

# **Agreement**

**between**

**CHRYSLER CANADA INC.**

**and the**

**CAW TCA**  
**CANADA**

**SEPTEMBER 24, 2012**

**SECURITY UNIT**

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## **PURPOSE AND INTENT**

The general purpose of this Agreement is, in the mutual interest of the Company, the Union and the employees, to set forth terms and conditions of employment, to promote orderly and peaceful labour relations, and to provide for the operation of the plants and offices at the highest levels of efficiency and output. Both parties agree to continue to approach these goals on the basis of what is fair and reasonable.

The parties recognize that the success of the Company rests on its ability to produce and sell quality products, and that the job security and prosperity of employees rests on the Company's success in maintaining and increasing its competitive strength in its highly competitive field.

To these ends, the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

**RECOGNITION**

**(1.1) Employees Covered**

(a) Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, Chrysler Canada Inc., (herein called the Company) does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, of all employees of the Company included in the bargaining units described in Schedule "A".

(b) This Agreement shall extend automatically to plant protection employees at any new plant the Company builds that the parties shall agree, or, in the absence of agreement, that the Ontario Labour Relations Board shall determine, constitutes an accretion to a bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decided should be excluded.

(c) If the Union becomes the representative of employees at a plant that is not a part of such unit, the parties shall determine by negotiation whether this Agreement shall apply, in whole or in part, to such employees.

**SCHEDULE "A"**

**BARGAINING UNIT DESCRIPTIONS**

All security guards of the Company at its plants in the City of Windsor, save and except sergeants,

## **RECOGNITION**

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persons above the rank of sergeant, and the department clerk.

If it is considered that the above descriptions differ from the original Ontario Labour Relations Board certifications or the initial agreements between the parties describing the bargaining unit, the Board certification or the initial agreements shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification, by the Ontario Labour Relations Board.

### **(1.2) Management Rights**

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except where these rights are modified by this Agreement.

### **(1.3) Excluded Personnel**

The Union will not represent anyone in a supervisory capacity or other representatives of management.

### **(1.4) Equal Application of Agreement**

The Company and the Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, national or ethnic origin, colour, religion, age, sex, gender identity/expression, marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. The terms and conditions of agreements between the Company and the Union always have applied equally to all employees, regardless of such considerations.

## **RECOGNITION**

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee, who claims that in violation of said principle, said employee has been denied rights guaranteed by this Agreement or the Ontario Human Rights Code, may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to Section (3.2) Step 1(c) of the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes the employee has been discriminated against.

The grievance and appeal procedure shall be the exclusive contractual procedure for remedying such claims. The Union agrees that it will encourage its members to use the grievance and appeal procedure with respect to any claim or complaint against the Company which may be made the subject of a grievance under the contract. (c02, c08, c12)

### **(1.5) Workplace Harassment**

#### **(A) Policy and Procedure**

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

This policy and procedure outlines the commitment of Chrysler Canada Inc. to ensure a harassment-free workplace as required under the Ontario Human Rights Code and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

## **RECOGNITION**

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This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at Chrysler Canada Inc. Employees who feel that they are being harassed are encouraged to seek protection under this policy. Harassment, discrimination or solicitation, whether verbal, physical or environmental is not acceptable and will not be tolerated. (c05)

### **(B) Workplace Harassment Defined**

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 such as: race, national or ethnic origin, colour, religion, age, sex, gender identity/expression, marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. At Chrysler Canada Inc. all employees 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, parking lots, and company related functions. Included is the use of social media in a context which may be related to the workplace. (c05, c12)

Workplace harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, sex, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.



## **RECOGNITION**

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- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, graffiti, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Sexual solicitation or advance made with implied reprisals if rejected.
- Refusing to work or share facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious, ethnic background or other prohibited grounds.(c05)
- Backlash or retaliation for the lodging of a complaint or participation in an investigation. (c02)
- Mocking prayers, defacing religious articles or icons, insulting comments about religious wear. (c08)

### **(C) What Harassment Is Not**

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Chrysler Canada Inc. employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in this organization.

There are occasions when unwanted, offensive behaviour occurs in the workplace that is not covered by any of the prohibitive grounds for harassment or discrimination as defined by the appropriate provincial legislation. Although this behaviour may be unwelcome, it is not prohibited in the workplace by

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Human Rights case law. Behaviour of this nature is not a human rights or discrimination issue.

Complaints concerning behaviour that may be inconsiderate, unwanted and may have a negative effect on the workplace, but exclude elements defined as prohibitive grounds for harassment or discrimination ought to be raised with your immediate supervisor. Where this is inappropriate a complaint may be made to the plant Labour Relations office. It is reasonable to expect these complaints will be handled similarly to other Labour Relations related issues. (c02)

### **(D) Filing A Complaint**

If an employee believes that the employee has been harassed, that employee should:

- Tell the alleged harasser(s) to stop;
- Document the event(s), complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should:

- Immediately report the harassment to the employee's Union Representative and/or Supervisor, or if this is not appropriate, to the local Equity Representative and/or Women's Advocate, Security Manager, or designate of the Director of Labour Relations and Labour Economics . (c02)

### **(E) The Investigation**

In minor cases, the Union may try to resolve a harassment complaint informally without a full investigation when so requested by the complainant. However, the following procedure will apply to all complaints requiring investigation:

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The person receiving the complaint will advise the local Security Manager, or such higher authority as may be appropriate, who will arrange an interview with the complainant as soon as possible. This interview and the subsequent investigation will be carried out jointly by the Union and the Company. The investigation team should be comprised of at least one woman, whenever the complaint is sexual in nature. (c05)

The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. The Chairperson of the employee being interviewed may be present with Union members during the interview. Interview timing and location will recognize the need to maintain confidentiality. (c08)

The investigation team will inform the complainant promptly as to the results of the investigation and the appropriate actions that have been or will be taken. The complainant will also be encouraged to report any further incidents.

The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only other persons with a need to know will be informed.

Confidential records of the investigation including interviews, evidence and the outcome of the complaint will be maintained in the office of the Director of Labour Relations and Labour Economics.

### **(F) Resolution Of The Complaint**

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor

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disproved in the view of the investigators, the local Security Manager, in consultation with the local Plant Chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

Complaint resolutions deemed unsatisfactory may be appealed to the National Employment Equity Coordinator or the Company Equity Manager. New evidence provided may result in further investigation by the National Employment Equity Coordinator and the Company Equity Manager. Unsatisfactory resolutions after further investigation can be appealed to the Master Employment Equity Committee. No grievance may be filed or pursued on resolutions agreed to by the Master Employment Equity Committee without written concurrence of the CAW National Office and written confirmation of such concurrence of the CAW National Office and written confirmation of such concurrence to the Director of Labour Relations and Labour Economics. (c05)

If it is determined that the complaint has no validity, and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to action under the misconduct rules outlined in the Employee Guide. (c02).

### **(G) Right to Refuse**

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases or when the safety of an employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be

## **RECOGNITION**

developed by the Master Employment Equity Committee and will be implemented as a part of this procedure following the Union leadership and Management representative training. This procedure was implemented on June 30, 1994.

**(H)** The Union and Chrysler Canada Inc. will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the National Union and/or Chrysler Canada Inc. Staff.

This policy and procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the Union and Chrysler Canada Inc. urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

**(I)** The Union shall hold harmless Chrysler Canada Inc. against any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint. Where there is a mutually acceptable resolution, the Union agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the National Union Office and written confirmation of such concurrence to the Director of Labour Relations and Labour Economics. (c99, c02, c05)

## RECOGNITION

### **(1.6) Memorandum of Understanding - Employment Equity**

This Memorandum of Understanding supplements the Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and certain of its Local Unions, as follows:

**Whereas**, the parties affirm the policy of the Company and the CAW as outlined in Sections (1.4) and (1.5) of the Agreement, the Company reaffirmed its commitment to extend equal opportunity for employment to all people despite differences in gender, race, ethnicity, disability, or other prohibited grounds. (c05)

**Whereas**, the parties recognize that it is the right of Management to hire, promote and assign qualified candidates subject to the terms and conditions of the Agreement, the parties agree to undertake certain joint activities to further implement these and other nondiscriminatory policies following ratification of this Agreement.

**Therefore**, it is hereby agreed as followed:

A Local Employment Equity Committee, hereinafter referred to as the Local Committee, has been established at each plant location. The Local Committee consists of two (2) representatives selected by the CAW President from within the existing representation structure and two (2) Plant Management representatives. At least one of the CAW representatives on this committee must be a woman. The Local President will act as an ex-officio member of the Committee. The Local President shall select a woman from among the active membership if there are no women in the existing representation structure.

## **RECOGNITION**

Women selected by the Local President for this purpose will be excused from regular work assignments when required and will be paid by the Company at their regular straight time rate.

It is recognized that Local Committees will require ongoing assistance and direction. Accordingly, a Master Employment Equity Committee, consisting of two National Union representatives, the CAW Chrysler Master Bargaining Committee Chairperson, the National Employment Equity Coordinator and four Company representatives, has been established. The Master Committee will meet quarterly to review local committee activity.

The local committee shall:

(a) Devote attention to the designated groups.

(b) Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, the development of goals and timetables, and other elements of the plan that require local input.

(c) Develop a communication strategy to educate and update employees on equity issues which includes: March 21 – recognition day for the elimination of racism; and December 10 – recognition day for Human Rights awareness. (c02)

(d) Conduct harassment complaint investigations as outlined in the workplace harassment policy and procedure.

(e) Attend the annual five day meeting designed to update and educate committee members on the latest developments in Human Rights case law and emerging Human Rights issues which may impact the workplace. The Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meal and other expenses.

## **RECOGNITION**

Travel time, if required, is to be included in the five-day period. (c02) It was agreed that the Human Rights Training module would be presented to the employment equity committees at one of the five day annual meetings during the life of this agreement. (n05)

Members of the Local Committees may

(a) Participate in community and/or school career awareness programs designed to inform people about potential employment opportunities at Chrysler Canada Inc.

(b) Establish and maintain working relationships with local designated group organizations.

(c) Develop informational communiqués to encourage designated group members to apply for technical and skilled positions.

(d) Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.

(e) Consult with the Master Employment Equity committee and the local apprentice committee to develop and implement a pre-apprenticeship training program for designated group members. (c96, c99)

### **(A) Communication of Workplace Harassment Policy and Procedure**

The Company has agreed to review, update and reprint the joint Workplace Harassment Policy and Procedure in the Employee Guide. In the spirit of continuously improving the effectiveness of this policy and procedure, the revised handbook will include a definition for Personal Harassment and will identify the means for reporting and addressing those concerns.



## **RECOGNITION**

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Further, media coverage of the policy and procedure will be incorporated in the equity plan communication strategy. (c96, c99)

### **(B) Union Leadership/Management Harassment Prevention Training**

The Company agrees to a one (1) day jointly developed and delivered harassment prevention and human rights program for Union Representatives and designated Management employees, with the content, timing, location(s) and trainers to be determined by the Master Employment Equity Committee, as well as to provide on-going (yearly) harassment prevention training for new Supervisors and new Union Representatives.

The Master Employment Equity Committee will update the one (1) day Employment Equity program for the individuals detailed above. (n96, c12)

### **(C) Violence Against Women**

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman 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 the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert

## **RECOGNITION**

the application of otherwise appropriate disciplinary measures.

### **(D) Minute of Silence**

During these negotiations, the Union requested a minute of silence be observed in the plants covered by this Agreement in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. or when local plant management determines the observance will have the least impact on plant operations.

Flags will be flown at half staff to mark this occasion. (n96)

### **(E) Women's Advocate**

(1) The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues. To this end, the Company agrees to pay for the Women's Advocate poster regarding services available in the Community as required. (c08)

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the CAW female member of the Local Union Employment Equity Committees, in addition to her other duties relating to employment equity. The trained female Employment Equity Representative/Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

## **RECOGNITION**

The Company agrees to establish a confidential phone line with caller ID , personal internet access and a personal fax/photocopier/scanner unit that employees can use to contact the Employment Equity Representatives or Women's Advocate. As well, the company will provide access to a private office so that confidentiality can be maintained when an employee is meeting with an Employment Equity Representative or Women's Advocate. (c05)

The Local Employment Equity Committees will develop appropriate communications to inform employees about the advocacy role that the Employment Equity Committee members play.

In addition to the initial 40 hour training program, the female Employment Equity Reps and Women's Advocates will participate in an annual three-day training program including travel time.

The Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meals and other expenses. (c96, c99)

(2) The parties discussed the issue of female employees within the Security unit who may have a need to discuss with another women matters sensitive in nature such as violence, abuse at home, or harassment in the workplace. The company is prepared to introduce conditionally a Women's Advocate in the Security unit, contingent upon assurances of operational flexibility through the utilization of T.P.T coverage for the Women's Advocate and the female employees. Within this context, coverage for those female employees in all matters pertaining to the Women's Advocate such as participating in the one-time 40 hours training, or attendance at the annual 3-day update will be done

## **RECOGNITION**

through the utilization of a T.P.T. The parties agree the time allotted for the Women's Advocate to function will be on an as needed basis capped at 8 hours per month. The company reserves the right to cancel the Women's Advocate program within 30 days of written notice provided to the National Office when operational issues become a source of concern. (n02) (c96, c99)

### **(F) Employment Equity Programs**

During current negotiations, the Company and the Union reaffirmed their commitment to Employment Equity.

While the parties recognize that the four designated groups are represented in our hourly workforce, the Company and the Union agreed that they must increase special efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities and aboriginal persons throughout the workforce of Chrysler Canada Inc.

The parties agreed that a diverse workforce is beneficial and desirable, and that their proactive efforts on employment equity are fundamental to the Company. The parties are committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Chrysler Canada Inc. This plan will include the following

- an up-to-date census
- a workforce analysis and review of employment systems
- the identification of systemic barriers to the designated groups
- a review of current recruitment, promotion and training practices

## **RECOGNITION**

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- goals and timetables for reducing or eliminating systemic barriers to the designated groups
- accommodation for people with disabilities
- a clear and ongoing commitment to a workplace free of harassment
- identification of positive measures such as work and family measures, skills updating, pre-apprenticeship training, etc. that could help retain and advance the designated groups in the Chrysler workforce.
- an annual review procedure to monitor the progress of the program.(c08)

### **(G) Women's Committee Understanding**

The Women's Committee Chairpersons are seeking an avenue to voice issues of concern. The Company has agreed to provide the Women's Committee Chairperson(s) the opportunity to present issues at Master Employment Equity Committee meetings as they arise. This representation is in no way an effort to increase the Master Committee membership or its scope of responsibility. (n96)

### **(H) Comfort Hearts**

During these negotiations, the Union requested a supply of Comfort Hearts be made available to the Women's Advocates at each location. It was agreed the Company would purchase one (1) box of Comfort Hearts (100 pieces) and deliver them to the National Employment Equity Coordinator who would then distribute them to each of the Women's Advocates. Requests to replenish this supply of Comfort Hearts will be made to the Master Employment Equity Committee. (n99)

### **(I) Temporary Accommodation for Pregnant Women**

During the course of these negotiations the parties discussed the topic of accommodation for pregnant women. Both the Company and the Union recognize there are many factors to be considered in developing a process for accommodation that not only meets our obligations, but is also effective in addressing the needs of the individual without creating undue hardship on the Company.

