OF LIVING ALLOWANCE

Effective with the date of this agreement, one dollar, sixty-two cents (\$1.62) of the total of one dollar, sixty-seven cents (\$1.67) 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 17, 2007, who have not yet attained twenty-four (24) 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 17, 2007, who have not yet attained twenty-four (24) 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 each month, beginning in December, 2007, and following each quarter afterward, (March, June, September, December), with the final adjustment of this labour agreement being made September, 2010.

These adjustments will be in the same amount as generated under the terms of the 2005 GM/CAW Master Agreement.

No COLA adjustment will be made in September 2008. 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 2005 GM/CAW Oshawa Local Wage Agreement.

Base Rate<sub>2</sub>            the current rate corresponding to the "Electrician" classification under the 2005 GM/CAW Oshawa Local Wage Agreement.

2. CAMI Full Base Wage Rates Effective September 17, 2007:

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

P.A. Full Base Rate Effective September 18, 2006 (\$31.51)

+ Base Rate<sub>1</sub> increase effective September 19, 2005 (**\$0.45**)

+ CAMI COLA fold-in effective September 17, 2007 (\$1.62)

-----  
**\$33.58**

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

CAMI P.A. Full Base Rate (\$33.58)

+ \$0.30

-----  
**\$33.88**

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

CAMI P.A. Full Base Rate (\$33.58)

+ \$1.00

-----

\$34.58

- 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 18, 2006 (\$37.42)

+ Base Ratez increase effective September 19, 2005 (\$0.86)

+ CAMI COLA fold-in effective September 17, 2007 (\$1.62)

-----

\$39.90

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

M.A. Full Base Rate (\$39.90)

+ \$1.00

-----

\$40.90

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

CAMI M.A. Base Rate (\$39.90)

X .97 and rounded to nearest whole cent.

-----

\$38.70

3. CAMI Full Base Wage Rates Effective September 15, 2008:

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

P.A. Full Base Rate effective September 17, 2007 (\$33.58)  
+ Base Rate, increase as effective September 18, 2006 (\$0.30)  
-----  
\$33.88

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

CAMI P.A. Full Base Rate (\$33.88)  
  
+ \$0.30  
-----  
\$34.18

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

CAMI P.A. Full Base Rate (\$33.88)  
  
+ \$1.00  
-----  
\$34.88

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

M.A. Base Rate effective September 17, 2007 (\$39.90)  
+ Base Rate<sub>2</sub> increase as effective September 18, 2006 (\$0.30)  
-----  
\$40.20

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

M.A. Base Rate (\$40.20)

+ \$1.00

-----  
\$41.20

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

CAMI M.A. Base Rate (\$40.20)

X .97 (rounded to the nearest full cent)

-----  
\$38.99

4. CAMI Full Base Rates Effective September 21, 2009:

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

P.A. Full Base Rate effective September 15, 2008 (\$33.88)

+ Base Rate<sub>1</sub> increase as effective September 17, 2007 (\$0.30)

-----  
\$34.18

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

CAMI P.A. Full Base Rate (\$34.18)

+ \$0.30

-----  
\$34.48

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

CAMI P.A. Full Base Rate (\$34.18)

+ \$1.00

-----  
\$35.18



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

M.A. Base Rate effective September 15, 2008 (\$40.20)

+ Base Rate<sub>2</sub> increase as effective September 17, 2007 (\$0.30)

-----  
\$40.50

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

M.A. Base Rate (\$40.50)

+ \$1.00

-----  
\$41.50

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

CAMI M.A. Base Rate (\$40.50)

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

-----  
\$39.29

- 5.A. For Production Associates, Production Support Group and Production Team Leaders hired on or after September 17, 2007, 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

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

90% Base Rate = .90 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

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 17, 2007, 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 \$1.62) x % adjustment + \$1.62

This will have the effect of providing the unreduced benefit of the one dollar and sixty-two cents (\$1.62) CAMI Cost of Living Allowance folded into base rates (see Appendix E).

6. In the event a team member is promoted from Production Associate to Production Team Leader during the team member's new hire progression period, such team member's Base Rate shall be increased upon confirmation of promotion. Thereafter, such team member's Base Rate will be adjusted according to the Hire Rate progression schedule set forth in SA above based on the team member's seniority.

**APPENDIX G - DELETED**

**APPENDIX H - DELETED**

**APPENDIX I**  
**UNION REPRESENTATION DURING PERIODS OF LAYOFF AND SUMMER SHUTDOWN**

<b>POSITION</b>	<b>LAYOFF</b>	<b>SUMMER SHUTDOWN</b>
Plant Chairperson (Days)	10 Team Members in the plant	10 Team Members in the Plant
Zone Committeeperson	10 Team Members in the zone on the Shift	10 Team Members in the zone on the Shift
Skilled Trades Committeeperson (Days)	10 Team Members in Trades	10 Team Members in the Trades
Joint Health and Safety Committeeperson	75 Team Members in the Plant on the Shift	100 Team Members in the Plant on shift
Production Standards Committeeperson (Days)	50% of Team Members in the Plant they represent	50% of Team Members in the Plant they represent
Lineside Ergonomics Representative (Days)	50% of Team Members in the Plant they represent	50% of Team Members in the Plant they represent
Benefits Committeepersons (two) (Days)	50% of Team Members in the Plant they represent	50% of Team Members in the Plant they represent
Human Rights/Employment Equity/Placement Committeeperson (Days)	50% of Team Members in the Plant they represent	50% of Team Members in the Plant they represent
Employee Assistance/Addictions Committeeperson (Days)	50% of Team Members in the Plant they represent	<del>50% of Team Members in the Plant they represent</del>

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

During “blackout” periods, when both production and skilled trade team member groups are scheduled to be on temporary layoff, other than essential service operations, the following Union Representation will be given an opportunity to work on Union business:

- \* 1 Plant Chairperson or designate
- \* 2 Benefits Committeepersons or designates
- \* 1 Skilled Trades Committeeperson or designate
- \* 1 Committeeperson or designate

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During “blackout” periods, when both production and skilled trade team member groups are scheduled to be on vacation , other than essential service operations, during the summer shutdown period, the following Union Representation will be given an opportunity to work on Union business:

- \* 1 Plant Chairperson or designate
- \* 2 Benefits Committeepersons **or** designates
- \* 1 Skilled Trades Committeeperson or designate
- \* 2 Committeeperson or designate

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

**APPENDIX J - DELETED**

## LETTER 1

### THREE SHIFT OPERATIONS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

For the calculation of overtime pay during the regular production work week, eight (8) straight time hours pay shall be deemed to be equivalent to eight (8) hours worked.

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

CAMI will schedule a ten (10) minute paid rest period for each team member in each half shift. Having established a schedule of rest periods, any temporary advancement of the rest period shall be limited to not more than ten (10) minutes.



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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 2

### PLACEMENT PROCEDURE FOR PERMANENTLY DISABLED TEAM MEMBERS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

These agreed guidelines will be followed:

1. The injured worker must report to the CAMI Health Centre, bringing with them all medical notes and documentation with respect to their medical diagnosis, level of disability, and applicable restrictions. Restrictions must be written by either a Specialist or the Workplace Safety and Insurance Board (WSIB) or as agreed to mutually by the committee. The CAMI Health Centre will provide a copy of the Permanent Restrictions, with written consent of the team member, to the HumanRights/Employment Equity/Placement Committee person.
2. Suitable work will be identified according to the steps listed below, and will be offered in accordance with seniority, or other provisions of the Collective Agreement. The steps taken to search for suitable work for the disabled team member will be documented by the Placement Coordinator and the Human Rights/Employment Equity/Placement Committee person. When a medical placement is to be made, written notification will be provided to the Plant Chairperson and the affected Zone Committee person. The Zone Committee person will also receive written notification of all temporary placements under Letter 2.
3. The initial search for suitable work (the ability to perform at least 50% of the jobs on the team) will be in the team member's team of record (last documented team). CAMI will endeavour to

accommodate the essential duties of the work through workplace modifications.