Therefore, it was agreed the Company, in conjunction with the Union, would jointly lead a workshop that would identify obstacles in our current processes and explore resolution alternatives with the ultimate goal of developing a process for accommodating pregnant women that is uniform in all of our facilities.

The workshop successfully introduced a guide to assist with the accommodation of pregnant women in the workplace which each location can modify to suit plant specific needs. Accommodation issues should be addressed by the appropriate plant representative. (n99, c02)

### **(J) Nursing Mothers**

During negotiations, the parties discussed issues related to the return of employees from maternity leave to the workplace. One issue of mutual concern related to the accommodation of employees requiring facilities for the purpose of expressing breast milk. Each location will explore reasonable accommodations within the existing facilities. The local Employment Equity Representative or Women's Advocate will act as

## **RECOGNITION**

an additional resource for employees interested in using this service. (n99)(c05)

### **(K) Local Employment Equity Committee Training**

The company will continue to ensure that investigators, including the Local Employment Equity Representative alternate, and members of the Local Employment Equity committee, as identified in Section 1.6 are trained. The Master Employment Equity Committee will monitor these efforts. (n05)

### **(1.7) Strikes and Lockout Prohibited**

(a) It is agreed that the Union and its members individually and collectively shall not, during the term of this Agreement, cause, permit, or take part in any strikes, picketing, sit-down, stay in, slowdown, or other curtailment or restriction of production or interference with work in or about the Company's plants or premises and the Company agrees not to engage in a lockout. Any employee who violates this Section will be subject to discharge.

(b) In the event that any dispute between the Company and any organization or group of employees excluded from the bargaining unit results or threatens to result in a strike, work stoppage, or other interference with the Company's business, the Union agrees and each member of the Union agrees that, regardless of the organization or group involved in any such dispute, employees represented by the Union will continue to report for duty and will make every reasonable effort to fully discharge their duties.

(c) The Company reserves the right to discipline any employee taking part in any violation of Section (1.7) of this Agreement.

## RECOGNITION

(d) The provisions of this Agreement apply to Security and Fire Officers in the Company's plants described in Schedule "A" Section (1.1). If and when employees are permitted to conduct a legal strike by a change in the provincial laws, governmental decree or binding judicial interpretation during the term of this Agreement, Section (1.7), Strike Prohibited, shall become null and void.

### **(1.8) Requirement of Union Membership**

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(e) Employees shall be deemed to be members of the Union within the meaning of this article if they are



## **RECOGNITION**

members and are not more than thirty (30) days in arrears in payment of membership dues.

### **(1.9) Check-Off**

(a) The Company will deduct the Union initiation fee from the pay of an employee hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement. The initiation fee shall not exceed the maximum prescribed by the Constitution of the National Union at the time of the employee's hire, rehire, reinstatement or transfer.

(b) Check-off of Union dues will be compulsory for all employees who come within the unit to which the Agreement applies. It shall continue during the period of the Agreement. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution.

### **(1.10) Deductions**

(a) Deductions shall be made only in the conditions and circumstances relating to the payment of dues laid down by the Constitution and By-laws of the Union, together with the provisions of this Agreement and the provisions of Section (1.12) Memorandum of Understanding (Union Dues Deductions).

(b) The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the Local.

### **(1.11) Indemnification**

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as

## **RECOGNITION**

Union initiation fee and membership dues from employees' wages.

### **(1.12) Memorandum Of Understanding – Union Dues Deductions**

This Memorandum of Understanding between Chrysler Canada Inc. for its Windsor Area Facilities (hereinafter referred to as the " Company ") and the National Automobile, Aerospace, Transportation And General Workers Union Of Canada (CAW-Canada) for its Local Union No. 195 (hereinafter referred to as the "Union") supplements the current Security Agreement.

WHEREAS, the Company and the Union wish to set forth certain understandings with respect to the deduction and remittance of Union membership dues (which term, as used herein, shall include, where appropriate, Union initiation fees);

NOW THEREFORE, pursuant to Section (1.10) of the above-mentioned Security Agreement, it is hereby agreed as follows:

#### **(a) Time of Deductions.**

(i) The initiation fee will be deducted from the pay of an employee at any time within thirty (30) days after the employee becomes a member of the Union as provided in Section (1.8) of the above-mentioned Security Agreement.

(ii) Check-Off deductions for Union membership dues will begin in the month in which the employee becomes a member of the Union. Thereafter, in each succeeding month, Union membership dues then due and owing will be deducted in the calendar month.

## RECOGNITION

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**(b) Pay Periods In Which Deductions Are Made.**

Union membership dues for the current calendar month will be deducted from the pay received by the employee for the first full pay period falling in the month. If an employee does not have sufficient net earnings in the first full pay period falling in the month, a Union membership dues deduction will be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction, and not thereafter.

**(c) Other Dues Deductions.**

If an employee does not have sufficient net earnings in a pay period in a calendar month for the deduction of dues as provided in Paragraph (b) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings to cover such deduction, and provided the designated financial officer of the Local Union gives notice in writing to the Payroll Department, specifying the employee, the employee's master number, the amount to be deducted and the month or months for which the deductions are to be made. The designated financial officer of the Union may submit a similar notice in writing specifying the employee and the month or months for which it is certified (i) that the employee did not earn forty (40) hours pay in the specified month but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay for that month, and (ii) that Union membership dues were due and owing for that month and were not paid. Union membership dues deductions as per the Constitution may be established as dues for such employee and will be deducted from a subsequent Regular Supplemental Unemployment Benefit cheque issued to such

## **RECOGNITION**

employee for a pay period ending in the month the notice in writing is received, but not thereafter, or at the option of the designated financial officer, will be deducted from the regular pay of such employee in a subsequent pay period ending in the month in which the notice in writing is received, provided the employee has sufficient net earnings to cover such deduction, but not thereafter.

(d) **Refunds.**

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.

(e) **Remittance Of Dues To Financial Officer.**

At the end of each calendar month and prior to the 10th of the following month, the Company shall remit by cheque the total of the deductions to the Union. The Company will also furnish to the designated financial officer of the Local Union a list of the names of employees for whom Union membership dues have and have not been deducted and the employee's master number.

(f) **Disputes Concerning Check-Off.**

Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any provision respecting Check-Off shall be matter for the grievance procedure and shall be submitted direct to the Impartial Chairperson.

(g) **Limit of Company's Liability.**

The Company shall not be liable to the National Union or its Locals by reason of the requirements of the Security Agreement of this Memorandum of Understanding for the remittance or payment of any

## **RECOGNITION**

sum other than those constituting actual deductions made from wages earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

**(h) Disputes Concerning Membership.**

Any dispute arising as to an employee's membership in the Union shall be reviewed by the Labour Relations Specialist and the President of the Local Union and if not resolved may be submitted directly to the Impartial Chairperson through the grievance procedure.

### **(1.13) Union Bulletin Boards**

**(a) Placing of Bulletin Boards**

A bulletin board shall be placed in each Security Facility by the Company which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.
- (5) Notices of General Health and Safety

matters that are educational or informational, provided such notices have prior approval for posting by the Union Member of the Local Joint Health and Safety Committee.

**(b) Limit on Use of Bulletin Board**

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

**(1.14) Withdrawal of Demands and Separability of Provisions**

**(a) Withdrawal of Demands**

This Agreement replaces all previous Agreements between the parties.

Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incompleteness therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment supplemental Agreement or otherwise.

**(b) Separability of Provisions**

i) In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.

ii) Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such

## **RECOGNITION**

replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

### **(1.15) Conversion Issue Resolution**

The parties recognize the discussion concerning the conversion and the attendant process revisions encompassed complex issues, not all of which were contemplated or addressed by the Union and the Company. In order to sustain our relationship the parties agree unresolved issues may be referred by the CAW National Representative to the Senior Manager – Strategic Planning, Measurement & Labour Economics and the Senior Manager – Benefits, Hourly Compensation & Employment for the purpose of resolution. (n02)

### **(1.19) Termination and Modification**

This Agreement shall continue in full force and effect until 11:59 p.m. September 19, 2016, or until the end of the last regularly scheduled shift beginning prior to 11:59 p.m. September 19, 2016, whichever is later.

(a) If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to September 19, 2016, give written notice of its intention as provided in Section (1.20). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 p.m. September 19, 2016.

## **RECOGNITION**

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(b) If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 p.m. September 19, 2016, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 18, of any subsequent year. (c05)

### **(1.20) Notice**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), 205 Placer Court, Toronto, Ontario M2H 3H9 or to such other address as National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) shall furnish to the Company, in writing, and if to the Company, addressed to Chrysler Canada Inc., P.O. Box 1621, Windsor, Ontario, N9A 4H6, attention, Human Resources Department or to such other address as Chrysler Canada Inc. shall furnish to National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), in writing.



## RECOGNITION

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### **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

#### **CAW National Union      Chrysler Canada Inc.**

Ken Lewenza

Todd Bested

Jerry Dias

Jim Dyckman

Dino Chiodo

James Favrin

Drew Reid

Paul Linton

#### **CAW Local 195**

Mario Mocerì

Keith Lauzon

Joe Denardi

### REPRESENTATION

#### **(2.1) Representation – Windsor Area**

The company will continue to recognize one (1) Steward for each shift and one (1) Unit Chairperson in the Windsor Assembly Plant for the duration of this agreement. (c02)

#### **(2.2) Stewards**

(a) In each district employees in the district shall be represented by one (1) Steward for each shift who shall be a regular employee having seniority and working in the district.

(b) It shall be the duty of the Steward to take up grievances with the representative of management on that shift. One (1) of the Union representatives shall be known as the Unit Chairperson.

(c) If a Steward and the representative of management are unable to dispose of any grievance, the Steward may then refer it to the Unit Chairperson for handling in the manner hereinafter provided.

(d) The Unit Chairperson shall be allotted eight (8) hours each day, Monday through Friday for the purpose of carrying out Union duties and the following:

- Department Vacation Canvass

- Vacation Posting

- Shift Selections

- Job Canvass/Postings

- Overtime Audit

- Schedule Audit

- Video Tape Review if required

The parties adopt this arrangement in a spirit of good faith and co-operation. Should disputes arise in connection with this arrangement, the matter may be

## **REPRESENTATION**

referred to the Director of Labour Relations and Labour Economics Chrysler Canada Inc. and the National Union. (c02)

### **(2.3) Committeeperson**

As discussed, it is understood that upon request, the Committeeperson Chrysler Unit, CAW/Security, will attend all regular and special conferences and appeal meetings. (c02)

### **(2.4) Benefit Plans Representative**

During the recent negotiations, the Union expressed concern with respect to servicing its members at certain locations on matters relating to pension, insurance programs, and SUB local appeal matters.

Accordingly, it is agreed that, subject to the conditions set forth, the National Union, CAW may:

Appoint one (1) Part-Time Hourly Benefit Plans Representative, who shall be a regular hourly employee on the active roll having seniority and working at Windsor Assembly Plant. A Benefit Plans Representative shall be allowed up to a maximum of four (4) hours per week without loss of pay for time spent in handling such benefit matters.

Such aforementioned agreement is subject to the following conditions:

(a) If the Benefit Plans Representative wishes to leave work to handle one of the aforesated matters for an employee the Benefit Plans Representative shall so advise supervision and report to supervision after having disposed of the matter. Before talking to the employee, the Benefit Plans Representative shall also make prior arrangements with the employee's supervisor to do so, who will make arrangements for the Benefit Plans Representative to speak to the employee.

## **REPRESENTATION**

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The Benefit Plans Representative shall keep a daily log of such visits, noting destination and arrival and departure times. Such log will be submitted to supervision upon request.

(b) The Benefit Plans Representative shall be restricted to non premium hours in handling such benefit matters and the time spent on them shall be compensated at the Benefit Plans Representative's regular rate.

(c) The privilege of the Benefit Plans Representative to leave work during regular working hours without loss of pay is subject to the condition that the time will be devoted to the prompt handling of benefit matters and will not be abused, and that the Benefit Plans Representative will perform assigned work at all times, except when necessary to leave work to handle matters as provided herein.

(d) Notwithstanding the Benefit Plans Representative's position on the seniority list, the Benefit Plans Representative shall in the event of a temporary layoff or an indefinite layoff be continued at work at all times when one or more departments or fractions thereof, of the Local, are at work, provided the Benefit Plans Representative has the ability to perform the work being done at the time.

(e) If the Company believes that the Benefit Plans Representative is abusing any of the provisions hereof, it may upon thirty (30) days' written notice to the National Union terminate this arrangement.

The Benefit Plans Representative shall perform only the duties of Union representatives as expressly set forth in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other Union representatives in the offices shall not participate in benefit plan matters except as any of them has been

## **REPRESENTATION**

designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan.

The Benefit Plans Representative shall not participate in the grievance procedure and those matters with which such Benefit Plans Representative deals shall not be subject to the grievance procedure but shall be subject to the review procedure specified in the appropriate Plan or Program.

A Benefit Plans Representative shall not function as provided herein unless and until the National Union (i) sends written notice to the Company of the employee's name, office location, department and Master Number and (ii) until the Company advises the office of the designation and the effective date thereof.

A Benefit Plans Representative shall also cease to function as provided herein upon receipt of written notice from the National Union to the Company. Such notice shall include the same identification information as set forth above.

The Company further agrees it will, insofar as is reasonably practicable, cooperate with such employee in performing the duties of a Benefit Plans Representative. (c02)

### **(2.5) Access to Other CAW Representatives**

The parties agreed the Chrysler Canada Inc. CAW Industrial Security Unit would have access to the CAW National Health and Safety Co-ordinator, National Employment Equity Co-ordinator, National Training Co-ordinator, Ergonomic Co-ordinator, and the CAW local 444 Employee Assistance/Substance Abuse Representative.

The parties further agreed the representatives of the Chrysler Canada Inc. Industrial Security Unit would

## **REPRESENTATION**

be afforded the opportunity to participate in appropriate in-house training planned for other similar Chrysler Canada Inc. representatives. In the event a dispute over the application of this arrangement the matter will be resolved by the National Representative and the Director of Labour Relations and Labour Economics for Chrysler Canada Inc. (c02)

### **(2.6) Health & Safety Committee Local**

During our current negotiations the Union's concerns for health and safety issues were discussed.

The Company assured the Union of its intent to continue Management-Union relationships established in 1983 in the form of a Local Joint Health and Safety Committee, CAW Security.

It was agreed that the Committee shall be made up of two Union representatives and two Management representatives.

The Union Health and Safety Representative along with a designated Management Representative shall serve as Co-Chairpersons of the Committee. The other Union Committee member shall be the Health and Safety Representative's regular alternate.

The alternate shall be allowed such time to function as is legislated to fulfill Health and Safety Committee functions.

The Committee will be trained and certified according to legislative requirements as they are regulated. The alternate shall be considered for annual training for National P & M Joint Health and Safety Committees whenever the subject material pertains to the needs of CAW Security employees.

The Committee shall meet on a monthly basis to resolve concerns raised by both parties and minutes of the meeting will be kept and reflect the resolved and

## **REPRESENTATION**

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unresolved issues to date. When a concern cannot be resolved to the satisfaction of the Union members of the Committee, Management agrees that the concern may be raised with the Company Manager of Safety who will deal promptly with the issue and respond with a company position.

### **(2.7) Gatehouse Committee**

The Department shall recognize a Gatehouse Maintenance Committee consisting of a Union and a Management Representative.

The Gatehouse Committee shall meet on a monthly basis and recorded minutes shall be exchanged by the Gatehouse Committee for the purpose of expediting the resolution of pertinent issues.

### **(2.8) Union Representative Replacement**

When Union Representatives give proper notice of absence due to Union Business and "Extra" personnel are not available on shift, the Union Representatives shall be replaced with Security Officers on leave days or those Security Officers willing to work the hours on a holdover or in early basis

### **(2.9) Consultation Procedure**

Conferences

#### Regular

Regular Conferences will be arranged between the Plant Protection Union Committee and the Manager of Security and/or designate, on an as required basis, but not less than every two months by either party. An agenda on workplace matters, may include but is not limited to: projected expenditures, scheduling of

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manpower, or changes to the way the Security Department normally conducts business, will be provided by the Union at least one day prior to the meeting.

### Special

Special Conferences on workplace matters may be arranged between representatives of the Local Union and Staff Labour Relations. Upon the request of the National Representative, the Manager of Labour Relations will make arrangements for a representative of the National Union to attend said conference.

Arrangements for such conferences will be made in advance with an agenda of the workplace matters to be discussed presented at the time the conference is requested.

Special Conferences shall be confined to those matters included on the agenda.

Union representatives as specified, if working shall receive pay from the Company at their regular rate for the time spent in such conferences, provided they would otherwise have worked during the time spent in such conferences.

### Pay at Conferences

Members of the Union Committee attending said conferences will receive pay at their applicable rates. In the event such conferences mutually extend into overtime hours, each member of the Union Committee will receive overtime pay at the applicable overtime rate.

### Annual Meeting

In the event an annual meeting is requested pursuant to Section (2.7)(c), Consultation procedure of the Production and Maintenance Agreement,



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appropriate CAW Unit Representatives will be invited to attend.

### **(2.10) Reduction of Union Representatives**

Notwithstanding Sections (5.6) and (5.7), the number of employees eligible for preferred seniority may be reduced. The Unit may request the Local Union to make such reduction subject to the approval of the National Union.

Such reduction, if made, shall be effective upon the receipt of written notification to the Company by the National Union.

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### **GRIEVANCE PROCEDURE**

#### **(3.1) Time of Answers**

The Management will answer in writing any grievance presented to it in writing by the Union:

(a) By the Supervisor of the department within five (5) days to the Unit Chairperson or a designate.

(b) By the Labour Relations Supervisor within seven (7) days, excluding Saturdays, Sundays and holidays, from the date of the meeting with the Labour Relations Supervisor to the Unit Chairperson or a designate.

These time limits may be extended at any time by agreement between the Company and the Union. (c02)

#### **(3.2) Presenting a Grievance**

Any employee having a grievance in connection with the employee's working conditions shall present it to Management as follows:

##### **Step 1**

(a) The employee or one designated member of a group of employees may arrange an appointment to take the grievance up with Supervision or arrange through Supervision to submit the grievance to the Steward for that shift.

(b) The Steward may, after having arranged the appointment, leave work and discuss the grievance to the employee's Supervisor.

(c) If the Steward is not satisfied with the Supervisor's verbal answer, the Steward may then refer to the grievance to the Unit Chairperson who, if the Unit Chairperson wishes to carry the matter further may, after having arranged an appointment, leave work to discuss

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the grievance with the Supervisor of the Department. If, after such discussion, the Unit Chairperson wishes to pursue the matter further, the Unit Chairperson shall reduce the grievance to writing and present it to the Supervisor of the Department.

### **Step 2**

(a) If the Unit Chairperson and the Supervisor of the Department do not dispose of the matter the Unit Chairperson may submit the written grievance and a request for a meeting to the Labour Relations Supervisor, who will arrange a meeting within five (5) working days from the date the meeting was requested to discuss the grievance between two (2) representatives of the Plant Management and two (2) representatives of the Union. Any claim of discrimination appealed to Step 2 of the procedure shall contain a full statement of the facts which give rise to the claim and the specific reason or reasons why the employee or employees believe they have been discriminated against.

(b) At such meeting each party, after diligent investigation, will endeavor in good faith to furnish the other all facts and information then available, with respect to the grievance.

(c) In addition to the two (2) Union representatives specified in Step 2 (a), the Local Union President or a designated representative and the National Representative, or a designated representative, will be permitted, upon proper notice to the plant management concerned, to attend the scheduled grievance meeting provided for in this Step 2.

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### **Step 3 - Appeal to Appeal Board**

If after receiving the answer of the Labour Relations Supervisor, or a designated representative, the Union believes the matter should be carried further, it then refers the matter to the National Representative of the Union, or a designated representative will review the matter and if the matter is one on which the Appeal Board has power and authority to rule, and if the National Representative determines that the matter merits appeal, the National Representative shall refer the matter to the National Union which may within thirty (30) days of the answer of the Labour Relations Supervisor or a designated representative refer the matter to the Appeal Board.

If the National Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Unit Chairperson and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Director of Labour Relations and Labour Economics Canada together with a notice that the answer of the Labour Relations Supervisor or a designated representative with respect to that grievance is not satisfactory to the Union. The matter, if within the power and authority of the Appeal Board as provided in Section (3.4), may then be submitted to the Appeal Board for final disposition, such disposition to be made as expeditiously as possible. (c02)

### **(3.3) Membership of the Appeal Board**

(a) The Appeal Board shall consist two executives of the Company and three (3) official representatives of the Union (Recording Secretary, Unit Chairperson and Committeeperson), and when necessary, an Impartial

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Chairperson. The Union and Company representatives of the Appeal Board shall attempt to settle all grievances properly referred to the Board.

(b) In the event that Appeal Board is unable to settle the matter, it shall be determined by decision of the Impartial Chairperson. Each party may submit and unresolved grievance to arbitration provided written notice thereof is given by the Union to the Company or the Company to the Union within thirty (30) calendar days after the decision of the Appeal Board.

### **(3.4) Authority of Appeal Board**

The power and authority of the Appeal Board shall be limited to:

(a) Matters involving the correctness of the classification of employees, and

(b) Applying and interpreting the provisions of the Agreement, and including written memorandum and letters of understanding between the Company and the National Union that relate to and supplement the terms of this Agreement except as may otherwise appear in said Agreements.

(c) In proper cases, the Appeal Board may modify penalties assessed by the Management in disciplinary discharges and layoffs.

The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement or to establish or change any wage or rate of pay.

Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision. (c02)

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### **(3.5) Time of Appeals**

(a) Any grievance not appealed from the answer at one step of the grievance procedure within seven (7) days after such answer shall be considered settled on the basis of the last answer and not subject to further review, except that on appeals from the answer of the Labour Relations Supervisor the time shall be thirty (30) days.

(b) By agreement, a grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within 6 (six) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

### **(3.6) Time Limit on Claims**

No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union, against the Company shall be valid for a period prior to the date the grievance was filed in writing unless the circumstances of the case made it impossible for the employee, or the Union, had grounds for such claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date was first filed in writing.

Deduction from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in

## **GRIEVANCE PROCEDURE**

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question was delivered to the employee. The notice will specify the amount of the overpayment, and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee. The requirements of this Subsection (b) shall not apply, however, in cases of pay advancements or payment of full wages made to an employee prior to submission of required evidence of eligibility of the employee for, but not limited to, such benefits as Salary Continuation, Sickness and Accident benefits, Bereavement Pay and Jury Duty. Recovery of such payment will be made within a reasonable time after the Company has determined the employee does not qualify for the payment. This provision with respect to recovery of overpayment shall in no way affect or change the Company's policies or procedures with respect to payment of such benefits.

### **(3.7) Payment of Back Claims**

If the Company fails to give an employee work to which the employee's seniority entitles the employee, and a written notice of the claim is filed within ten (10) days of the time the Company first failed to give such work, the Company will reimburse the employee for the earnings lost through failure to give such work.

### **(3.8) Computation of Back Wages**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's regular rate less:

Any unemployment compensation or supplemental unemployment benefit received, in which case the Company will pay to the appropriate agency the amount of the unemployment compensation received

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in order to restore the employee's entitlements for unemployment compensation benefits, provided the employee authorizes such payment if authorization is required; also, the employee's entitlement for supplemental unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and Compensation for personal services that the employee was not receiving when the employee last worked for the Company. However, wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted.

The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

### **(3.9) Retroactive Adjustments**

No decision of an Appeal Board or of Management in one case shall create a basis for retroactive adjustment in any other case.

### **(3.10) Withdrawal of Cases**

After a case on which an Appeal Board is empowered to rule hereunder has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

### **(3.11) Appeal for Interpretation**

Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to



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the issue, it may then be appealed directly to the Appeal Board as provided in Section (3.2) Step 3.

### **(3.12) Finality of Decisions**

There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members, and will not encourage or co-operate with any of its members in any appeal to any Court or Labour Board from a decision of an Appeal Board.

### **(3.13) Law Suits**

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section (3.2) Step 1 (a) the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act

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relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

### **(3.14) Maintenance of Discipline**

Maintenance of discipline for just cause is essential to the satisfactory operation of the plant.

### **(3.15) Notice of Suspension, Disciplinary Layoff or Discharge**

Management agrees promptly upon the suspension, disciplinary layoff or discharge of an employee including a probationary employee to notify in writing the employee and the Unit Chairperson of the suspension, disciplinary layoff or discharge, and the reason therefor. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that the employee has the right to request Union representation.

If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to leaving the plant, Management will send to the employee's last known address the notice of suspension, disciplinary layoff or discharge and notice that the employee has the right to request representation.

A disciplinary report which is to be made part of an employee's work record shall read to the employee as soon as practicable and the employee shall acknowledge awareness of the report by signing it. If the employee is absent from the plant, other than on regular time off, the report may be made a part of the

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record and shall be read to the employee and signed by the employee upon return to work. (c02)

### **(3.16) Union Representation**

Before such employee is required to leave the plant, the employee may ask to discuss the suspension, discharge or disciplinary layoff with the Steward for the shift. Upon request, the employee's supervisor or other designated representative of management will discuss the suspension, discharge or disciplinary layoff with the employee and the Steward. In proper cases, exceptions shall be made.

### **(3.17) Appeal of Discharge**

Should the discharged employee or the Unit Chairperson consider the discharge to be improper, a complaint shall be presented in writing through the Unit Chairperson to Staff Labour Relations within two (2) regularly scheduled working days after the discharge. Management will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. Management is authorized to settle such matters. If the decision is not satisfactory to the Union, it shall refer the matter directly to the third step of the grievance procedure within five (5) working days after receiving the answer. (c02)

### **(3.18) Use of Past Record**

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an employee for

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falsification of the employee's application after a period of one (1) year from the employee's date of hire.

### **(3.19) Arbitration**

(a) The Company and the Union will select on (1) person to act when required as Impartial Chairperson of the Appeal Board in the grievance procedure. If the Impartial Chairperson resigns, or becomes incapable of fulfilling the duties, then the parties will meet promptly to select another person to act as Impartial Chairperson in the grievance procedure. Pending such selection, if necessary, the parties shall request the Minister of Labour for Ontario to designate as Impartial Chairperson to hear and determine appeals in the interim.

(b) The decision of the Impartial Chairperson shall be final and binding.

(c) The Impartial Chairperson shall not alter, add to, subtract from, modify or amend any part of this Agreement.

(d) The Impartial Chairperson shall have only the function set forth herein and shall serve for one year from date of appointment provided the Chairperson continues to be acceptable to both the Union and the Company. The fees and approved expenses of the Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

### **(3.20) Special Arbitration Program**

The Union proposed the introduction of a Special Arbitration Program for certain arbitrable grievances, that is, those over which the Appeal Board has power and authority to rule.

Accordingly, the parties agree to discuss, subsequent to the current negotiations, a Special

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Appeal Program designed to provide an expeditious way of submitting to appeal certain arbitrable grievances involving essentially factual disputes, which do not require contract interpretation, which do not involve the application of Section (1.7) of the Agreement, and which were filed in writing not more than ninety (90) calendar days prior to the second step answer, as provided in Section (3.2) Step 2 of the Agreement.

THEREFORE, it is agreed as follows:

### Selection of Arbitrators

The arbitrator or panel of arbitrators shall be the same as is established for the Special Appeal under the C.A.W. Production and Maintenance Agreement. The expenses and fees of the arbitrator shall be borne equally by the Company and the Local Union, CAW.

### Guidelines

When a grievance is to be submitted for consideration hereunder, the following guidelines will apply:

(a) If, within three (3) working days of receipt of management's second step answer, either the plant management or Local Union contends that an arbitrable grievance qualifies for the Program, a written request shall be submitted to the National Union or to the Staff Labour Relations, as appropriate, asking that they agree to apply the Program to the grievance.

(b) Within ten (10) working days of receipt of the request the Staff Labour Relations and the National Union (i) will review the grievance to assure it qualifies for the Program and determine whether it would be beneficial to apply the Program to that particular

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grievance, (ii) will then notify plant management and the Local Union whether they have agreed to submit the grievance to the Special Arbitration and, if so, the specific issue(s) upon which the arbitrator will be asked to rule, and (iii) determine the representatives of each party at the hearing. The Company and the National Union may also agree in proper cases to submit to Special Arbitration a qualified grievance that is at the Appeal Board Step of the Grievance Procedure.

(c) After a grievance has been approved for submission to Special Arbitration, the parties will jointly request the services of an arbitrator as heretofore provided. The arbitrator will arrange a time and date for the hearing to be held at the plant within ten (10) days of designation. If a hearing scheduled for a specific date by an arbitrator is cancelled by the parties without twenty-four (24) hours advance notice to the arbitrator, the arbitrator's fees shall be paid as if a hearing were held.

### **Conduct of Hearing**

The hearing shall be conducted in accordance with the following guidelines:

- (a) The hearing will be informal.
- (b) No briefs will be filed or transcripts made.
- (c) There will be no formal rules of evidence.
- (d) In the interest of narrowing the issues in dispute and to preclude the introduction of new evidence or information not previously brought to the attention of either party the parties shall (i) meet at least twenty-four (24) hours prior to the scheduled hearing to exchange the names of witnesses to be called, citations to be used in connection with the hearing and review the respective positions of the parties, and (ii) jointly prepare and

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present to the arbitrator at the beginning of the hearing a stipulation of those facts which are not in dispute.

(e) The case of each party will be presented by representatives previously designated by the Staff Labour Relations and the National Union. Normally, this will be the Labour Relations Supervisor and the Unit Chairperson. The CAW National Representative and a Staff Labour Relations Representative may also participate.

(f) The arbitrator will assure that all necessary witnesses and pertinent facts and evidence are presented by the representatives of the parties. In all respects, the arbitrator shall assure a fair and complete hearing.

(g) If the arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration, the case shall be referred without a decision to the Appeal Board and it shall be processed as though appealed on the date so refereed in accordance with the regular procedure.

### Format of the Hearing

The format of each hearing shall be as follows:

(a) Introductory remarks by the Company and Union setting forth their respective positions.

(b) Presentation of testimony by witnesses through direct and cross examination.

(c) Questions or call of witnesses by the arbitrator.

(d) Short summation by parties.

### The Decision

The arbitrator may issue a summary decision at the hearing. However, in each case the decision shall be issued in writing within seventy-two (72) hours after conclusion of the hearing. The arbitrator's decision

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shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for the decision. The decision shall not form a precedent for any future cases or be used as a basis for settlement of any other grievances. The decision shall be final and binding upon both parties and shall not be subject to appeal under Section (3.12) of the Agreement.