4. If unsuccessful in step three, the search expands in the order of teams as mutually agreed to by the Placement Review Committee.
5. If unsuccessful in step four, the same steps will be followed considering the ability to perform less than 50% of the jobs on the team, but greater than one job, commencing with the team member's team of record.
6. If step five is unsuccessful, the same procedure will be followed considering singular work .
7. When a permanently disabled team member becomes medically placed on a team they will displace the junior team member of the combined shifts on the team and that becomes the permanently disabled team members team of record.

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

### LETTER 3

#### CAMI INITIATED CHANGES OF SHIFT

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, the Union raised a concern that team members had been required by CAMI to change from one production shift to the other during the week. There was a concern that this can cause the team member to have a "short turnaround" from evening to day shift and generally disrupt the team member'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 team members' week except in those circumstances in which the team member agrees to the mid-week change. It is agreed in circumstances where CAMI requires a team member to change shifts that two (2) working days notice will be provided.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 4

### DRUG AND ALCOHOL TESTING

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 5**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

In order to establish a team member's eligibility for bereavement pay in situations involving a spousal relationship, the spouse of record will be the person identified to **CAMI** 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,

David Wenner  
Manager, Personnel

**LETTER 6**

**EMPLOYEE PRODUCT PURCHASE PROGRAM**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 team member or member of the team member's immediate or extended family, in accordance with the CAMI Vehicle Purchase Program, enabling a CAMI team member or family member sponsored by a CAMI team member, to purchase any GM vehicle at exactly the same discount price as a General Motors' employee.

For a listing of all current eligible participants see the most current listing in Team Member Services. In addition, applications for the Employee Product Purchase Program can be picked up at Team Member Services.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 7

### TEAM MEMBER RESIGNATIONS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boekel:

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

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

In such situations, the team member should meet with the CAMI 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 team member **may** be reinstated with full seniority with no financial liability to CAMI for any period of time not worked by the team member.

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

Yours truly,

David Wenner

Manager, Personnel



## LETTER 8

### ENVIRONMENTAL COMMITTEE

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 team members.

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 team members. In addition, CAMI may activate the Joint Environmental Committee **up** to sixteen **(16)** hours per month in support of Company environmental projects or activities.

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 team members 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,

David Wenner  
Manager, Personnel

## **LETTER 9**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW.

Dear Mr. Van Boekel:

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

#### **REFERENCE GROUPS**

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

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

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

1. Saturday, Sunday and Paid Holidays

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

2. Shift Extension, Monday through Friday excluding Paid Holidays

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

3. Before Shift, Monday through Friday excluding Paid Holidays

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

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

## **SUPPLEMENTATION**

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

## Saturday, Sunday and Paid Holidays

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

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

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

3. Before Shift, Monday through Friday excluding Paid Holidays

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

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

## **RECORDING/TRACKING**

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the team member would have been paid if they had worked. For example, if a team member accepts or declines four (4) hours at time and a half, they are credited with six (6) hours of opportunity (4 X 1.5).

Every opportunity made available to a team member shall be recorded, but no team member shall be credited for the same opportunity more than once. However, in no case shall the number of hours credited on a calendar day exceed the number of hours which would be credited to a team member working twelve (12) hours on such calendar day. Should an offer to work overtime subsequently be withdrawn, no member of the group shall be credited with having accepted or refused the opportunity.

An opportunity is defined as any situation wherein an overtime premium would be paid under the provisions of Paragraph 30; however, premiums paid in place of straight time will not be credited against affected team members. The opportunity need not be specific to a particular job and/or function.

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

A team member unavailable or absent from the group for five (5) working days or more, 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.

Team members 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. Team members called at home for notification of work on the following day or days will be credited for such hours.

A team member reassigned outside their reference group shall be asked for overtime in their "home" reference group. Any and all overtime opportunities made to the team member outside their reference group shall be credited to their "home" reference group. Upon their return to the "home" reference group, the affected team member will not assume the average hours.

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

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

A team member joining a newly formed reference group, which had not previously existed, along with other new team members, will have all hours carried from their previous group allocated to zero (0) hours. Should a reference group be restructured in such a manner that two (2) or more new reference groups are formed, the new reference group(s) shall carry no hours from the original reference group. The effect shall be to start the new reference group(s) with a base of "zero" hours.

### **MUTUAL EXCHANGES OF SHIFT**

Team members on another team and therefore in another reference group as a result of a mutual exchange of shift shall assume the recorded

numbers of hours total of the team member with whom they have exchanged.

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

## **RECORDING/YEAR END**

On January 1<sup>st</sup> of each year, the totals for all team members will be adjusted. For each reference group, the member with the lowest number of hours will be set at “zero”. The totals for all of the other members in the group will be lowered maintaining the differences between them.

## **EQUITABLE DISTRIBUTION**

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

It was agreed that the effective management of overtime opportunities was required in order to prevent large discrepancies of opportunity within the reference group. It was agreed that the offering of overtime in a manner consistent with keeping the hours of opportunity between team members on the reference group as close as possible. However, should the difference between the highest and lowest numbers in a reference group become greater than a thirty-six (36) hour (adjusted) gap, the member(s) of the group outside the gap at the lower end shall have recourse to bring this to the 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 future reference. Within thirty (30) days from that time a member(s) of the group who has so notified the Area Leader shall be offered opportunity to work overtime sufficient to bring them within thirty-six (36) hours (adjusted) of the member of the group with the highest recorded opportunity. Should such a team member at any time within the thirty (30) day period accrue such opportunity as to be within the gap, the concern of the team member shall be considered resolved.

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

It is recognized that from time to time the team leader will be required to participate in the planning for takt time, process modifications and model changes. Up to forty-eight (48) adjusted hours of overtime, per year, may be used for such planning without being carried back to the reference group. The bank of **up** to forty-eight (**48**) adjusted hours shall be reset to zero (0) hours on January 1 of each year thereafter.

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

## **NOTICE**

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

it is not intended that these guidelines will circumvent the requirement of each team member to work eight (8) hours of overtime per week as provided for in the Collective Agreement (Par. 33). It is understood that these guidelines are intended to facilitate the equitable distribution of the opportunity to work overtime.

Yours truly,

David Wenner  
Manager, Personnel



## LETTER 10

### **EMPLOYEE NEW VEHICLE PURCHASE PROGRAM**

CAMI Automotive Inc.

September 17, 2007

Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations the parties discussed providing a cash payment for team members who purchase or lease vehicles under the Employee Vehicle Purchase Program during the life of this 2007 agreement. The cash payment is subject to the following conditions:

- This cash payment is applicable exclusively to team members
- In order to be eligible a team member must have a minimum of one (1) year of seniority and be actively at work at the time of purchase or lease
- The team member may elect either Option A or Option B as outlined below, one (1) time only during the life of this agreement
- The vehicle must be listed as an eligible vehicle at the time of lease or purchase
- The cash payment is a taxable benefit that will be taxed in accordance with Canada Revenue Agency taxation legislation and will be reported as such

#### **Option A (CAMI Automotive built vehicle):**

- Upon confirmation that the employee has purchased or leased one (1) CAMI Automotive built vehicle under the terms of the Employee Vehicle Purchase Program. CAMI will pay a \$3,000 cash payment directly to the team member towards vehicle related expenses. This payment is a taxable benefit

Option B (Non CAMI Automotive built vehicle):

- Upon confirmation that the employee has purchased or leased one (1) new Suzuki vehicle or one (1) new eligible North American built General Motors vehicle under the terms of the Employee Vehicle Purchase Program, CAMI will pay a \$1,000 cash payment directly to the team member towards vehicle related expenses. This payment is a taxable benefit

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 11

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 12

### HOURS OF WORK AND MANDATORY OVERTIME NOTIFICATION

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 13

### JOINT EMPLOYMENT EQUITY COMMITTEE

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boeke  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boeke:

During the current negotiations the parties reaffirmed their commitment to ensure the provisions of the Collective Agreement are applied to all team members without regard to 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/Placement Committee person, and one (1) Bargaining Unit team member as appointed by the Union. The CAMI representatives will be two representatives from the Personnel Department (one of which will be a Manager or Assistant Manager) 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/Placement Committee person will be to actively promote measures to ensure employment equity for all bargaining unit team members at CAMI and make appropriate recommendations to management.