### Authority

The arbitrator shall have the authority that Section (3.4) (c) of the current National Union, CAW Agreement grants the Appeal Board. (c02)

### **(3.21) No Pay for Unauthorized Strikers**

The Appeal Board shall not allow back pay to any employee who shall be disciplined for violating Section (1.7) of the Agreement, which Section relates to strikes and lockouts, but if the penalty imposed by the Company is two weeks layoff or more, the grievance machinery must be expedited so that the Appeal Board's decision will come within two (2) weeks of the written filing of the grievance

### **(3.22) Grievance Procedure**

During recent negotiations, the Union cited several instances indicating Management's non-compliance with Section (3.2) Step 1 of the Agreement.

The Union is assured that after having arranged the appropriate appointment, the Shift Steward or Unit Chairperson may leave work to discuss a grievance matter.

Should the Union believe that Management is not complying with the provisions of Section (3.2) Step 1, it



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may discuss the matter directly with the Labour Relations Supervisor. (c02)

### **(3.23) Special Conferences**

Special Conferences for important matters may be arranged between the Unit Chairperson, and the Labour Relations Supervisor or the Manager of Security. The Health and Safety Representatives may be included in Special Conferences relating to Windsor Area security employee health and safety matters. It is understood that special conferences will not be requested to circumvent the grievance procedure. By agreement with the Company, representatives of the National Union may attend such conferences. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented to management at the time the conference is requested. If representatives of the National Union wish to attend the meeting, the request for such attendance shall be made to the Staff Labour Relations Office. Other members of local management or a member of the Staff Relations Office may attend such conferences.

Matters taken up in special conferences shall be confined to those included on the agenda. The Recording Secretary, Health and Safety Representatives (as required), Unit Chairperson, National Representative, and Committeeperson, providing they would otherwise have worked in the plant during the time spent in such conferences, shall not lose time or pay for time spent in special conferences.

The Company may suspend or terminate the provisions of this letter with respect to any plant or office by giving ten (10) days notice in writing to the National Union, CAW. (c02)

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### **(3.24) Overtime Discussion**

In the negotiations leading to the CAW Security Agreement the parties signed today, the parties discussed the matter of excessive overtime schedules which may be worked on occasion by some employees covered by this Agreement. In the discussions of this matter, both parties recognized that the Company's need for overtime among plant protection personnel varies from one plant or location to another and fluctuates in response to changing operating conditions including emergency situations. In addition, since, the need for overtime at many plants and locations is related to the schedules of various manufacturing operations, the parties cannot reasonably anticipate at this time how and to what extent overtime work for plant protection employees will be affected by the Company agreement regarding overtime applicable to its production and maintenance employees.

Nevertheless, the Company hereby assures the Union that if the Union claims that excessive overtime work in a particular situation is creating an undue hardship on a particular group of employees, upon request of the Union to Staff Labour Relations, the Company will meet with the Union, and where undue hardships exist, it will consider means for providing the relief the situation may require.

### SENIORITY

#### **(5.1) Probationary Employees**

New employees hired in the district shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days probationary period shall be accumulated within not more than one (1) year unless the employee is on the active roll, vacation, or temporary layoff wherein the probationary accumulation period will continue. After employees have finished the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day the employee completed the probationary period. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment set forth in Section (1.1) of this Agreement. Any claim made by a probationary employee that a layoff or discharge is not for cause, or discriminatory under Section (1.4), may be taken up as a grievance; provided, however, that the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees. The Arbitration Board shall have jurisdiction over such cases. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of the probationary period between the date of the probationary employee's discharge and the probationary employee's reinstatement.

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Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the Union.

The provisions of this Section shall not apply to temporary employees as defined in Letter (5.2) "Temporary Hires".

### **(5.2) Temporary Hires**

On occasions the Company finds it necessary to hire additional employees in temporary positions included in the bargaining units. Temporary employees are hired for a period not to exceed one hundred nineteen (119) consecutive calendar days. They are used for such purposes as replacing permanent employees on vacation or leave of absence. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid-off seniority employees are available.

Because of the limited term of their employment, we believe it desirable to clarify the entitlement of these temporary employees to certain benefits available to permanent employees under our Agreement.

An employee hired as a temporary employee shall be paid at 70% of the base wage rate of the Security Officer classification for the period the employee is a temporary employee.

It is the Company's position that temporary employees are entitled to receive , shift premium, overtime premium, and seven-day operation premium and, provided they are not covered under hospitalization insurance carried by their parents or spouse, temporary employees will be permitted to enroll for hospital, surgical, medical coverage as provided in the Agreement and no other benefit.

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Temporary employees hired to positions included in the bargaining unit would be subject to the Union security provisions of the Agreement.

It is not intended that an employee be repeatedly hired as a temporary employee for the purpose of depriving the employee of benefits the employee would be entitled to receive as a permanent employee.

The Company agrees that temporary hires will not be required to serve a double probationary period provided the permanent employment following the period of temporary employment occurs without interruption. (C02), (C08)

### **(5.3) Employee Defined**

For the purpose of these Sections (2.10), (5.1), (5.3) through (5.8), (7.1) through (7.3), (6.1) and (6.2), the word "employee" means an employee who has acquired seniority.

### **(5.4) Seniority Defined**

Seniority is by department.

### **(5.5) Seniority Lists**

(a) The seniority list on the date of this Agreement show the names of all employees of the district entitled to a ranking for seniority.

(b) The management shall keep each seniority list up to date at all times and available for inspection by the Unit Chairperson. A corrected list will be posted every ninety (90) days.

(c) One (1) copy of the seniority list will be given to the Local Union and the classification of the employees on the list will be included as of the date of the lists.

(d) Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter

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during the term of this Agreement, the Company shall give to the National Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The National Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information. (c02)

### **(5.6) Loss of Seniority**

(a) An employee's seniority rights and employment relationship shall terminate if:

(1) The employee quits.

(2) The employee is discharged and the discharge is not reversed through the grievance procedure.

(3) The employee is absent for five (5) working days (scheduled Saturday's included) without advising the Company's Employment Department giving satisfactory reasons.

(4) If the employee fails to return to work within five (5) regular working days (scheduled Saturdays included) after notification to do so to the employee's address on record with the Company unless the employee furnishes satisfactory reasons for such failure.

(5) If the employee is not called upon to perform work for the Company for a period of sixty (60) consecutive months or for a period equal to the employee's seniority at the date when the employee last performed work for the Company whichever shall be greater.

(6) The employee receives a permanent total disability benefit under a group life insurance policy held by the Company. If such employee recovers and either (a) the employee's permanent total disability benefit is discontinued or (b) the employee's permanent total

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disability benefits has been fully paid, the employee's seniority, including that which the employee otherwise would have acquired during the period of said disability, shall be restored. Provided, however, if the period of the employee's disability was for a period longer than the seniority the employee had on the date the employee was approved for a permanent total disability benefit the employee shall upon the restoration of seniority as provided above be given seniority equal to the amount of the seniority the employee had on the date such permanent total disability benefit was approved. However, as to an employee who received such benefit prior to the date of this Agreement, the employee's seniority will continue to accumulate and, should the employee recover, the employee's total accumulated seniority will be credited.

(7) The employee retires or receives a pension under the Pension Plan of this Agreement. If the employee receives a pension for permanent total disability and recovers and the pension is discontinued, the employee's seniority, including that which the employee otherwise would have acquired during the period of disability, shall be restored, provided, however, if the period of the employee's disability retirement was for a period longer than the seniority the employee had on the date said pension for permanent total disability began, the employee shall, upon the discontinuance of permanent total disability pension, be given seniority equal to the amount of seniority the employee had on the date such pension began.

(8) (a) The employee accepts a Separation Payment under the Supplemental Unemployment Benefit Plan incorporated in this Agreement in which event the employee's seniority shall be broken at any and all plants and locations of the Company as of the

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date the employee's application for the Separation Payment was received by the Company.

(b) In the event an employee loses seniority under Section (5.3) as a result of imprisonment for up to one (1) year in connection with an offence arising out of the operation of a motor vehicle, or for imprisonment up to 18 months in connection with operating a motor vehicle while impaired, the employee's incarceration shall be considered a proper exception under the provisions governing loss of seniority and the employee's seniority shall be reinstated. (c96, c99, c02)

### **(5.7) Seniority of Stewards**

(a) Notwithstanding their position on the seniority lists, the Unit Chairperson and Stewards shall in the event of a layoff be continued at work as long as there is a job which they are able to perform and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job which they are able to perform and any of their respective constituents have been recalled to work.

(b) Should a Unit Chairperson or Steward resign or not be re-elected, they shall return to the shift, provided they have sufficient seniority, from which they were transferred. (c02)

### **(5.8) Seniority of Officers**

Notwithstanding their position on the seniority list, the President, Vice-President, and the Financial Secretary of the Local Union, and the Chrysler Security Unit Chairperson, Committeeperson and Recording Secretary, shall in the event of a layoff and rehire be continued at work at all times when their department or a fraction thereof is at work, provided that they are able to do the work being done at the time. (c02, c05)



### **(5.9) Correctional Services - Temporary Absence Program**

In the course of current negotiations the Company and the Union had discussions concerning the loss of seniority by employees who had been approved by the Ministry of Correctional Services for release from jail under a Temporary Absence Work Release permit.

This letter is intended to clarify the understanding, agreed to during the course of negotiations, pertaining to such employees.

The Company agrees that in the situation in which the Ministry is prepared to release an employee from jail to attend work, the Company will not decline to participate in such a Temporary Absence Program provided the employee's seniority would not otherwise be lost.

### **(5.10) Reinstatement After Disability**

During our recent negotiations, the parties discussed reinstatements after disability and the following guidelines were established:

(a) When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of disability is given to the plant the employee will be returned to work in accordance with the employee's seniority and these rules as nearly as may be as if the employee had not suffered disability, provided the employee passes the required medical examination. If the disposition made as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the plant with the Unit Chairperson and Management will arrange for the employee to do so. If a grievance on the matter is submitted, it may be referred to Step 2 of the grievance

## **SENIORITY**

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procedure. The Unit Chairperson may then take the grievance up with the Labour Relations Supervisor, or a designated representative.

In proper cases, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the plant physician with respect to determining the employee's ability to perform the duties of the available work to which the employee would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Unit will be made within seven (7) working days from the date the matter was referred to the Labour Relations Supervisor or a designated representative. Costs will be paid by the Plant.

If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on the employee by the plant physician, there shall be no retroactive pay.

If the report or decision places work restrictions or limitations on the employee which are less than those previously placed on the employee by the plant physician, retroactive pay, if any, shall be limited to the period beginning with the day of the final examination by the independent physician and shall be calculated as provided in Section (3.8). The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

If an employee claims to be unable to perform the duties of the available work to which the employee would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the plant physician or physicians acting for the Company does not

## **SENIORITY**

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resolve the conflicting medical findings. The independent physician shall be selected by the Local Unit and the Plant Management within seven (7) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of the findings and conclusions. Costs of such examination shall be paid by the Company.

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union. (c02)

### LAYOFF AND RECALL

#### **(6.1) Notice of Layoff**

Management will give twenty-four (24) hours notice of layoff to employees and to the Steward in the district where the layoff is to be made, unless such notice cannot be given because of circumstances beyond the control of Management.

When used in this agreement, the term "layoff" means a reduction in the working force that begins upon the completion of the last scheduled day of work for the employee.

#### **(6.2) Layoff and Recall Procedure**

(a) If there is a reduction in the working force for a definite period of time of a known duration, employees will be laid off by seniority as follows:

- (i) Probationary employees will be laid off.
- (ii) Employees with less than one (1) year of seniority will be laid off, according to seniority.
- (iii) Employees with one (1) year or more of seniority may, if they so elect, be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. Employees will be advised of the expected duration of the layoff and their expected return date.
- (iv) If the expected duration of the layoff herein is subsequently extended to a later but definite date, employees laid off pursuant to (iii) above, will be afforded the option of returning to work on the date originally scheduled to return or remaining on layoff for the duration of the extended period. An employee who elects to

## **LAYOFF AND RECALL**

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return on the originally scheduled return date will displace the least senior employee on the employee's classification and shift.

(v) If it becomes necessary to recall employees laid off under Subsection (a)(iii) prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior employee on the affected shift and classification being recalled first.

(vi) If, after employees are laid off under Subsection (a)(iii), it is determined that the layoff will be extended for an indefinite period of time, the work force will be adjusted within seven (7) calendar days in accordance with Subsection (b).

(vii) If the duration of the layoff pursuant to Subsection (a) is expected to exceed fourteen (14) calendar days, the Union will be so notified. At the request of the Union, Management will consider employees, by classification on all shifts as being on one (1) shift for the purposes of Subsection (a)(iii), or the Union may request that the provisions of Subsection (a) be waived and that the layoff made in accordance with Subsection (b). Either of such requests shall be made in writing by the Union within twenty-four (24) hours of the time the Union is notified of the layoff.

(b) In the event of a decrease in force, other than as provided in (a), employees shall be laid off in accordance with their seniority ranking in the district where the layoff occurs. The Company shall not be required to promote or transfer an employee to a higher-rated job of an employee of lesser seniority at the time of a layoff unless

## **LAYOFF AND RECALL**

the senior employee has the present ability to perform the higher-rated job.

(c) In the event of an increase in force, other than as provided in (a), in higher-rated jobs or if a vacancy occurs in a higher-rated job, the highest seniority employee working in the district, shall be transferred to the higher-rated job.

### **(6.3) Application of Section (6.2) Layoff**

In implementing Section (6.2) it is agreed that if a reduction of the work force requires the layoff of a Security Officer who has more seniority than a Fire Marshal, higher seniority Security Officers will be offered the opportunity to displace the lowest seniority Fire Marshal.

If there is no higher seniority Security Officer, the Security Officer with the least seniority shall be laid off accordingly.

### **(6.4) Layoff Procedure - Sunday**

The parties discussed the problems associated with employment compensation and supplemental unemployment benefit payments when an employee is laid off on a Sunday.

It is agreed that when a reduction in the work force is necessary, every effort will be made to schedule the employee(s) to be laid off, so that the last day worked is not on a Sunday.

It is recognized that such scheduling may not always be possible. In addition, the Union will encourage the exchange of leave days by employees so that affected employees would not have to be scheduled on such Sunday.

## **LAYOFF AND RECALL**

### **(6.5) Layoff and Recall – Inverse Events**

Certain questions of interpretation have developed relative to Section (6.2)(a) of the Agreement concerning the establishment of “definite periods of time”.

Events which could be used in establishing “definite periods of time” as it pertains to Section (6.2)(a)(iii),(iv),(v),(vi),(vii) include but are not limited to the following:

- (a) Vacations
- (b) Construction Periods
- (c) Holidays
- (d) Leaves of Absence

### **(6.6) Notification**

Management shall notify the Unit Chairperson in writing of the layoff or recall of a Security Officer. Name and effective date shall be included in the notification.  
(c02)

### **(6.7) Work Opportunities**

Upon the request of a laid off seniority Security Officer, Management will review possible employment opportunities within the Canadian operations. Management will advise the Security Officer of potential openings upon the completion of the review.