Yours truly,

David Wenner

Manager, Personnel

## LETTER 14

### JOB SECURITY

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

The parties agreed that when management is considering the implementation of restructuring actions that would result in team members being permanently laid off, management will give written notice to the Chairperson of the Local Union, with a copy to the National Union 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 team members who could potentially be impacted and the rationale for the decision.

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

It is also understood that there are occasions such as when a sale of part of the Company or job loss related to other restructuring is being contemplated, that it may not be practical to adhere to the above time limits. Actions related to the installation of new equipment as a result of a

machine breakdown or plant rearrangement necessitated as a result of an Act of God or other causes beyond the control of the Company were identified as examples. In such instances the Company will advise the Union as far in advance as possible of the pending action and will provide the reasons why the full notice period cannot be met. In such cases, every consideration will be given to delaying the implementation of the action until such time as the notice period has been fulfilled. This commitment is made, giving full recognition that plant operational effectiveness, the degree to which Company resources can be allocated to further capital expenditures and changes which enhance job opportunities and the long-term viability of the unit are important considerations that must be assessed.

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

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

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

The separate situations are detailed as follows:

## **RESTRUCTURING**

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

- 1) Team members with less than one year of seniority will be placed on layoff.



- 2) If the number of job losses exceed number (1) team members will be offered, by seniority, the opportunity to apply for Voluntary Termination of Employment Payment (VTEP).
- 3) For retirement eligible team members, 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**

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 15

### MUTUAL EXCHANGE OF SHIFT

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

One specific concern which was discussed involved the ability of two (2) team members of the corresponding team on opposite shifts to change their regular shift assignment with the approval of the respective Area Leaders. It was agreed that in such instances as two team members 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 team member affected by such a change may elect to return to their original shift without exercising a right under Paragraph 22 or by implementing such an arrangement as that already described herein.

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

#### GUIDELINES FOR MUTUAL SHIFT CHANGES

- 1) Team members who wish to undertake a Mutual Shift Change bear full responsibility to make all necessary arrangements in connection with such changes.
- 2) The team members involved must submit the Mutual Shift Change Request to their respective 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 team members working on the same team on the opposite shift (or in some cases to team members engaged in similar work on the opposite shift), where the team members have relatively the same skills and abilities to perform the work required.
- 4) The Mutual Shift Change will be for the period specified with a maximum duration of one year. If the team member(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 team member 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 team members 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, team members will be notified by their Area Leaders of the effective date and reason of cancellation. If such a situation develops, and the other team member wishes to continue the Mutual Shift Change, that team member must find some other team member who wishes to change shifts and re-submit a new request.
- 7) in the instance where a team member involved in a Mutual Shift Change is reassigned through the application of Paragraph 22 of the Collective Agreement, the Mutual Exchange of Shift shall be cancelled.
- 8) Shift Premiums available to team members during periods of Mutual Shift Change shall be dealt with as follows:
  - a) in instances of Mutual Shift Changes of less than one complete pay period (one day or more) no payroll adjustments shall be made.

- b) in instances of Mutual Shift Changes for one (1) full pay period (Monday to Sunday) or more, the Area Leaders involved will code these exceptions on the appropriate time sheets.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 16**

**NEW HIRE ORIENTATION**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 17**

**PEDESTRIAN GATES**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 18

### OVERTIME OPPORTUNITIES FOR SPECIALTY REPRESENTATIVES

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

During 2001 bargaining the parties agreed that because of the skilled trades unique overtime equalization process, speciality representatives originating from the skilled trades would be afforded overtime opportunity within their respective trade reference group. This opportunity will only be afforded after the entire reference group has been exhausted and the requirement for further coverage still exists.

Notwithstanding this partial link to the trade reference group, no overtime hours will be tracked with regard to the 100 hour gap.

Yours truly,

David Wenner  
Manager, Personnel



## LETTER 19

### PAID EDUCATIONAL LEAVE PROGRAM

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

Effective September 21, 1998 CAMI agrees to pay into a special fund five (5) cents per hour per team member for the total number of hours for which team members 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 team member'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 NOH 2C0. Such monies will be paid into a pooled trust but segregated for use of CAMI team members 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, except when the number of leaves unreasonably disrupts the operation. In such instances CAMI and the Local Union President will discuss alternatives. The Union agrees to give CAMI at least thirty (30) days notice prior to a team member leaving on the Paid Education Leave Program.

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 20**

**PAY ARRANGEMENTS FOR UNION LEAVES OF ABSENCE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 21

### JOB SUITABILITY DETERMINATION PROCESS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

When a permanently disabled team member is reassigned to a new team as a result of workforce adjustment, no displacement will occur until a five (5) working day assessment is completed by the CAMI Placement Coordinator to determine if the team is suitable for a work trial. The Human Rights/Employment Equity/Placement Representative will also be afforded the opportunity to examine the suitability of the trial within the five (5) working day period.

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 22

### PRODUCTION STANDARDS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations the Union raised a number of concerns involving production standards. CAMI assured that when production standards are established by whatever method CAMI may select, it shall do so on the basis of fairness and equity and shall recognize the efficiency of operations and the reasonable working capacity of a normal experienced team member (as identified by the team leader) to safely produce quality work, following standardized work, in the manner that CAMI prescribes. CAMI and the Union recognize the variability of inspection jobs and therefore will not utilize a production standard time to identify a dispute.

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

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

Circumstances affecting the time of performance of a particular operation that were not taken into account in establishing a production standard are known as Non-Standard Conditions. When Non-Standard Conditions exist which adversely affect the operation, a team member who is following the prescribed method and using the tools provided in the prescribed method and working at the expected reasonable working capacity of a normal experienced team member, will not be disciplined for failure to obtain an expected amount of production at that workstation. It is expected that when such non-standard conditions arise, proper use of the andon system will be utilized and the Team Leader and/or 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.

## **GENERAL**

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

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

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 CAMI Production System to gain an understanding of the systems employed at CAMI. It is further agreed that an understanding of the CAMI Production System (C.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 the Senior Specialist of the Industrial Engineering group, the C.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.

## **PRODUCTION LINE SPEEDS**

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

CAMI responded that the speed of such lines will not be increased beyond the level for which they are adequately staffed for the purpose of making up lost production. For the purposes of monitoring line speed, it is agreed that the team leader will perform verifications at regular intervals.

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,

David Wenner  
Manager, Personnel

## LETTER 23

### PRODUCTION SUPPORT GROUP

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

1. The P.S.G. areas may be subject to periodic change at which time such determination by CAMI will be undertaken in consultation with the Union.
2. Openings and reductions within the P.S.G. will be in accordance with the provisions of Paragraph 22 of the Collective Agreement.
3. In those sections with more than one (1) P.S.G., CAMI will assign each a primary area of responsibility. However, it is recognized and agreed that it may be necessary to assign team members from one P.S.G. area to tasks normally performed by team members from another P.S.G. area.