### **(6.8) Recall To Security Department**

An employee laid off from the bargaining unit who accepts work in another bargaining unit of the Company will be deemed to be on layoff from the Security Department Unit and said employee must decide either:

- (1) to remain in the latter bargaining unit or;
- (2) return to the Security Department Unit with full accumulated seniority.

### **(6.9) Temporary Reduction in Work Force – Holidays**

When production operations are curtailed owing to a holiday or a day designated as a holiday and a full plant protection work force is not required on a holiday or a day designated as a holiday, Local Plant Management may agree that where required, employees may be scheduled to work on each shift, in each classification, in accordance with their seniority or in such other manner as the parties may agree. Seniority employees not scheduled to work, if otherwise eligible, will receive pay for the holiday.



## **TRANSFER AND PROMOTION**

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### **TRANSFER AND PROMOTION**

#### **(7.1) Transfer of Employees**

An employee who is transferred either by the Company or at the employee's own request from one (1) district to another district of the Company shall retain seniority in the district from which the employee was transferred for a period of twelve (12) months from the date last worked in the district and shall start as a new employee in the other district with ranking for seniority as of the date of transfer.

#### **(7.2) Seniority of Employees Transferred Out of Unit**

(a) If an employee is or has been transferred out of the unit to a position in the Plant Protection Department prior to March 1, 1977 and is thereafter transferred to a position within the unit, the employee shall return to the district, classification and shift from which the employee was transferred with accumulated seniority up to March 1, 1977.

(b) If an employee who is or has been transferred pursuant to the terms of Subsection (a), is subsequently transferred to a salaried position outside the Plant Protection Department prior to March 1, 1977, the employee shall continue to accumulate seniority in the unit up to March 1, 1977 for a period of time not to exceed twelve (12) months from the time transferred out of the Plant Protection Department, after which time the employee shall return to the unit with seniority the employee had at the time of transfer from the unit.

(c) If an employee is or has been transferred to a salaried position not included in the unit or the Plant Protection Department prior to March 1, 1977, the

## **TRANSFER AND PROMOTION**

employee shall accumulate seniority in the unit from which the employee was transferred up to March 1, 1977 for a period of time not to exceed twelve (12) months from the time transferred out of the unit. If, during this period, the employee is transferred again to a position within the unit, the employee shall return, to the district, classification and shift provided the employee has sufficient seniority from which the employee was transferred, with accumulated seniority. After this period, the employee shall return to the unit with the seniority the employee had at the time of transfer from the unit.

(d) If an employee is transferred to a position not included in the unit on or after March 1, 1977 and is again transferred to a position in a unit, the employee shall commence work with the amount of seniority the employee had at the time of his transfer from the unit.

(e) An employee who is transferred out of the bargaining unit subsequent to January 1, 2003, shall retain the seniority held at the time of such transfer but not accumulate seniority during period of such transfer if the employee is transferred back within one (1) year. If the employee is transferred back to the bargaining unit after one (1) year, the employee will assume date of entry seniority. (c02)

### **(7.3) Promotions**

Promotions to higher paid jobs are based upon the employee having the greatest seniority will receive the preference.

### **(7.4) Vacancies**

In the event a Bid/Fire Marshall job operation is vacant, on a temporary basis, for a period exceeding thirty (30) days, the job opportunity canvass/survey procedure shall be utilized to fill said vacancy. The

## **TRANSFER AND PROMOTION**

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successful applicant, however, shall not relinquish any right to return to the applicant's former position when the aforementioned job becomes terminated. The first thirty (30) days of vacancy shall be covered by the disability/vacation relief officer.

### **(7.5) Security Officer Replacing Fire Marshal**

It is agreed that if a Security Officer replaces a Fire Marshal who is off due to vacation, sick leave, jury duty or leave of absence, the Security Officer shall be returned to the Security Officer classification when the replaced Fire Marshal returns to work. The Security Officer so assigned as a replacement for a Fire Marshal shall be notified in advance that the Security Officer is a replacement for one of the foregoing reasons.

When a Security Officer serves as a Fire Marshal on a temporary work assignment that does not involve replacing a Fire Marshal, the Security Officer shall be returned to the Security Officer classification upon the termination of such temporary assignment. Such temporary work assignments shall be so identified. If a temporary assignment should become permanent, then it shall be considered an open job and filled in accordance with the Agreement.

### **(7.6) Disability Vacation Relief**

An employee who elects to serve as a DVR employee pursuant to this understanding shall:

(a) Assume the leave days of the employees whom the employee is relieving without regard to the rotation of and consecutive scheduling of leave days as provided in Section (8.7) of the Agreement:

(b) Declare their shift preferences at the time of their bid election to work disability vacation relief.

## **TRANSFER AND PROMOTION**

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Other situations concerning shift preference and schedules are governed by Section (8.2)(c) and (8.7). (c02)

(c) Management will continue the practice of allowing the DVR employee to schedule vacation according to their seniority. An employee serving as a DVR may be required to move from shift to shift during those weeks of the normal vacation period.

### **(7.7) Preferential Hire**

In the event a plant of the Company in which there is a bargaining unit covered by the CAW Security is closed, the Company will give consideration to laid off employees for permanent work opportunity in other plants and offices of the Company. Further, that should the employee accept an offer to work, the employee shall be given date of entry seniority.

### **(7.9) Preferential Hiring**

The Union expressed concern regarding Security Bargaining Unit employees who are indefinitely laid off as a result of a reduction in the workforce without reasonable likelihood of recall.

The Company advised the Union that during the term of this agreement such employees may apply for preferential hire opportunities at the Company plants covered by the Production and Maintenance Agreement.

Such employees shall be given preference for placement in seniority order, on available work provided all work opportunity provisions currently outlined in the Production and Maintenance Agreement have exhausted.

Any disputes or issues of concern may be referred by the CAW National Representative to the Director

## **TRANSFER AND PROMOTION**

Labour Relations & Economics. Employees accepting assignments under the preferential hiring opportunities would be provided date of entry seniority. (n02), (c08)

### **(7.10) Open Slot Procedure**

The company and the Union agree to date and sign the open slot procedure.

### **Assignment Changes**

The Company agrees to adjust by seniority when filing open assignments due to plant requirements. It is agreed adjustments will be required only when sufficient time permits. Sufficient time shall be defined as one hour or more for full utilization of the seniority canvass. (c02)

### WORKING HOURS

#### **(8.1) Call-In Pay**

It is the policy of the Company that any plant protection employee represented by your Union who reports for work on the supervisor's or management's instructions, will be offered at least four (4) hours' work at the employee's regular rate.

#### **(8.2) Shift Premium**

##### **(a) Shift Premium and Hours**

- (i) Employees hired prior to September 24, 2012, regularly employed on the second or third shift shall receive, in addition to their regular pay for the pay period, five (5) per cent and ten (10) per cent, respectively, additional compensation.
- (ii) Employees hired on or after September 24, 2012 with less than 11 years of Seniority, regularly employed on the second or third shift, shall receive in addition to their regular pay for the pay period \$0.50 and \$1.00 per hour, respectively, additional compensation. Once these employees attain 11 years of Seniority, they shall be eligible to receive the shift premium as outlined in section (i) above.
- (iii) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. (c12)

## **WORKING HOURS**

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### **(b) Shift Premium – How Paid**

During the recent contract negotiations, your Union requested an interpretation of Section (8.2)(a), relating to the payment of shift premiums. Our interpretations are as follows:

- (i) When, during certain periods it becomes necessary for a plant to reschedule its plant protection operation from a three (3) shift basis to a two (2) shift basis, employees affected by such rescheduling shall be paid the appropriate shift premium for those hours worked on the respective shift as defined in Section (8.2)(a)(ii).
- (ii) An employee who works overtime in conjunction with an assigned shift will be paid the shift premiums appropriate to the assigned shift for all such hours unless an additional complete shift is worked. The premium for the additional complete shift will be the premium appropriate to the assigned shift for all such hours worked on that shift.

### **(c) Shift Preference**

- (i) Provisions pertaining to shift preference shall, where applicable, be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection and efficiency of operations at all times.
- (ii) The Chrysler Unit Chairperson, Committeeperson, and President of a Local Union may, upon their election, choose the shift on which they will work during their term of office.

### **(d) Shift Rotation**

The Company agrees to a shift rotation system for Windsor Area Security Officers with an option to exchange shifts.

## **WORKING HOURS**

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Details outlining the method for rotation of shifts and the exchange of shifts shall be determined by the parties. (c02)

### **(8.3) Equalization of Overtime**

The management will endeavor to the best of its ability to equalize overtime hours among employees in the same classification.

### **(8.4) Overtime**

Employees will be paid overtime in accordance with the following provisions:

(a) Time and one-half for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty (40) hours per week.

(b) Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement.

(c) Time and one-half for work performed on the first (1st) scheduled leave day of the employee's scheduled work week.

(d) Double time for work performed on the second (2nd) scheduled leave day of the employee's scheduled work week. This does not require the management to schedule an employee to work a leave day if another employee can be scheduled at a lesser rate of pay.

(e) Double time will be paid for the seventh (7th) consecutive work day whether or not the seven (7) days fall in the same work week. Further, a holiday on which an employee receives holiday pay under Section (12.2)(b) but does not work shall be counted as a day worked towards paying the seventh (7th) consecutive day worked at double time, provided the seven (7) days fall in



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the same work week. The foregoing shall not be applicable where an employee has transferred from one shift to another.

(f) Double time and one-half for time worked on any day on which one of the designated holidays is observed unless the holiday falls on one (1) of the employee's scheduled leave days in which event the employee, in addition to receiving pay for the holiday under Section (12.2), will be paid double time for time worked.

### **(8.5) Hours Considered as Worked**

The following will be considered as hours worked for the purpose of computing overtime:

(a) The remainder of the employee's shift following such time as the employee is sent home because of an injury which arises out of and in the course of employment.

(b) Eight (8) hours for a holiday upon which the employee was scheduled to work but Management directed the employee not to work.

### **(8.6) Overtime Pyramiding Prohibited**

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payment.

### **(8.7) Schedules**

(a) A Security Officer's leave days will be scheduled consecutively unless otherwise mutually agreed between Management and the Union.

(b) Leave days will be rotated equally where possible taking into consideration the efficient operation of the department.

## **WORKING HOURS**

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(b) Plant Protection employees will be granted necessary relief.

### **(8.8) Exchange of Leave Days**

The Company will permit, where possible, employees to change leave days with other employees to allow an employee who is scheduled for a vacation to have the employee's leave days fall immediately prior or after the scheduled vacation, or for such other reason acceptable to Management, provided the Company is not required to pay overtime as a result of such exchange of leave days.

### **(8.9) Work Week Defined**

(a) The regularly scheduled work week starts at 12:01 a.m., Monday and ends one hundred and sixty-eight (168) hours thereafter, except those employees on third shift operations starting Sunday night, in which case their regularly scheduled work week starts with the beginning of their shift Sunday night and ends one hundred and sixty-eight (168) hours thereafter.

(b) No employee will be laid off during a work week for the purpose of avoiding overtime payment or holiday pay.

### **(8.11) Seventh (7th) Consecutive Day Worked**

Section (8.4)(e) as amended provides:

"Double time for the seventh (7th) consecutive day worked whether or not the seven (7) days fall in the same work week but shall not be applicable where an employee has transferred from one plant to another or from one shift to another."

This amendment is not intended to apply to a schedule of six (6) days followed by two (2) leave days.

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Thus, if under such a schedule an employee worked a seventh (7th) consecutive day, this being the first (1st) leave day, the employee would only receive time and one-half for hours worked on that day. Nor does this amendment cover the situation where as the result of the voluntary exchange of leave days, an employee works seven (7) consecutive days. In such a situation, the employee would not be paid double time for working the seventh (7th) consecutive day.

### **(8.12) Leave Days**

Section (8.4)(d) of the contract has been amended to provide that when an employee works the employee's second leave day, the employee will be paid at the rate of double time. During discussion of this amendment, the Company expressed concern that numbers of employees who declined or were unavailable to work their first leave day, would require more employees to be scheduled on second leave days, resulting in additional costs or operational difficulties to the Company.

If the Company finds that an increasing number of second leave days are being scheduled because employees declined or were unavailable to work their first leave days, it may discuss the matter with the National Union. The National Union will take appropriate action to correct the condition.

### **(8.13) Days Off**

Management will continue to allow the exchange of leave days within the two-week pay period upon written request from a Security Employee. In the event an Employee is unable to obtain an exchange of leave days for a specific day, Management will, with the consent of

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the Employee, change a leave day or take other steps agreeable to the Employees to meet the Employee's needs.

### **(8.14) Shifts**

The current practice of exchanging shifts will continue.

### **(8.15) Exchange**

Security Officers may exchange assignments on the shift with approval of the Supervisor. The request must be submitted at least one day in advance. (c02)

### **(8.16) Starting Times**

The Company's standard times are 7:00 a.m., 3:00 p.m. and 11:00 p.m. Management is agreeable to discuss any non-standard starting time with the Unit Chairperson. Any deviation from these times will be discussed with the Unit Chairperson prior to its implementation. (c02)

### **(8.17) In Early/Hold Over**

The current practice of relief, 25 minutes prior to the shift will continue. Management is also agreeable to (reasonable) early relief or holdover at no cost to the Company. The Security Officer must make a request to the Shift Captain in writing at least one day in advance of the shift in question.

Proportionate relief shall be provided to the amount of overtime performed for those employees working in early or holdover overtime.

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### **(8.18) Shift Start on Weekly Basis**

Management informed the Union that it is the policy of the Company that when there are work assignments other than those of an emergency nature which deviate from the normal plant established shift starting time, such assignments will be made on a weekly basis instead of on a daily basis. Further, where such assignments involve daily overtime, they will be rotated where possible among the employees on that shift. Any disputes covering the application of this policy may be brought to the attention of Staff Labour Relations.

### **(8.19) Employment Standards Act**

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 Standard Act, and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, shall be minimum requirements incorporated within this collective agreement; however, where this collective agreement provides higher remuneration in money or greater right, benefit, term or condition of employment in favour of an employee(s)

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with respect to a particular standard, this collective agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employee Standards Act and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, may be subject to the grievance procedure of this 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 1996 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 Chrysler Canada Inc. bargaining unit employees. 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 Chrysler Canada Inc. bargaining unit employees 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

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the grievance procedure under this collective agreement.

### **(8.20) Distribution and Recording of Overtime**

AGREEMENT entered into on September 15, 1996 between Chrysler Canada Inc. and The National Union, CAW – Security.

This Agreement is being entered into for the purposes of establishing applicable regulations governing the assignment of overtime. Accordingly, it is as agreed as follows:

1. A new employee shall not be assigned available overtime work until such time as the employee has completed the probationary period and has acquired seniority. Probationary employees, however, shall not be considered for any overtime work opportunity unless all seniority employees have been so offered.

(a) Upon acquiring seniority, the former probationary employee will be charged with the top overtime hours of the employee's respective classification.

2. An employee who serves as a disability vacation relief or replaces an employee who is off on sick leave for less than thirty (30) days, shall be charged overtime for hours worked.

3. An employee who, pursuant to Section (11.1), of the contract, is on an authorized leave of absence, or is on sick leave of thirty (30) days or less, will be charged with the total number of overtime hours the employee would have been paid had the employee been available. The number of such hours will be determined on the basis of the amount of overtime hours which the employee would have been scheduled to work during the period the employee was on leave of absence. An employee who, pursuant to Section

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(11.1), of the contract is on an authorized leave of absence, or is on sick leave of more than thirty (30) days shall be charged with the average amount of overtime hours.

4. Any overtime worked, involving one hour or more, will be charged to the employee working such overtime. The employee will be charged on the basis of an hour's paid overtime rather than an hour's worked overtime. Fractions of hours from 0 to 5/10 will not be charged, while 6/10 to 1 hour will be charged as one hour. Overtime worked, which involves less than one hour, shall be considered as casual overtime and will not be charged as overtime worked.

5. An employee who is scheduled to work overtime (except for holdover or in early) and declines shall be charged with the amount of overtime hours the employee would have been paid had the employee not so declined.

6. In scheduling overtime, the employees with the highest seniority and the lowest amount of charged overtime hours in the classification will be given preference in that order, excepting that in accordance with the Supplemental Agreement, dated April 9, 1956, the seventh (7th) day shall not be considered, in the application of this Paragraph. This Paragraph shall not apply where overtime has to be worked because of the failure of an employee to report to work and who has failed to give sufficient prior notice to management that the employee would be absent. If management fails to schedule an employee in accordance with this Paragraph, management will, within four (4) weeks thereof, schedule other work for such employee sufficient to compensate for such failure. This shall not apply if, prior to performing other work, the employee is otherwise scheduled for comparable work in



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accordance herewith. If prior to performing such other work the employee is permanently laid off, the employee shall be compensated for such failure.

7. The overtime accounts for each employee will terminate annually effective the first Monday of a new schedule in the new year.

8. In some plants when overtime is scheduled and employees are not available to accept the overtime assignment, the Union will be so notified by the supervisor as quickly as possible and arrangements will be made that such overtime may be divided between the employees on the preceding shift and the succeeding shift.

9. Provisions of this agreement shall not apply in an emergency situation wherein management may find it necessary to schedule all or part of a shift on an overtime basis, without being required to assign overtime in accordance with the terms hereof. (c02)

### **(8.21) Overtime Banking Procedure**

#### **(a) Notice**

Management shall apprise and discuss the denial of "Banked Time" with the Unit Chairperson, prior to notifying the respective employee of the above.

#### **(b) Overtime Hours**

Management will allow an employee to bank a maximum of 40 hours of overtime at any given time.

The opportunity to bank overtime hours will be afforded to seniority employees only.

Banked hours may be carried over from one calendar year to another.

#### **(c) Procedure**

Under normal circumstances, Seniority Employees shall be guaranteed lieu days off provided the request is

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made in writing at least (4) days inclusive of the date required and may not be granted on Christmas Eve, Christmas Day, New Year's Eve or New Year's Day. (c02)

### **(8.22) Overtime Procedure**

The following gives the current guidelines to be used when calling normal overtime requirements and will supersede all other guidelines. This procedure may not apply to unusual situations such as Plant renovations, strikes, weather conditions, fires, etc.

The Company shall not direct in an employee for overtime on the employee's leave days falling immediately before vacation period.

An employee's vacation period commences on Monday.

The Company shall not offer overtime to an employee on an employee's leave days which immediately follow an employee's vacation period.

An employee may volunteer for overtime on an employee's leave days following an employee's vacation period where said leave days are bridged by banked time.

There are two basic overtime groups:

- (a) Security Officer
- (b) Fire Marshal

### **(8.23) Answering Machines**

Telephone answering devices shall not be recognized as proper notification/communication and shall be deemed as a "no answer" for any message including a supervisor altering job assignments and shift starting times. A message, however, shall be communicated and recorded on said device advising the time of contact and requesting an employee return the

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call. If, overtime has been allotted, prior to the supervisor receiving the return telephone call, then the overtime entitlement shall be considered void and the applicable hours will not be charged to the employee's overtime account. (c02)

### **(8.24) Charging Procedure**

Employees' records shall not reflect overtime charged, when "Holdover" or "In Early" overtime entitlement is declined.

In order to overcome the problem of a low overtime hours employee remaining low hours, it is agreed that an employee who is directed in shall be charged both for the refusal plus the hours the employee works (24 if directed on the first leave day and 32 if directed on second leave day). In this manner the low overtime hours employee will be able to gain ground on the accumulated overtime hours list.

The present system of overtime charging, if an employee is contacted, will continue.

On the first Monday of the first schedule in each year, all overtime hours will return to zero.

Any employee returning to work from an absence of 30 days or more shall receive average overtime hours.

Average overtime in a classification will represent the total of current overtime hours in a classification divided by the number of employees in each classification.

One common overtime list will be maintained. Security Officers and Fire Marshals will carry their hours with them as they move from shift to shift.

When a Security Officer or Fire Marshal accepts overtime, their overtime account is charged the hours of pay they would have received.

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When a Security Officer or Fire Marshall refuses overtime, their overtime account is charged the hours of pay they would have received.

When a Security Officer or Fire Marshall is directed into work on their first leave day the employee is charged 24 hours. If directed to work on the second leave day, the employee is charged 32 hours.

Personnel on Union leave of absence will not be asked or charged until they notify the Captain or they return to work. Duty sheets will be provided for overtime hour purposes.

### **(8.25) New Hires**

When an employee has attained seniority with the Company, the employee shall receive the highest overtime hours in the classification credited to record. Probationary employees, however, shall not be considered for any overtime work opportunity unless all seniority employees have been so offered.

### **(8.26) Direction to Work**

An employee who has been identified as being directed to work an overtime assignment will be advised promptly that the employee is not required if someone else accepts the assignment.

### **(8.27) Eligibility**

A Security Officer, or Fire Marshal who has accepted to work overtime on their leave day, before going off on sickness will still have the option to work on their leave day(s) provided they are well enough and advises the Shift Captain at least eight (8) hours prior to the start of their afternoon or midnight shift. Notification of their willingness to work on dayshift will require a prior twelve (12) hours notification.

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The Union agreed during holdover situations where time is a factor, Security Officers who normally accept this type of overtime requirement will be approached for such overtime regardless of overtime hours to see if they are willing to work. However, Management will continue to canvas for the overtime based on low overtime hours up to the point the assignment commences. Leave days shall belong to the shift previously worked. Example; (1) if a Security Officer is working days and going to afternoons after the Security Officer's leave days, the Security Officer is to be asked for day shift overtime not afternoons; (2) if employees with like days off trade a portion of their shift, the majority of days worked constitute the shift previously worked.

If a Security Officer or Fire Marshal is on Code 2 (casual absence) and their leave days come up the employee is not to be asked to work overtime. As in the past, an employee is not asked to work overtime until the employee actually returns to work from any absence. An employee will not be charged overtime hours if ineligible to work overtime because of being Code 2. If however, the absence becomes a Code 3 (on the fourth working day of absence) any overtime the employee may have worked on the employee's leave days, had the employee been eligible, would then be charged to the employee's account.

### **(8.28) Exemption**

Employees requesting exemption from overtime shall submit an overtime exemption form at least three (3) days prior to date(s) requested.

A Security Department employee who is directed at home to work overtime shall be excused from such overtime for good cause. An example of an acceptable

## **WORKING HOURS**

reason to be excused would be the employee's inability to arrange for a babysitter on short notice. In these circumstances, Management will canvas the balance of available full time Security Officers. If the direction procedure has been utilized and exhausted a T.P.T. employee may be used to fill the assignment.

Management will endeavour to excuse an employee who is directed to work on a leave day when such employee has a scheduled professional appointment, e.g. eye specialist, etc.

Management shall excuse an employee who would normally be directed to work on a scheduled leave day for up to 7 (seven) exemptions per calendar year.

### **(8.29) Off Shift Books**

The Union understands the mutual need to maintain sufficient staff at work on each shift. The Union will allow the use of the off-shift/leave day overtime book to accomplish this task. Those employees on their regularly scheduled days off, will be considered for overtime if they sign the list to indicate their desire for shift preference and day off availability. The parties agree with respect to the off-shift leave day overtime book: no employees shall be considered for overtime unless it is the employee's regularly scheduled day off. The normal overtime procedure shall be used to fill normal overtime requirements. During those times of excessive burning and welding or other overtime requirements, the Company shall discuss the problem with the Unit Chairperson for a resolve.

Employees desiring to work four (4) hour hold-over or (four) 4 hour in-early shall make their wishes known to Management by listing their names in the 4 Hour Off-Shift Book, indicating dates and shift(s) available.

## **WORKING HOURS**

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In the event of excessive overtime for major construction projects, special events, etc., the Unit Chairperson may request Management to arrange 12-hour shifts. The off-shift overtime book procedure shall be used to obtain the required personnel to cover these additional projects.

Employees may make their wishes known to Management in writing of their availability to work overtime assignment on shifts other than their own shift on their leave days. Such employees will be offered such assignments only after all other employees on the overtime shift are offered the overtime assignment. (c02)

### **(8.30) Overtime Reduction**

When working an eight (8) hour overtime shift, the company shall maintain employees at the workplace for the duration of said shift, when reasonably possible. In the event there exists more than one (1) employee reporting for said overtime shift and insufficient duties are prevalent, employees directed to work shall have the first option of being released and subsequently, the remaining employees will be canvassed, by seniority, as to their preference. Where applicable, the provision of call-in payment shall apply.

### **(8.31) Postings**

The overtime hours list will be posted weekly at the Windsor Assembly Plant Main Gate..

### **(8.32) Order of Call In Procedure**

When asking employees to work their leave day, the low hours overtime employee at time and one half will be asked first as in the past. Failing to get enough employees, the Company will ask employees at the

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double time rate before directing an employee at time and one half.

On normal overtime burning and welding assignments Fire Marshals will only be asked to work overtime when no Security Officers are available. Fire Marshals will continue to be utilized on “critical” burning and welding jobs such as paint systems and flammable liquid areas.

### **(a) To Fill Security Officer Overtime, Monday Through Sunday**

- A. Ask on-shift security officers who are on first leave day.
- B. Ask on-shift security officers who are second leave day.
- C. Ask off-shift security officers in off-shift overtime book on their first leave day, not working base shift.
- D. Ask off-shift security officers in off-shift overtime book on their second leave day, not working base shift.
- E. Ask security officers in twelve (12) hour overtime book for four (4) hour holdover/in early to fill the eight (8) hours. **\*\*NOTE\*\* an in early and hold-over to complete the 8 hours must be obtained or Step E is bypassed.**
- F. Direct on-shift officer on first leave day.
- G. Direct on-shift security officer on second leave who did not work their first leave day.
- H. If (F) or (G) decline the direction to work a canvas of employees for holdover or in early must take place. If all or a portion of the shift remains unfilled a ‘TPT’ may be used.



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### **(b) To Fill Fire Marshal Overtime, Monday Through Sunday**

- A. Ask on-shift Fire Marshal on first leave day.
- B. Ask on-shift Fire Marshal on second leave day.
- C. Ask off-shift Fire Marshal in off-shift overtime book on first leave day not working base shift.
- D. Ask off-shift Fire Marshal in off-shift overtime book on second leave day not working base shift.
- E. Ask Fire Marshal in twelve (12) hour overtime book or a four (4) hour holdover/in early to fill the eight (8) hours. **\*\*NOTE\*\* an in- early and hold-over to complete the 8 hours must be obtained or Step E is bypassed.**
- F. Direct Fire Marshall on first leave day.
- G. Direct Fire Marshal on second leave day who did not work first leave day.
- H. If (F) or (G) are declined the following will apply.
  - (1) Trained D.V.R. on shift by seniority
  - (2) To replace the DVR refer to the procedure To Fill Security Officer Overtime, Monday through Sunday, section (8.32)(a). (c02)

### **(8.33) Union Leadership Work Schedules**

The parties hereby agree the Unit Chairperson and Committeeperson of CAW Security may request a work schedule which provides for Saturday and Sunday leave days. It is understood this arrangement may require the rescheduling of leave days for other Security Officers on the shift. The Unit Chairperson may also request temporary changes in the Committeeperson's schedule to accommodate meetings. (c02,c05)

### **(8.34) Duty Sheets – Union**

Security Supervision shall provide the Union with a complete listing of all Bargaining Unit Employees who work

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overtime each day and each shift and the present practice shall not be deviated.

Management shall notify the Unit Chairperson of Security Officers working overtime on the shift, the assignment and the Security Officer's overtime hours. (c02)

**WAGES**

**(9.1) General Increases**

The regular hourly base wage rate for each classification covered by this agreement shall remain the same as at the expiration of the agreement between the company and the union dated September 17, 2012, except as otherwise provided in this agreement or any supplementary agreement which provides for wage rate adjustments. (c05, c08, **c09 Addendum**, c12)

**(9.2) Cost-of-Living Allowance**

Each employee who is hired prior to September 24, 2012 and has (3) or more years of seniority shall be subject to the following cost-of-living allowance formula determining the cost-of-living allowance as set forth below:

(a) Effective with the adjustment scheduled for, June 2016, the cost-of-living allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002=100).

(b) Effective June 2016 and thereafter during the period of this Agreement, adjustments in the cost-of-living allowance shall be made on the following dates and in each case, shall be based on the following Consumer Price Indexes:

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<b>Effective at Beginning of First Pay Period Commencing on or After:</b>	<b>Based on Three-Month Average of the Consumer Price Indexes for:</b>
June 1, 2016	February, March and April 2016

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

(c) 1. The amount of the cost-of-living allowance effective the beginning of the pay period commencing September 24, 2012 and ending June 5, 2016 shall be thirty-three cents (33¢) per hour.

2. Effective June 6, 2016, the allowance shall be adjusted as follows:

i) The COLA base is the average of the November, December 2015 and January 2016 Canadian Consumer Price Index (2002=100),

ii) There will be a one cent (1¢) adjustment for each 0.038 change in the average Index from the COLA base until August 31, 2016.

(d) The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, shift premium, holiday payments, call-in pay, vacation payments, paid absence allowance payments, jury duty pay and bereavement pay.

(e) In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Subsection (b), any adjustment in the allowance required by such appropriate indexes shall be effective

## **WAGES**

at the beginning of the first pay period after receipt of the Index.

(f) No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures used in the calculation of the Consumer Price Index, as applicable for any month on the basis of which the allowance has been determined.

(g) The continuance of the cost-of-living allowance shall be contingent upon the availability of the monthly Consumer Price Index referred to in Subsection (a) published by Statistics Canada.

(h) The cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly pay deposit.

(i) Pay adjustments made in a cost-of-living allowance period applicable to any previous cost-of-living allowance period will include the allowance applicable during the period to which the adjustments relate.

(j) In applying the provisions of Section (9.2) of the agreement the Company shall prepare a notification letter to the Union setting forth the Consumer Price Index for each of the three months that form the basis for an adjustment, and the average of those three months, rounded to the nearest 0.1 index point using the Engineering Method of Rounding described in Section (9.2), subsection (k). This letter will be prepared and sent to the Union after publication of the appropriate Consumer Price Indexes for the third month used for each adjustment period in accordance with Section (9.2), subsection (b) of the agreement.

If the Union claims that the Company's calculations in any particular instance were not made in accordance with the terms of Section (9.2), it may refer the matter to the Appeal Board.