4. Provisions of Paragraph 22(e) as they pertain to temporary assignments shall not apply to the P.S.G.
5. For purposes of overtime, each P.S.G. will be considered as a separate reference group. The provisions of Paragraph 46 and Letter 9 shall apply.
6. CAMI will establish, on a plant-wide basis, a Supplemental Group (S.G.) to which the following will apply:
  - (i) The function of the Supplemental Group shall be *to* support, as required, Production in the performance of its duties.
  - (ii) The Supplemental Group shall not have posting rights. In the event CAMI requires a member of the Supplemental Group to fill a discretionary opening, the most senior member will be reassigned.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 24

### QUALITY

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 25

### RECOVERY OF OVERPAYMENTS AND MANUAL CHEQUES

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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

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

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

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

- (i) If the amount owed is equivalent to four (4) hours, or more, at the straight time rate, the team member will receive payment through direct deposit.

- (ii) If the amount owed is equivalent to four (4) hours, or less, at the straight time rate the team member will receive payment on the direct deposit for the next regularly scheduled pay period.
- (iii) If the amount owed under (ii) above is not paid as set forth, then the team member will receive payment through direct deposit, without undue delay, provided he/she has submitted a written request to the Employee Relations Dept.

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 26

### SPECIAL PAYMENT

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boeke  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boeke:

During current negotiations, CAMI agreed to pay team members one thousand, seven hundred dollars (\$1,700) Special Payment. One thousand dollars (\$1,000) of this amount will be payable in December in each year of the current Collective Agreement with eligibility based upon working 1000 hours or more in the preceding vacation year. Seven hundred dollars (\$700) of this amount will be payable in June in each year of the current Collective Agreement with eligibility based upon working 1000 hours or more 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 a team member is absent on approved Union leave of absence or Workplace Safety and Insurance Board benefits shall also be considered as "hours worked", provided the team member works during the preceding vacation year. If the team member works less than 1000 hours their Special Payment should be reduced by five (5%) percent for each fifty (50) hours for which the team member failed to work the minimum hours.

Team members 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 a team member 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. Upon retirement, having qualified for the Special Payment, payment will be made to the team member on the first pay following retirement. Team members placed on indefinite layoff will be paid the current year Special Payment the last pay period of the month preceding the month of layoff. Any additional earned Special Payments for the next year will be paid out at the end of the next vacation year.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 27

### PAYMENT OF SUPPLEMENTAL UNEMPLOYMENT BENEFITS DURING TEMPORARY LAYOFF

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

Team members 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 team member'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 team members as promptly as possible we have agreed to revise this process for any temporary layoff periods.

Team members 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 a team member 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 team members. Both parties agree to monitor and work towards smooth SUB payments.

Yours truly,

**David Wenner**  
Manager, Personnel

## LETTER 28

### TRAINING REVIEW COMMITTEE

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boeke

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boeke:

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 team members:
- 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 team members to actively and effectively participate.

Yours truly,

David Wenner

Manager, Personnel

## **LETTER 29**

### **TUITION REFUND**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 team members 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 team members on active status and team members on temporary layoff when the course begins are eligible to participate. Team members on indefinite layoff are eligible if the course begins during their SUB and IMP eligibility periods. Tuition refund amounts paid to team members on indefinite layoff will be applied at the time of payment against, and limited by, the Total Income Security Fund Maximum Liability. Team members on any kind of leave of absence are not eligible. Summer students are not eligible to participate in this program.

Team Members who are receiving Maternity, Adoption or Parental Leave benefits when the course begins are also eligible and may submit receipts for reimbursement upon their return to full-time status.

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 team member 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 team member 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 team member will be required to reimburse CAMI for monies received, if the team member:

- (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 team member's earnings on the first pay following the twelve (12) week submission requirement date.

## **Approved Courses**

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

A new program, the CAW McMaster University Labour Studies Certificate, which combines local classes and distance learning is approved under the Tuition Refund Program.

## **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 team member per calendar year are as follows:

three thousand, two hundred and fifty (\$3, 250) dollars for courses leading to an undergraduate or graduate degree at accredited institutions

two thousand (\$2,000) dollars for other approved non-degree courses

In no situation will the refundable amount exceed three thousand, two hundred and fifty (\$3,250) dollars in a calendar year.

## **Types of Fees Refundable**

Tuition fees, registration fees and examination fees which are uniformly levied on all students, which must be paid as a condition of enrolment to include up to \$200 for the purchase of books are refundable. No refund will be made for the cost of materials, transportation, parking, or other expenses.

## **Time Required for Attendance and Study**

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 30

### LINESIDE ERGONOMICS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mike Van Boeckel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boeckel:

During the 2004 negotiations CAMI and the Union discussed the continuation of the lineside ergonomics program which both parties agree has been successful during a trial period due to the proactive and cooperative approach taken by the Union and CAMI representatives. It was agreed that the trial period demonstrated the benefit of such a program and that the continuation of the program would be of benefit to all team members at CAMI.

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

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

1. A Lineside Ergonomics Representative will be elected by the Union and will serve full time as outlined herein.
2. The regular shift assignment will be the day shift. In the event that temporary flexibility in shift start times would benefit the process, CAMI will discuss such flexibility with the Union Chairperson.
3. The Lineside Ergonomics Representative will be a member of the Ergonomics Committee.
4. CAMI will designate a member of management to be the primary contact for the Lineside Ergonomics Representative.
5. The Lineside Ergonomics Representative will work cooperatively with Industrial Engineering and/or CPS personnel supporting all areas of the business, as required by the process outlined below. The Lineside Ergonomics Representative shall apply a solution-based approach to the performance of his/her duties.
6. CAMI will provide training in the principles of ergonomics for the Lineside Ergonomics Representative.

## **The Lineside Ergonomics Process**

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

1. Areas of concern will be identified by the Lineside Ergonomics Representative and the key contact person based on input from:
  - a. section management,
  - b. review of accident/injury data,
  - c. use of checklists and/or other tools,
  - d. JHSC input,
  - e. team member input, and
  - f. Joint Ergonomics Committee.
2. Upon selection of a job or station to be worked on, the Lineside Ergonomics Representative will visit the team member(s) on the job and appropriate management personnel.
3. The Lineside Ergonomics Representative will first verify that standardized work for the job or station is being followed.
4. The Lineside Ergonomics Representative will then analyze the elements of the job to identify potential improvements and prepare recommendations.
5. The Lineside Ergonomics Representative will review its recommendations with the Area Leader and other appropriate departmental management as required. If the recommendations are acceptable for feasibility and cost the team will proceed with implementation using the Process Change Request (PCR) process to ensure proper communication and documentation of any changes made.

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

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

Co-chair of the Joint Ergonomics Committee

Support and promote ergonomics through activities that include, but are not limited to:

Proactive involvement during model launch

Research and design new tooling options and process improvements aimed at fixing ergonomic problems

Track injury data and project status with the intent of providing updates to the JHSC, Joint Ergonomics Committee and the Plant Safety Review Board

Communicate improvements in tooling, process and the program

Work with the Ergonomics Department in providing resolutions to ergonomic concerns

Yours truly,

David Wenner

Manager, Personnel

## LETTER 31

### SKILLED TRADES TRAINING

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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

1. CAM agrees to maintain the current practice of having a Maintenance Associate designated by the Union and agreed to by CAMI, assigned to the development of the Skilled Trades training program.
2. In recognition of multifunctionalism, training matrices displaying each tradesperson will be developed and maintained to ensure a continual evaluation of training status as related to technological requirements. Training opportunities will be distributed based on individual requirements, with final approval being at the discretion of CAMI management.
3. The present practice of utilizing voluntary Skilled Trades Training Co-ordinators in each department will continue. The scope of their assignment is to be determined consistent with prevailing business conditions.
4. One full time trainer position will be filled by a tradesperson representing a different trade from the position designated by the Union.
5. The present practice of utilizing Maintenance Associates as in-house departmental trainers will continue. A committee comprising of four (4) persons, two (2) members representing CAMI and two (2) members representing the Union, will select such trainers. Both members representing the Union will be



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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 32

### KAIZEN SHOPS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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

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

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

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 33

### MULTIFUNCTIONALISM

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

Further, it is recognized that the potential exists for friction between trades groups as the result of this approach. CAMI and the Union agree that such matters, as they relate to safety or technical requirements, should be subject for discussion between the Skilled Trades Committeeperson and the affected 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 CAMI Representative, the Skilled Trades Committeeperson and the CAW National Skilled Trades Representative will be scheduled to discuss the concern(s).