## WAGES

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(k) The Engineering Method of Rounding shall apply to the determination of the three-month average of this Consumer Price Index:

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

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

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

An employee other than Skilled Trades who is hired on or after September 24, 2012 shall become eligible for payment of COLA adjustments to the wage beginning in the year after his or her wage has reached the level of the current base rate. At that point any accumulated COLA wage adjustment is added to the wage packet in annual increments equal to up to 5% of the starting base rate (excluding any lump sums). (c05, c08, **c09 Addendum**, c12)

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**(9.3) Salary Structure**

The following base hourly wage schedules shall apply:

	<b><u>Security Officers</u></b>	<b><u>Fire Marshals</u></b>
<b>Effective September 24, 2012</b>	33.85	34.25

The fire marshal rate range shall be applied to Security Officers who are permanently or temporarily reclassified to Classification No. 29200 – Fire Marshal, as a replacement or as an additional Fire Marshal as defined in Letter (7.5) of the Agreement. In the case of a temporary assignment, such rate and reclassification shall only be applied when such temporary assignment exceeds more than one (1) calendar day. (c05)

**(9.4) Hire and Progression System**

**1. Temporary Hourly Hires**

An employee hired as a temporary employee in accordance with the provisions of Letter (5.2) of the Agreement shall be paid at the minimum of the Security Officer classification for the period the employee is a temporary employee.

**2. Wage Progression**

(a) A new employee hired after May 4, 2009 but prior to September 24, 2012 shall be hired at a rate equal to seventy percent (70%) of the full base rate of the job classification.

- 1<sup>st</sup> year anniversary date – increase to 75% of the full base rate

## **WAGES**

- 2<sup>nd</sup> year anniversary date – increase to 80% of the full base rate
- 3<sup>rd</sup> year anniversary date – increase to 85% of the full base rate
- 4<sup>th</sup> year anniversary date – increase to 90% of the full base rate
- 5<sup>th</sup> year anniversary date – increase to 95% of the full base rate
- 6<sup>th</sup> year anniversary date – increase to 100% of the full base rate

(b) A new employee hired on or after September 24, 2012 the effective date of this Agreement shall be hired at the rate of \$20.42 (60% of the starting base rate \$34.03).

- 3<sup>rd</sup> year anniversary date – increase to 65% (\$22.12)
- 4<sup>th</sup> year anniversary date – increase to 70% (\$23.82)
- 6<sup>th</sup> year anniversary date – increase to 75% (\$25.52)
- 7<sup>th</sup> year anniversary date – increase to 80% (\$27.22)
- 8<sup>th</sup> year anniversary date – increase to 85% (\$28.93)
- 9<sup>th</sup> year anniversary date – increase to 90% (\$30.63)
- 10<sup>th</sup> year anniversary date – increase to 100% (\$34.03)

Each year thereafter such employee shall receive an annual increase of up to 5% until such employee reaches the current hourly base wage rate for the classification to which he/she is assigned.



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(c) An employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff. Credit will not be given for any pay period during which for any reason, the employee does not work except that an employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked and in the case of the pay period in which the full week of the Christmas Holidays fall, provided the employee would otherwise have been scheduled to work. Further, an employee will be given progression credit of either one or two weeks of the vacation shutdown period provided the employee earns at least 40 or 80 hours of vacation and paid absence allowance entitlement respectively. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of days of employment.

(d) A laid-off seniority employee hired in a job classification other than skilled trades, shall receive a base rate, upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Such employee shall continue to be covered by the rate progression provisions in effect during the period of previous employment. Upon such re-employment, the credited rate progression period of the employee's prior period of employment shall be applied toward the employee's rate progression to the maximum rate of the job classification.

(e) A probationary employee in a non-skilled trades classification separated due to a reduction in force and who is reinstated at a time which will permit accumulation of ninety (90) days of employment within

## **WAGES**

one (1) year of the date of layoff as a probationary employee or a seniority employee in a non-skilled trades classification whose seniority was broken pursuant to Section (5.3)(a)5 and is rehired shall continue progression to the full base rate of the job classification from the same relative position in the rate range the employee had attained prior to layoff.

(f) Employees disabled by sickness or injury covered by the Workers' Compensation Act shall accrue credit towards weeks of employment worked for the purpose of determining their entitlement to the next wage progression rate.

(c05, c08)

### **Reclassifications**

#### **1. Security Officer to Fire Marshal**

An employee reclassified from Security Officer to Fire Marshall for a period of more than one (1) day to perform only a specific set of duties in the Fire Department including, but not limited to, standby for construction, annual hose testing, burning and welding assignments and stations attendance during emergencies shall receive the base wage at the equivalent step of the Fire Marshall range and, if applicable, continue progressing through the range to the maximum, providing the employee meets the eligibility requirements.

#### **2. Fire Marshal to Security Officer**

An employee who is reclassified from Fire Marshal to Security Officer shall receive the base wage at the equivalent progression step of the Security Officer range and, if applicable, continue progressing through the

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range to the maximum, providing the employee meets the eligibility requirements.

Note: If an employee in progression is reclassified from one classification to another, it will not affect the employee's progression time, providing the employee meets the eligibility requirements. Progression increases will be granted at the appropriate time regardless of the classification the employee is on.

### **Seven-Day Operations Premium**

In addition, nine dollars and ninety-eight cents (\$9.98) per week will be paid as a seven-day operation premium.

### **(9.5) Pay Adjustments**

The Company shall maintain the present practice, concerning Management error in pay adjustments, by issuance of a separate deposit for an amount equivalent to four (4) hours payment or more.

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**(10.1) Benefits Exhibits**

The following agreements are incorporated and made a part of this Agreement:

- Exhibit A The Supplementary Unemployment Benefit Plan
  - Exhibit B Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan
  - Exhibit C The Life and Disability Insurance Program
  - Exhibit D Relocation Allowance Plan
  - Exhibit F Legal Services Plan
  - Exhibit G The Health Care Program
- (c02)

**(10.2) Bereavement Pay**

(a) When death occurs in the employee's family, a seniority employee, on request, will be excused, and after making written application therefor, receive payment for the number of normally scheduled eight (8) hour days of work as indicated below including scheduled Saturdays (exclusive of overtime premium) but excluding non scheduled Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays within the ten (10) calendar day period immediately following the date of death, appropriate documentation regarding the death is submitted to the company.

3 Days • stepparent or grandparent, parent, step-parent or grandparent of current spouse, stepchild, grandchild, stepbrother, stepsister, half-brother, half-sister, son-in-law or daughter-in-law.

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4 Days • spouse, parent, child, sister or brother (defined as immediate family).

(b) The employee shall receive Bereavement Pay for the first three (3), or four (4) if applicable, consecutive full working days on which the employee is absent during the period established in Subsection (a).

(c) Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of overtime premiums but inclusive of shift and seven-day operations premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for the purposes of overtime.

(d) In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived. (c96, c99, c02)

### **(10.3) Changing Vacation Time Off - Death in the Immediate Family**

During the current negotiations, the parties discussed the possibility of a death of an immediate family member as defined in Section (10.2), occurring during a week in which employees are on scheduled vacation. Under this Agreement, such employees would be ineligible for bereavement pay because the vacation time off is not normally scheduled eight (8) hour days of work as referenced in Section (10.2).

Notwithstanding the above, this will confirm our understanding that employees who are notified of a death in the immediate family and are otherwise eligible for bereavement pay during a week(s) in which

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they were scheduled to be, or are, on vacation, will not be charged vacation for the days, up to three (3) or four (4) total, in lieu of bereavement pay which they would normally be entitled to, except for their non-work status during such vacation week(s).

### **(10.4) Jury Duty**

An employee who is called to and reports for jury duty (including coroner's juries) shall be paid for each day the employee reports for jury duty an amount equal to one-fifth (1/5th) of the employee's base weekly rate, exclusive of shift, overtime and any other premiums, on the last day worked, less jury duty fee paid the employee by the court in which the employee serves (not including travel allowances or reimbursement of expenses), provided that payment shall be made only for those days of the work week the employee otherwise would have been scheduled to work for the Company.

In order to receive payment under this Section, an employee must give the Company prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. An employee who is called to and reports for an interview or an examination to qualify for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

Notwithstanding the above when any of the holidays designated in Section (12.1) of the Agreement fall on a day that an employee is required to serve on a jury in accordance with the provision of this Section, the employee shall receive pay for such holiday and

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retain the daily jury duty fee paid the employee by the court.

### **(10.5) Jury Duty Guidelines**

During recent negotiations, the parties discussed situations involving overtime and the charging of overtime hours to those employees selected for jury duty.

The following guidelines have been established; effective the date the employee is to be available for jury duty.

Employees on the second or third shift, who are selected for jury duty, shall, for the duration of such service, be transferred to the first shift and their leave days shall be Saturday and Sunday. Employees on the first shift who are selected for jury duty, shall, for the duration of such service, have Saturday and Sunday as their leave days.

When the employee is transferred back to the original shift within thirty (30) days, the employee shall be charged only with the hours the employee would have been scheduled to work had the employee not served on jury duty. When transferred back to the original shift after thirty (30) days, the employee shall be charged with the average overtime hours in the classification.

On any normal working day when the employee's services are not required in court, the employee is to report for work and is eligible for any overtime that day.

While on jury duty, employees will not be eligible for overtime on Saturday and Sunday, or any other day that the employee does not report for work.

### **(10.6) Child Care**

During 2012 negotiations the parties discussed the continuation of the Child Care benefit for CAW represented employees covered by the Agreements. It was agreed employees hired on or after September 24, 2012 will not be eligible for this benefit until they acquire one year seniority.

To address these needs, effective October 1, 2005 the company will:

- Provide a subsidy of \$12.00 per full day of childcare for dependent children, age 0 through 6 but not after August 31 of the year in which age 6 is attained, that is:
  - Licensed under the Day Nurseries Act
  - Registered as a non-profit or co-operative
- For half day care, the company will provide a subsidy of \$6.00 per day.
- The subsidy will be extended to cover dependent children between the ages of 4 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of before-school, after-school, or both before and after-school care (maximum \$6.00 per day).
- The benefit will apply equally to all licensed, non-profit childcare centres and services, including in-home care.
- The benefits will be capped at annual maximum of \$2,400.00 per year, per eligible child. Additionally, this subsidy can be coordinated between represented Chrysler Canada employees.
- Details of the administration of this program will be developed by the company.
- In no circumstance would the company pay more than 50%.



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- The National Union will work with existing licensed non-profit childcare centres and the services in an effort to extend their service to CAW members, such as for extended hours to cover shift work. (n96, c02, c05, c12)

### **(10.7) Legal Services**

The Union has requested in negotiations that the Company continue to provide additional financing of the Legal Services Plan in the event that the current financing arrangement is insufficient.

Notwithstanding item (c) of the appropriate Memorandum of Understanding covering Special Contingency Fund (SCF), the parties agree that for any month that regular Company contributions to the Legal Services Plan are insufficient to pay benefits, any shortfall will be provided from the accrual in the SCF, to the extent available. An equal amount will be deducted from the accrued balance in the applicable SCF. (c99, c02)

### **(10.8) Eligibility to Apply for Chrysler Scholarship**

During the current negotiations the parties discussed the eligibility for the children of Chrysler Canada Inc. employees on CAW Union leaves of absence to make application to the Chrysler Scholarship Program.

The Company agreed that their children will be eligible to apply for such scholarships. (c02)

### **(10.9) Employee-Retiree New Vehicle Purchase Program**

This will confirm my advice to you that Chrysler intends to continue the Chrysler Employee-Retiree

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New Vehicle Purchase Program for employees with at least ninety (90) days of continuous service, employees on approved leaves of absence, retirees under a Chrysler-CAW Pension Plan, surviving spouses of eligible employees-retirees, and dependents of eligible employees-retirees living at the same address, as well as non-dependent sons and daughters of eligible employees-retirees.

Under the present program, the dealer, selected by the employee, will bill the employee at the Special Employees' Price.

In continuing to make the New Vehicle Purchase Program available, it is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

We appreciate the efforts of the CAW to encourage employees to purchase Chrysler products.

### **(10.10) Chrysler Product Programs**

During recent contract negotiations the Union expressed an interest in developing greater employee participation in the use of Company products. The Company. We advised you that there are a number of various programs currently in effect allowing for discounts of Chrysler products for our hourly employees and retirees from the hourly roll. The following programs are available to such employees at this time.

- a. New Vehicle Purchase Program
- b. Chrysler Owned Used Vehicles

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In the event the Company introduces any new discount plan that is applicable to general salaried personnel for new or used products, it will be our intention to develop uniform eligibility rules that will be applicable to hourly personnel. **(c09 Addendum)**

### **(10.11) Salaried Benefit Plans**

The Company will continue to make available to eligible Plant Protection employees covered by this Agreement for the following programs:

- (a) Salaried Employees' Savings Plan,
- (b) Salaried Employees' Retirement Plan,

as said programs and plans may be modified or amended from time to time, for as long as it makes the same available to certain Professional-Administrative employees who are not covered by said agreement and in the case of (b) above to certain eligible retired Professional-Administrative employees who are not covered by said agreement during the term of the above-mentioned collective bargaining agreement, and on the same terms and conditions as it makes the same available to such other employees. Said programs and plans are not conditions of employment nor a part of any agreement between the Company and the Union, and the Company may revoke, terminate, suspend, modify or change them and interpret and apply them or any part of them at any time and in its sole discretion. The Union hereby waives all rights or claims of right to bargain collectively with respect to said programs or plans or any similar program or plan or any supplementary or substitute program or plan, or the application or interpretation thereof, or to require or attempt to require the Company to do so. However, the Company will

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advise the National Union of any changes in said programs or plans.

If an employee claims:

(a) that the employee's account under the Salaried Employees' Savings Plan does not correctly reflect the cash, savings (RRSP), bonds or stock with which the employee should be credited, or,

(b) that the Company has improperly refused to permit the employee to participate, or has improperly terminated his participation under the Salaried Employees' Savings Plan, he/she may discuss the matter with the Employment Office at the location where they are employed or from which they retired. If the matter is not satisfactorily disposed of, the National Union may discuss the matter with the appropriate official of the Employment Office.

### **(10.12) Pension-SIB**

The surviving spouses of employees who elect to take a lump sum pension payment in accordance with the Ontario Pension Benefits Act, are eligible for a residual monthly pension benefit and would otherwise meet the eligibility requirements for Transition and/or Bridge Benefits under the Group Life and Disability Insurance Program, will be given the option to choose which benefit to receive. Such surviving spouses who choose to receive benefits under the Insurance Program will become eligible again to receive the pension benefit following the exhaustion of eligibility for insurance benefits.

## **BENEFITS**

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### **(10.13) Job Counseling and Placement Assistance Program**

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

In the event of plant closure or where the parties determine the indefinite layoff appears to be permanent, the Company agrees to the establishment of an equipped in-plant Action Centre to be staffed by the full time union Coordinator. The in-plant Coordinator will be appointed by the Local Chairperson from the in-plant representation.

The joint adjustment committee after receiving three (3) days of training will function to (a) seek government financial assistance (b) conduct individual one (1) hour needs assessments (c) direct employees to the appropriate government agency as determined by the needs assessment.

Near the end of employment, employees will be offered eight (8) hours of counselling/training. (c02)

## **BENEFITS**

### **(10.14) Notification of Company Appeals - W.S.I.B.**

This letter will confirm the understanding reached in current negotiations with respect to Company appeals on decisions of the Workplace Safety Insurance Board.

The Company agrees that when such formal appeals are made the Union will be advised in writing of such Company action.