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 34

### SMALL TOOL REPAIR

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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 TIL 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,

David Wenner  
Manger, Personnel

**LETTER 35**

**PLANT CLOSING AND VOLUME REDUCTIONS**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mike VanBoekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. VanBoekel:

During the 2007 negotiations the parties discussed certain events such as plant closing and volume reductions.

Where the parties determine that the situation appears to be permanent, or in the case of a plant closing, the parties will come together to discuss alternative measures to mitigate the impact of any layoffs.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 36**

**TRADES LICENCES**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

Yours truly,

David Wenner  
Manager, Personnel



**LETTER 37**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

These provisions do not apply to travel outside North America

Yours truly,

David Wenner  
Manager, Personnel

## **LETTER 38**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel:

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

#### **REFERENCE GROUPS**

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

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

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

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

The reference group for the Operating Engineers shall be that group of available team members with the skills, ability and qualifications to perform the work required.

A list shall be compiled, by trade, for the purpose of tracking and recording overtime opportunities. The list shall be updated on each Monday (except when Monday is a Paid Holiday).

## **SUPPLEMENTATION**

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

## **APPRENTICE OVERTIME OPPORTUNITIES**

Apprentices, in accordance with the Standards of Apprenticeship, shall not be offered overtime, except as training opportunities, until all team members in the appropriate trade in the plant have been offered the opportunity to work the overtime.

In those instances in which overtime, which is not a specific training opportunity for an Apprentice, becomes available for an Apprentice it shall be offered to an Apprentice in the department in which the overtime is to be worked.

This is not intended to limit in any way the ability of CAMI to offer Apprentices overtime opportunities for the purpose of making available training or experience which they would otherwise not obtain.

## **RECORDING/TRACKING**

Any opportunity to work overtime (whether accepted or declined) will be recorded as the number of straight time hours for which the team member would have been paid if they had worked. For example, if a team member accepts or declines four (4) hours at time and a half, they are credited with six (6) hours of opportunity (4 X 1.5).

Every opportunity made available to a team member shall be recorded, except that no team member shall be credited for the same opportunity more than once. A declined opportunity to work overtime shall not be

deemed to have been withdrawn even though other team members may not have been asked.

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

On Saturdays, Sundays and Paid Holidays as provided in the Collective Agreement, when overtime opportunity is offered to the entire reference group, team members will be credited for all hours offered regardless of the reason, excluding the seven (7) day period of Supplemental Vacation.

**A** tracking form has been developed for use in recording overtime opportunities. It is a weekly recording of all hours of overtime accepted and declined with totals being carried over to the next week.

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

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

### **YEAR END**

On January 1 of each year, the totals for all team members will be adjusted. For each reference group, the member with the lowest number of hours will be set at "zero". The totals for all of the other members in the group will be lowered maintaining the differences between them as of December 31.

### **EQUITABLE DISTRIBUTION**

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

Notwithstanding the above, the parties recognize circumstances may arise that justify the offering of overtime to those team members engaged in work assignments that extend past the completion of their regular shift

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

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

## **NOTICE**

In cases of multiple shift overtime requirements, on weekends and Paid Holidays, CAMI reserves the right to schedule team members over multiple shifts, consistent with their weekday schedule to ensure job continuity and completion based on CAMI scheduling requirements. In such instances, every effort will be made to consult with the Union Skilled Trades Representative regarding the scheduling of work and also provide maximum notice to team members who will be required to work. CAMI acknowledges that team members who are offered the opportunity to work overtime should be given as much notice as is possible so that they can make any personal arrangements that may be necessary. All team members shall respond to the offer to work overtime without undue delay to facilitate the administration of the system.

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 39

### ERGONOMICS COMMITTEE

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the 2004 negotiations the parties discussed the role and functions of the Ergonomics Committee. Both parties agree that the timely and proper application of the principles of ergonomics can help to reduce the likelihood of injury and thus help to protect the health and safety of all team members.

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

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

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

The Committee's mandate is as follows:

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

4. Make such recommendations as may be appropriate in the circumstances.
5. Periodically report to the Plant Safety Review Board.
6. CAMI shall prepare and distribute signed minutes of the Committee's Meetings.

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

CAMI also agrees to provide ergonomic training for the Health & Safety Representatives and their Alternates, in order to improve awareness and understanding of ergonomic problems. The training needs will be determined by the Ergonomics Committee and courses at institutions such as the University of Waterloo and the University of Michigan will be considered.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 40

### HEALTH AND SAFETY TRAINING

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel



**LETTER 41**

**HEAT STRESS MONITORING**

CAMI AUTOMOTIVE INC

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel,

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

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

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

CAMI also agrees to train the Health & Safety Representatives and their alternates, as well as the Union Committee, in the use of heat stress monitoring equipment and the guidelines mentioned above.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 42**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During previous negotiations, the Union requested that a minute of silence be observed annually in memory of those persons who have died in industrial accidents.

Each year on April 28, at 11:00 AM, one (1) minute of silence will be observed. The Joint Health & Safety Committee will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner. Appropriate methods of observing this memorial could include activities such as ensuring the memorial is observed during a workday, lowering flags to half-mast, conducting joint communications and supporting JHSC attendance at a memorial service.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 43

### SAFETY CONCERN FORM PROCEDURE/ WORK REFUSALS

CAMI AUTOMOTIVE INC

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

CAMI and the Union have agreed to continue CAMI's Safety Concern Form procedure, which is utilized to address safety concerns as they arise, before they result in personal injury to a team member or in a work refusal.

CAMI will make available Safety Concern **Forms** to all workers. CAMI will strive to enforce the time guidelines of the Safety Concern Form procedure. Where responses are not made within the appropriate time guidelines, the Safety Concern form will be brought to the attention of the Director 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 team members communicate these concerns or hazards to management either verbally or through the Safety Concern Form Procedure so that appropriate corrective action can be taken. By giving the 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,

David Wenner  
Manager, Personnel

**LETTER 44**

**STANDARDIZED LOCKOUT**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 45**

**CONTRACTING-IN OF PRODUCTION WORK**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, the Union raised concerns with the concept of contracting in of work that **has** been traditionally and historically performed by Production Associates. CAMI agrees, that such **work** will not be performed by outside contractors on-site.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 46

### OUTSOURCING OF PRODUCTION WORK

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boekel:

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

Of critical importance to the Union during these negotiations was protection against the outsourcing of production work. CAMI 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 team members. CAMI advised the Union that it will not outsource any major production operations during the life of the Collective Agreement.

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

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

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 47**

**SUPPLIER REWORK**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed suppliers performing rework in the plant.

CAMI stated its expectation that vendors provide required parts, to specification, on time. When errors are detected, CAMI holds the vendor strictly accountable for ensuring that the defective parts are sorted and/or immediately reworked without jeopardizing production or quality.

CAMI committed to making every effort to get such sorting/rework offline. However, it is recognized that considerations such as the configuration of the parts, stock disposition or online trials needed to understand build difficulties may result in exceptions.

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

Yours truly,

David Wenner  
Manager, Personnel



**LETTER 48**

**WORK BY SUPERVISORS**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike VanBoekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 Personnel Manager 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 Personnel Manager will respond in writing to the Union within three (3) working days of the aforementioned meeting.

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 49**

**RETIREMENT INCENTIVE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr Van Boekel:

During the current negotiations the parties discussed Retirement Incentives for team members who wish to retire from CAMI Automotive Inc.

Due to the decrease in volumes, it was agreed that for retirements occurring between October 1, 2007 and September 1, 2010 under the Normal Retirement or Early Retirement provisions of the Pension Plan, excluding Section 6.05, the Company will provide a retiring incentive of \$25,000. Members retiring under Section 6.06 and who have not received a payout of their life insurance, shall receive the retirement incentive payment upon attainment of age 65.

It is understood between the parties that team members receiving a \$25,000 retirement incentive are not entitled to receive any other retirement allowance or incentive and conversely, team members receiving any other retirement allowance or incentive are not entitled to receive the \$25,000 retirement incentive.

CAMI Automotive Inc. will in no way refuse retirement of an eligible employee but reserves the right to designate the date of retirement during this period to ensure business continuity.

This retirement incentive is taxable, and the appropriate deductions will be withheld at the time of payment.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 50**

**WORKFORCE ADJUSTMENTS - REPAIR**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 team members on the team, that those team members with the lowest seniority on the Combination of shifts will be reassigned. The team member(s) so designated for reassignment from the team shall:

- (i) be provided an opportunity, by work group, to displace the junior team member 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 a team member to be reassigned to another shift to achieve the required numbers of team members on the teams on the shifts, the team member 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 team members on the team, that the provisions of Paragraph 22(c) shall apply.

During negotiations the parties discussed the application of “like or similar” as it relates to the Assembly repair teams. It was agreed during these discussions that Shower and Final repair teams would be recognized as meeting the intent of “like or similar”.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 51**

**TEMPORARY ABSENCE PROGRAM**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, the Union expressed a concern with respect to CAMI's continuing commitment to participate in a Temporary Absence work release program when recommended by the Ministry of Correctional Services.

CAMI assured the Union that it would continue to participate in a Temporary Absence work release program should they be so approached by the Ministry of Correctional Services, provided that:

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 52

### SOCIAL JUSTICE FUND

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boekel:

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,

David Wenner

Manager, Personnel

**LETTER 53**

**PERSONAL RADIO EQUIPPED HEADSETS**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the 2007 negotiations the parties discussed the use of personal radio equipped headsets in the workplace. CAMI expressed concerns regarding the use of radio headsets in the workplace, specifically, interference with communication, distractions from audible warning devices, hearing loss, vehicle damage and foremost, the overall health and safety of team members.

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 54**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 55**

**EXTENDED MODEL CHANGE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

Yours truly,

David Wenner  
Manager, Personnel



## LETTER 56

### VACATION SCHEDULING

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

Major dates in the vacation scheduling process are as follows:

- CAMI will advise tentative summer shutdown date by January 15
- Summer shutdown dates confirmation on or before March 1
- Begin round 1 Vacation selection following Confirmation of Summer Shutdown

Team Members may opt not to schedule all of their vacation entitlement, during the Vacation Selection process. The maximum amount of Vacation Entitlement that can be withheld from the mandatory vacation scheduling is sixteen (16) hours.

At the end of the Vacation Selection Process team members with more Vacation Entitlement remaining than sixteen (16) hours will have those hours in excess of sixteen (16) scheduled for them at the discretion of CAMI. Team members who are absent during either or both Rounds of Vacation Selection will be responsible for their vacation choices by proxy.

All unscheduled vacation shall be scheduled by October 1<sup>st</sup> of the applicable vacation year, unless the Zone Committeeperson and section management agree otherwise.

Vacation and/or SVA may be scheduled into layoff weeks at the team member's discretion.

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

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

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

5. Any subsequent requests for remaining vacation entitlement will be received on a first come first serve basis and scheduled at the mutual convenience of the team member and CAMI.
6. The parties will agree to the method by which vacation schedules will be made available to team members.
7. Vacation time blocks or days can be rescheduled only to open slots available during the current vacation year, considering the allotment needs of their affected section and shift. A week block of vacation must be rescheduled as a full week block (example: a scheduled 40 hour block must be rescheduled as a 40 hour block, a 32 hour block must be rescheduled as a 32, a 24 hour block must be rescheduled as a 24 etc). Only partial weeks can be broken down while it is being rescheduled. The only exceptions to this would be mandatory shutdown weeks and SVA weeks that may not be rescheduled by the team member(s). Refer to Letter 64 for SVA week rescheduling.

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

8. The scheduling and/or rescheduling of vacation shall be done a minimum of twenty-four (24) hours in advance of the requested time period. However in the cases of extenuating circumstances to utilize days or hours becomes available, the twenty-four (24) hour time period may be waived thus allowing team members to willingly use a portion of their vacation entitlement at this time.

9. Team Members that failed to meet the one thousand (1000) hour qualification provisions in Paragraph 32, may choose not to schedule unpaid vacation eligibility.

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

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

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

11. A team member working all or part of the Summer Shutdown, shall without delay, reschedule the vacation they would have otherwise taken during this period.

12. In order to not adversely impact operations, the parties agree to discuss alternatives when there is significant vacation scheduled by team members on a team.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 57**

**LETTER OF UNDERSTANDING - SPECIAL ASSIGNMENTS**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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 by work group in specific geographic areas which shall be identified on the notice. CAMI will reassign such individuals upon completion of their assignment.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 58**

**IMPARTIAL MEDICAL OPINION PROGRAM**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Kevin Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Mike Van Boekel:

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 a team member shall receive Sickness and Accident benefits provided that the team member's doctor has certified that the team member 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 team member's doctor, the Impartial Medical Opinion Program as outlined in Document 1 will be invoked.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 59

### PROCESS CHANGES

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, the Union raised concerns with respect to process changes. CAMI and the Union agree that a controlled approach is necessary within the CAMI 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 team members will be informed of the nature of the change and given an opportunity for feedback.

(ii) Input

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

(iii) Workstation Validation

Processes will be validated by Team Leaders and 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 and related procedures of CAMI's quality management system.

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

Yours truly,

David Wenner

Manager, Personnel



**LETTER 60 - DELETED**

**LETTER 61**

**DEPENDENT SCHOLARSHIP FUND**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

This will confirm the understanding reached during the 2007 negotiations with respect to the Dependent Scholarship Fund.

The Company agreed to reimburse team members in the amounts denoted below for eligible dependent children of active and retired team members enrolled in an accredited Canadian University or Community College. This amount is to be applied toward tuition costs, and not for non-tuition costs such as books, computers or other fees that may be incurred.

September 17, 2007 – September 21, 2008 - \$1,300

September 22, 2008 – September 20, 2009 - \$1,300

September 21, 2009 – September 19, 2010 - \$1,500

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 62

### CHILD CARE EXPENSES

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

This will confirm our understanding reached during the 2007 negotiations with respect to a Program which provides a subsidy for eligible child care expenses.

It was agreed that beginning with expenses incurred beginning September 17, 2007, the Company would provide a subsidy of twelve (\$12.00) dollars per full day for dependent children up to age 6 attending a child care facility that is:

- Licenced under the Day Nurseries Act and
- Registered as a non-profit or co-operative

Eligibility for this subsidy will end for a dependent child after August 31 of the year in which the child attains age six (6).

It was also agreed to provide a subsidy, under the same conditions as above, of six dollars (\$6.00) per half day for dependent children **up** to age 6 attending such facilities on a part-time basis.

- This benefit subsidy applies to all licenced, non-profit childcare centres and services, including in-home care.

Eligibility for this subsidy will end for a dependent child after August 31 of the year in which the child attains age six (6)

It was also agreed to provide a subsidy to a maximum of six (\$6.00) dollars per day for dependent children age 6 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of

- Licenced not-for-profit before school, after school, or both before and after school care.

This Benefit is capped at an annual maximum of two thousand four hundred (\$2,400) dollars per year, per eligible child.

Administration of the benefit will be performed by the carrier. The carrier shall pay the applicable benefit directly to the child care provider. The Company shall in no event pay more than 50% of the daily cost of the childcare.

**Yours** truly,

David Wenner  
Manager, Personnel

**LETTER 63**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mike Van Boeke  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boeke:

During the 2004 negotiations the parties agreed that when a team member who has been retired in accordance with Section 5.04 of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers and has received benefits in accordance with Section 6.06 of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers and who thereby has broken their Seniority in accordance with Paragraph 11(g) of the Collective Agreement, but, who recovers and has their Disability Retirement Pension discontinued, shall have Seniority reinstated as though the team member had been on an approved occupational or non-occupational leave of absence during the period of Disability Retirement, provided, however, if the Period of Disability Retirement was for a period longer than the Seniority the team member had at the date of retirement, the team member shall, upon the discontinuance of the Disability Retirement Pension, be given Seniority equal to the amount of Seniority the team member had at the date of such retirement.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 64

### SUPPLEMENTAL VACATION ALLOWANCE (SVA)

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union agreed to the following guidelines for the administration of SVA:

#### GUIDELINES

1. Team members must meet the eligibility requirements to qualify.
2. The SVA weeks will be selected by seniority during Round 1 vacation selection as outlined in Letter 56. The SVA week correlation schedule will be jointly developed between the parties prior to Round 1 scheduling in the plant.
3. In most cases, team members transferring to a new team will carry their scheduled SVA with them.
4. Team members will not work at any time during their SVA week, including the weekend. For the purposes of SVA only, a week shall be considered to start on Monday and conclude on the following Sunday. Team members that report to work during their SVA week will be sent home without pay.
5. 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 team member movement coupled with scheduled SVA time that would adversely impact the operations, the Personnel Manager and the Union Plant Chairperson will reschedule the designated SVA weeks in order to protect the efficiency of operations and quality.
6. If one of the team members involved in a Mutual Shift Exchange is scheduled for their SVA week during the exchange period, the Mutual Shift Exchange may be cancelled for that week.
7. Regardless of shift arrangements (e.g. weekend workers), supplemental vacation payment is forty (40) hours.

8. The exchange of SVA weeks is permitted to team members within the same section and shift for Production team members and within the same section and trade for maintenance team members. subject to the approval of supervision and only during the SVA period.
9. In the event a SVA eligibility period was missed due to a team member's absence while on a Maternity/Parental/Adoption Leave, affected team members will be considered as eligible. The team member will be assigned a SVA week on their return to work.
10. Maintenance team members will be provided the opportunity to reschedule their SVA week. within a SVA Period, into available weeks. An available week is defined as a week containing no scheduled SVA by section by trade.

## **BLACKOUT WEEKS**

The following weeks were discussed and agreed to be SVA blackout weeks and subsequently will not be utilized for SVA scheduling:

- All weeks containing a CAMI Paid Holiday
- Two (2) weeks at Christmas
- Summer Shutdown

## **EXCEPTIONS**

**Personal Leaves of Absence** – SVA weeks are subject to reschedule by CAMI at the time the leave is approved.

**Maternity/Parental/Adoption Leaves** – Should a team member 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 team members will be scheduled for SVA during their maintenance week.

**WSIB** – SVA will be paid at the time it is scheduled, regardless of whether the team member is collecting a WSIB benefit and there will be no conversion of SVA hours to vacation entitlement.

**S&A** – Team members receiving **S&A** benefits during their **SVA week** shall be paid **SVA**. **S&A** benefits will be discontinued for the same period of time.

**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 During Periods of Layoff** - Team members who have **SVA** scheduled during a layoff week shall take the scheduled **SVA** as scheduled.

**Retirement** – Should a team member's Retirement Date precede their scheduled **SVA** week during the **SVA** period, the **SVA** week shall be rescheduled to **a** week prior to the Retirement Date.

**Indefinite Layoff** – Team members placed on indefinite layoff status will be paid all scheduled but unused **SVA** on the last full pay of the month preceding the month of layoff. Any additional earned **SVA** will be paid at the end of the next vacation year.

**Jury Duty** – A team member attending jury duty in accordance with Paragraph 41 for their entire **SVA** period shall reschedule their **SVA** week within the current **SVA** period.

Yours truly,

David Wenner  
Manager, Personnel



**LETTER 65**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boeke  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boeke:

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,

David Wenner  
Manager, Personnel

**LETTER 66 - DELETED**

**LETTER 67**

**WEEKEND WORK CREW – SKILLED TRADES**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
CAW Local 88

Dear Mr. Van Boekel;

During the current negotiations, CAMI and the Union devoted considerable time to the discussion of the Weekend Work Crew. The Union expressed their desire to have the weekend crew continue and CAMI acknowledged the mutual benefit of the crew to date but indicated that its continued operation must be contingent on sound business practice and operational needs.

Yours truly,

David Wenner  
Manager, Personnel.

## LETTER 68

### CONFIDENTIALITY OF MEDICAL INFORMATION

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

When a team member requires restrictions, the restrictions will be documented and given to the team member to give to their supervisor. When the team member gives the restrictions to his/her supervisor, it is deemed to be consent, without necessitating written authorization.

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

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

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

#### Examinations and Fitness for Work:

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

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

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

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

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 69

### MEDICAL REHABILITATION PROGRAM

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

These agreed guidelines will be followed:

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

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

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

**A** Rehabilitation Review Committee shall be established. It was agreed that CAMI and the Union **will** each appoint three representatives to the Committee, one of whom will be the Human Rights/Employment Equity/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 team member to attend an Independent Medical Examination (IME) and a Functional Abilities Evaluation (FAE). The results of the IME will be binding on the team member, the Union, **and** the Company.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 70

### ADDICTIONS PROGRAM

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

To provide the means for this rehabilitation support, CAMI will continue to pay Sickness and Accident Benefits, subject to normal claim approval, for the time lost while awaiting admission and in the treatment of addictions in a residential or out-patient substance abuse treatment facility approved by the Company and the Union. In addition, in recognition of the importance of the aftercare programs offered at the treatment facility, CAMI will provide support to a team member participating in the approved aftercare programs by paying for the fees charged.

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

Yours truly,

David Wenner  
Manager, Personnel



## LETTER 71

### HUMAN RIGHTS COMPLAINT PROCEDURE

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

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

- unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship, or ancestry.
- practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment.
- posting or circulation of offensive photos or visual materials.
- refusal to work or converse with an employee because of their racial background or gender.
- unwanted physical conduct such as touching, patting, pinching, etc.
- unwelcome invitations or requests.
- condescension or paternalism which undermines self respect.

- backlash or retaliation for the lodging of a complaint or participation in an investigation.

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

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

### **FILING A COMPLAINT**

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

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

### **INVESTIGATION**

Upon receipt of a complaint the Area Leader, Committeeperson, CAW Human Rights Representative or Company Human Rights Representative contacted will immediately inform their Union or Company counterpart (e.g. if a Committeeperson receives a complaint they will contact the team member's Area Leader, if the CAW Human Rights Representative receives a complaint they will contact the Company Human Rights Representative) and together they will meet with the team member and determine if the complaint can be resolved immediately. If the complaint cannot be resolved immediately, the Union and Company Human Rights

Representatives will be contacted and will meet with the team member to determine if the complaint should be reduced to writing on the Human Rights complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Assistant Manager of Human Resources and the Plant Chairperson.

The Plant Chairperson and the Assistant Manager of Human Resources will then determine if the complaint requires further investigation and if so, the CAW Human Rights representative and a Management representative will conduct the investigation. If possible, in the event of a complaint involving sexual harassment the investigating team will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser(s), witnesses, and other persons named in the complaint. Any related documents may also be reviewed.

## **RESOLUTION**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Assistant Manager of Human Resources and the Plant Chairperson who will make a determination on appropriate resolution. The Assistant Manager of Human Resources and the Plant Chairperson will attempt to resolve the complaint within ten (10) days.

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the grievance procedure and will be inserted into Step Four of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step Four of the grievance procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure.

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 72**

**VIOLENCE OR DOMESTIC ABUSE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During 2007 negotiations, the Union requested that a minute of silence be observed annually in memory of women who have died due to acts of violence. Accordingly, each year on December 6, at 11:00 AM, one (1) minute of silence will be observed without **loss** of production. The Company and CAW Human Rights representatives will meet with plant management to recommend methods of accomplishing this memorial in an appropriate manner. Appropriate methods of observing this memorial could include activities such as ensuring the memorial is observed during a workday, lowering the CAMI flag to half-mast, and conducting joint communications.

The parties also discussed concerns that team members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (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 team members to subvert the application of otherwise appropriate disciplinary measures.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 73**

**HAZARDOUS PRODUCTS COMMITTEE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

It was agreed that both parties share an interest in working 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. A copy of the permission to use a controlled product form will be provided to the Union, upon approval.

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

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 74**

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

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

Effective October 5, 1998 CAMI agrees to pay into a special fund three (3) cents per hour per team member for the total number of hours for which team members shall have received pay from CAMI, for the purpose of Health and Safety, Environment, Leadership Training and Research activities for the life of the 2007 Collective Agreement.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 75**

**OCCUPATIONAL HEALTH AND SAFETY ACT CHANGE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

Specifically, the concern 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 team member's right to refuse work or to do particular work where the team member has reason to believe that the team member's health and safety is in danger under sections 43 to 50 inclusive of Parts 5 and 6 of the Ontario Occupational Health and Safety Act in effect on September 21, 1998. In addition, the Company agrees that its duties and responsibilities towards the Union and bargaining unit team members in Part 2 (sections 9 to 11 inclusive), and Parts 3, 4, and 7 of the Act as of September 21, 1998 shall be the minimum standards incorporated under the Collective Agreement.

It was further agreed that any changes to the regulations would also be reviewed by the above mentioned parties to assess the impact on team member health and safety. The parties agreed that the regulations in effect on the date of the Collective Agreement would be considered a minimum standard.

Yours truly,

David Wenner  
Manager, Personnel

**LETTER 76 - DELETED**



## LETTER 77

### WORKING ALONE IN ISOLATED AREAS OR CONFINED SPACES

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

#### 1. Working Alone in Isolated Areas

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

#### 2. Confined Space

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

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 78

### SEVERE WEATHER CONDITIONS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

In situations of severe weather conditions, time permitting, CAMI will give notification by public announcement or otherwise of a plant shutdown. Should a plant shutdown be necessary, the applicable benefit payment will be paid. Severe weather conditions will be determined by the 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 team members, including discussion with the Plant Chairperson.

Severe weather conditions will be determined by shift.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 79

### SUPPLIER RELATIONS

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

David Wenner  
Manager, Personnel

**LETTER 80**

**TEAM MEMBERS CURRENTLY ON LAYOFF**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

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

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

Yours truly,

David Wenner  
Manager, Personnel



**LETTER 81**

**JOINT ADJUSTMENT COMMITTEE**

CAMI AUTOMOTIVE INC.

September 17, 2007

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 CAW

Dear Mr. Van Boekel:

During the 2007 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 team members 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 Committee persons.

Yours truly,

David Wenner  
Manager, Personnel

## LETTER 82

### EMPLOYMENT STANDARDS ACT

CAMI AUTOMOTIVE INC.

September 17, 2007

Mike Van Boekel

Plant Chairperson

Local 88 CAW

Dear Mr. Van Boekel:

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

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

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

- B. During the 1998 negotiations, the Union expressed the concern that the provincial Government has and would amend the

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

Yours truly,

David Wenner  
Manager, Personnel

# 2009

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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February						
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March						
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April						
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May						
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31						

June						
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July						
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August						
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September						
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October						
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November						
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December						
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# 2010

January						
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May						
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September						
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February						
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June						
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October						
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March						
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July						
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November						
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April						
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9	10	11	12	13	14	15
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30	31					

August						
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December						
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# 2011

January							May							September								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	1	2	3	4	5	6	7	8	8	9	10	11	12	13	14	
2	3	4	5	6	7	8	15	16	17	18	19	20	21	22	11	12	13	14	15	16	17	
9	10	11	12	13	14	15	22	23	24	25	26	27	28	29	18	19	20	21	22	23	24	
16	17	18	19	20	21	22	29	30	31						25	26	27	28	29	30		
23	24	25	26	27	28	29																
30	31																					
February							June							October								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8
6	7	8	9	10	11	12	12	13	14	15	16	17	18	19	16	17	18	19	20	21	22	23
13	14	15	16	17	18	19	19	20	21	22	23	24	25	26	23	24	25	26	27	28	29	30
20	21	22	23	24	25	26	26	27	28	29	30				30	31						
27	28																					
March							July							November								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8
6	7	8	9	10	11	12	10	11	12	13	14	15	16	17	14	15	16	17	18	19	20	21
13	14	15	16	17	18	19	17	18	19	20	21	22	23	24	21	22	23	24	25	26	27	28
20	21	22	23	24	25	26	24	25	26	27	28	29	30	31	28	29	30					
27	28	29	30	31			31															
April							August							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	2	3	4	5	6	7	8	9	4	5	6	7	8	9	10	11
3	4	5	6	7	8	9	7	8	9	10	11	12	13	14	11	12	13	14	15	16	17	18
10	11	12	13	14	15	16	14	15	16	17	18	19	20	21	18	19	20	21	22	23	24	25
17	18	19	20	21	22	23	21	22	23	24	25	26	27	28	18	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30	31					25	26	27	28	29	30	31	

# 2012

January							May							September								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	6	7	8	9	10	11	12	2	3	4	5	6	7	8	9	10
8	9	10	11	12	13	14	13	14	15	16	17	18	19	16	17	18	19	20	21	22	23	24
15	16	17	18	19	20	21	20	21	22	23	24	25	26	27	28	29	30	31				
22	23	24	25	26	27	28	27	28	29	30	31											
29	30	31																				
February							June							October								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	16	17	18	19	20	21	22	23
12	13	14	15	16	17	18	17	18	19	20	21	22	23	24	21	22	23	24	25	26	27	28
19	20	21	22	23	24	25	24	25	26	27	28	29	30		28	29	30	31				
26	27	28	29																			
March							July							November								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8
4	5	6	7	8	9	10	8	9	10	11	12	13	14	15	12	13	14	15	16	17	18	19
11	12	13	14	15	16	17	15	16	17	18	19	20	21	22	19	20	21	22	23	24	25	26
18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	26	27	28	29	30			
25	26	27	28	29	30	31	29	30	31													
April							August							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	19	16	17	18	19	20	21	22	23
15	16	17	18	19	20	21	19	20	21	22	23	24	25	26	23	24	25	26	27	28	29	30
22	23	24	25	26	27	28	26	27	28	29	30	31			30	31						

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