### **(10.15) Pension Benefit Reduction**

The parties agree that if any employee's or surviving spouse's total pension benefit is reduced because of the application of Section 3 of Article IV ("Maximum allowable lifetime pension for employees retiring after December 31, 1991") or of Section 5 of Article VII ("Maximum allowable supplementary pension for employees retiring after December 31, 1991"), then the Company agrees to pay to such employee or surviving spouse in one lump sum payment the Actuarial Equivalent of the amount of the required reductions. The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), subject to Canada Revenue Agency regulations.

The determination of the Actuarial Equivalent of the reductions shall be made at the time the employee's seniority ceases (or at the earliest of the date of death or age 65 for an employee who is occupationally disabled as defined in Section (1)(c) or Article V) using the calculation basis specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans (effective September 1, 1993).

### **(10.16) E.I. Premium Rebate**

This will confirm our understanding first reached during the 1990 negotiations concerning the sharing of the Employment Insurance premium reduction allowed employers with qualified wage loss replacement plans.

The parties recognize that the Employment Insurance premium reduction may be passed on to employees as a group either in the form of a cash rebate or in the form of employee benefits.

It was agreed that effective with the first pay period ending in January 1991, and continuing through the term of this Agreement, the Company will cease sharing the premium reduction with employees in the form of a cash rebate and will instead apply the employee's share of the Employment Insurance premium reduction to improvements in current benefits or to provide new benefits.

### **(10.17) Annual Benefits Meeting**

This will extend our understanding reached during the 1990 negotiations concerning annual benefits meetings for Union and Company Benefit Representatives.

It was agreed that the meeting will be mainly for educational purposes to improve the knowledge and proficiency of the Benefit Representatives.

Topics to be covered will include, but will not be limited to, new legislation, plan experience, representative education and new or updated procedures as they affect the negotiated benefits.

The National Union will be given the opportunity to review the agenda, and make necessary recommendations, as well as attend and participate in the proceedings.

## **BENEFITS**

The Company has agreed to provide pay for lost time (up to twenty-four (24) hours base pay rate plus COLA) to Union Benefit Representatives while in attendance at one or more of the scheduled meetings each year. The employee who has been designated as the regular replacement for the Union Benefit Representative may be activated for the day the Benefit Representative attends the annual benefit meeting.  
(c02)

### **(10.18) Social Justice Fund**

1. During the current negotiations, the parties discussed the continuation of the Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

Subject to the following conditions, the Company will make quarterly contributions to the Social Justice Fund equal to six cents (6¢) for each hour worked in the preceding thirteen (13) week period. These contributions will be made available from the Special Contingency Fund.

<b>Hours Worked</b>	<b>Payment Date</b>
09/24/12 - 12/30/12	01/31/13
12/31/12 - 03/24/13	04/30/13
03/25/13 - 06/23/13	07/31/13
06/24/13 - 09/29/13	10/31/13
09/30/13 - 12/29/13	01/31/14
12/30/13 - 03/30/14	04/30/14
03/31/14 - 06/29/14	07/31/14
06/30/14 - 09/29/14	10/31/14
09/30/14 - 12/28/14	01/30/15
12/29/14 - 03/29/15	04/30/15



## **BENEFITS**

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03/30/15 - 06/28/15	07/31/15
06/29/15 - 09/27/15	10/30/15
09/28/15 - 12/27/15	01/29/16
12/28/15 - 03/27/16	04/29/16
03/28/16 - 06/26/16	07/29/16
06/27/16 - 09/25/16	10/31/16

The Company will make these quarterly payments provided that:

(a) the Union operates the fund as a non-profit company under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the company in proper legal standing and that all requirements of the Act are met;

(b) the Union operates the non-profit company as a registered charity under the Income Tax Act of Canada and maintains the registration in good standing;

(c) the Union obtains and maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit company are tax deductible;

(d) at all times, the objects, by-laws and resolutions of this non-profit company limit it to making only the following types of financial contributions:

(i) contributions to other Canadian charities that are registered under the Income Tax Act,

(ii) contributions to international relief efforts that are considered reasonable and which do not hinder the non-profit company's ability to maintain its status as a registered charity, in good standing under the Income Tax Act;

(iii) contributions to any Canadian or international non-partisan relief efforts to which other

## **BENEFITS**

Canadian registered charities are also making financial contributions.

It is agreed by the parties that the Company will pay each quarterly contribution as set forth above, as long as the requirements of points (a) to (d) above continue to be met by the Union.

2. In addition, the Company has also agreed to contribute \$250,000 per year to the CAW Local 444 Social Justice Fund during the term of the Agreement. These payments will be contingent upon compliance to (1)(a), (1)(c) and (1)(d) of this letter. (c96, c99, c02, c05, c08, **c09 Addendum**)

### **(10.19) Maternity, Parental and Adoption Leaves**

During the course of negotiations the parties discussed the Union's proposal to pay maternity, parental and adoption leaves from a Supplemental Unemployment Benefit (SUB) Fund as a top-up to Employment Insurance Benefits. The Company agrees to provide a maternity leave allowance which will provide seniority employees with up to 16 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 75% of Weekly Straight Time Pay provided that the employee has been in active service in the Bargaining Unit within one (1) year of the commencement of their maternity leave of absence. In addition, the Company will also provide parental and adoption leave allowances which will provide seniority employees with 35 weeks of benefits, or for duration of the leave, if shorter, at 65% of Weekly Straight Time Pay less Employment Insurance Benefits.

The parties agree that the adoption leave allowance will be at 75% of Weekly Straight Time Pay less Employment Insurance benefits for up to 16 weeks if

## **BENEFITS**

Employment Insurance adoption leave benefits are modified to equate with maternity leave benefits. (n96, c02, c05)

### **(10.20) Resolution of Disputes - Benefits Plans and Pension Agreement**

No matter respecting the provisions of the plans or agreements referenced in Section (10.1) or the Pension Agreement between the Company and the CAW, shall be subject to the grievance procedure established under this agreement, and in the event of a conflict between the provisions of the benefit plans or agreements so listed and this collective agreement, the provisions of the listed benefit plans or agreements shall prevail.

### **(10.21) Memorandum of Understanding SCF**

The Company and Union agree that:

(a) The Special Contingency (SC) Fund will be continued during the term of this Collective Agreement.

(b) Such SC Fund will equal an accrual by the Company of \$2.60 per overtime hour worked by all covered employees in excess of five percent (5%) of straight time hours worked by such covered employees for all pay periods commencing after the effective date of this Agreement.

(c) During the term of this Collective Agreement, the SC Fund will be utilized only in support of the following plans and programs: (i) the Supplemental Unemployment Benefit (SUB) Plan, (ii) the Legal Services Plan, (iii) Child Care programs, (iv) the C.A.W. Leadership Training Program (P.E.L.), (v) research, leadership and development activities of the Union, (vi) programs covered under the National Training Committee Letter (16.1), (vii) Retiree Fund,

## **BENEFITS**

(viii) a Skilled Trades Fund, (ix) a Dependent Scholarship Fund, and (x) Social Justice Fund. At any point in time the Special Contingency Fund Balance shall be equal to the cumulative accrual calculated in Section (b) above, less the cumulative utilization calculated in this Section (c). The cumulative accrual and utilization shall include balances carried forward from prior Agreements.

(d) The use of the SC Fund for SUB funding will be determined solely by the amount of the Credit Unit Cancellation Base (CUCB) as determined from time to time under the SUB Plan for the purpose of determining the cancellation rate of Credit Units on the payment of Regular Benefits under the SUB Plan. In the event that such CUCB amount otherwise would fall below the applicable amount that would require an increased Credit Unit cancellation rate from 3.33 to 5 Units for Employees with 1 but less than 5 Years of Continuous Service the Company will make weekly contributions to the SUB Fund from the balance of the SC Fund. Such additional contribution amount from the SC Fund would be an amount that, together with the amount of regular Company contributions to the SUB Fund that week, would be sufficient to pay all SUB Benefits then due and payable and still keep such CUCB from falling below the amount requiring the increased cancellation rate described above. At any time the balance of the SC Fund is exhausted, the regular provisions of the SUB Plan would apply.

(e) Funding for the above mentioned plans and programs will be determined as follows:

- i) funding for SUB purposes will be made available pursuant to Section (d) above,
- ii) funding for the Legal Services Plan in the amount of \$0.14 per hour worked,

## **BENEFITS**

- iii) funding for the C.A.W. Leadership Training Program (P.E.L.) will be provided in the amount of \$0.07 per hour worked,
- iv) funding for research, leadership and development activities of the Union will be provided in the amount of \$0.05 per hour worked,
- v) funding for programs and activities of the National Training Committee will be provided pursuant to Letter (16.1),
- vi) funding in support of educational and awareness programs for retired workers. Accordingly, the parties agreed that arrangements will be made to finance these programs by using available funds from the Special Contingency Fund in the amount of up to three cents (\$0.03) per hour worked during the term of this Agreement,
- vii) funding in support of core programs for development of skilled trades employees, pre-apprenticeship courses and programs related to new technology, all of which will facilitate the change needed to maintain a flexible and progressive skilled trades workforce. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to five cents (\$0.05) per hour worked during the term of this Agreement,
- viii) funding for Dependant Scholarship will be provided in the amount of \$1,300 per year to eligible dependants of active employees enrolled in an accredited Canadian University/Community College,
- ix) funding for the Social Justice fund will be provided in the amount of six cents (\$0.06) per hour worked,
- x) funding for the Medical Awareness Program. The parties discussed the Medical Awareness Program and the importance of educating seniors regarding the

## **BENEFITS**

potential health problems associated with the misuse of prescriptions drugs. In recognition of the merits of this program the Company will provide up to \$150,000 from the Special Contingency Fund during the term of this Agreement.

(f) The parties agree that in the event that the SC Fund Balance is insufficient to provide funding for the above mentioned plans and programs as required in Section (e), the amount of required funding in excess of the SC Fund Balance will be recovered as an offset against future SC accruals.

(g) As of the end of this Collective Agreement period, the parties would negotiate the usage of any balance then remaining in the Special Contingency Fund. (c96, c99, c02, c05, c08, **c09 Addendum**)

### **(10.23) Wellness**

During negotiations there was considerable discussion regarding the importance of continuing the joint Wellness Program for employees, retirees and their families. The overall goal of the Wellness Program is to improve the health and wellbeing of employees, retirees and their families. The Company and the CAW are jointly committed to achieving this goal.

The "Working Toward Wellness" program has proven to be a very successful partnership with the Windsor-Essex County Health Unit. The Wellness Steering Committee will continue to be composed of two members designated by the Union (one designated by the National Union and the other designated by the Chairperson of the Bargaining Committee for the Production and Maintenance and Office, Clerical and Engineering Agreements), two members designated by the Company and two

## **BENEFITS**

members designated by the Windsor-Essex County Health Unit.

Wellness Program initiatives will continue to include, but may not be limited to the following: brochures, newsletters, and internet communications, promotional materials, educational programs, on-site education/screenings, and individual health risk assessments.

As a Wellness Program is of mutual benefit to all parties concerned, we would look to the CAW to fully support this initiative as a joint program. To this end, it is the intent of the parties to further develop this program with the partnership of the CAW and the Windsor-Essex County Health Unit (in conjunction with the local health units where the Company has facilities).

The Company will continue to fund the Wellness program as required during the term of this agreement.  
(c02)

### **(10.24) Employee Family Assistance Program**

During these negotiations, the Company agreed to pay short-term family counselling for employees, eligible dependents of employees, retirees, and the eligible dependents of retirees who require counselling as a result of addiction to alcohol, other drugs, or gambling to a maximum of \$500,000 during the term of the Collective Agreement.

Following negotiations the Union and Company will develop guidelines and administrative policy for this program including but not limited to: selection of authorized family counselors, and structure for participant referral.

Funding will be allocated on the following basis:  
Windsor location \$300,000

## **BENEFITS**

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Toronto locations \$200,000

Funding not required by a location may be allocated with the concurrence of the National CAW and the Company to another location. (n99, c02)

### **(10.25) Substance Abuse Facility Charges**

This will confirm our understanding reached during these negotiations with respect to employees, the employees' dependents or retired employees receiving services through approved residential substance abuse treatment facilities.

The Company shall make arrangements to provide coverage for the payment of direct treatment related program charges levied on an employee and the employee's dependents or retired employee who is under treatment for substance abuse in a residential substance abuse treatment facility which has been approved by the Company Medical Director. Should the approved facility provide non-residential treatment programs and it is determined by the Company Medical Director that the employee is a suitable candidate for such treatment; arrangements will be made for the payment of the non-residential program charge in lieu of a residential treatment program.

Benefits will be provided under such coverage only for the employee, the employee's dependents, or retired employee who are actively involved in the Substance Abuse Program and are admitted to a treatment facility on the recommendation of the Company Medical Director.

The payment for such benefits will be contingent upon the employee's, the employee's dependents, or retired employee's successful completion of required treatment.



## **BENEFITS**

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For the purposes of definition, an employee's dependents as referred to above, shall be those dependent children and spouse specified in Section II. Of Exhibit G to the Collective Bargaining Agreement. (c02)

### **(10.26) Dependent Children Scholarship Program**

Employee's hired prior to September 24, 2012: the program will reimburse up to \$1,300.00 per year from the Special Contingency Fund, to eligible children of active employees enrolled in an accredited Canadian University or Community College. This plan will be expanded to include dependent children of the retirees and surviving spouses. This plan may be coordinated between two represented bargaining unit employees. Details of this program will be developed by the company.

Employee's hired on or after September 24, 2012: the program will reimburse as per language above starting in year 11. (c99, c02, c05, **c09 Addendum**, c12)

### **(10.27) Financial Program Package**

The Company will provide a group savings plan for employees including:

Registered Retirement Savings Plan  
(RRSP), Spousal RRSP,  
Non-registered Savings Plan,  
and either a group or individual Registered  
Education Savings Plan (RESP)

A provider will be selected with the intent of implementing the program by June 1, 2003.

## **BENEFITS**

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Employee participation in the plan is voluntary and opportunity will be provided for employees to participate in the plan with arrangements for deposits through weekly payroll, Christmas Bonus, and Payment in Lieu of Vacation.

The Company will pay for the cost of implementation, communication, and administration of the plan. Each employee will be responsible for investment management fees, transaction fees, transfer fees, and any other such fees as they relate to the individual's plan participation and accounts. (n02)

### LEAVE OF ABSENCE

#### **(11.1) Leave For Good Cause**

(a) Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal reasons, personal illness or accident, death or serious illness in the immediate family, pregnancy, adoption, jury duty, military reserve training, and elective or appointive public office, and such leaves may be extended for like cause.

(b) A leave of absence may be granted for a period not to exceed one hundred twenty (120) days if required for the purpose of traveling to a foreign country or 150 days for the purpose of family distress.

(c) A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this Subsection (c) and the schooling will be regarded as being related to the employee's employment opportunities within the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted the employee as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.

## **LEAVE OF ABSENCE**

(d) A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with a credit union chartered by a provincial or the federal government to service primarily Chrysler employees. Such a leave may be extended for additional periods not to exceed one (1) year each.

(e) An employee having seniority who is elected or selected for a full-time public office which takes him/her from his/her employment with the company will, upon written request, receive a temporary leave of absence for the term of such office, and upon his/her return will be reinstated at work consistent with his/her seniority in the classification and department in which he/she was engaged last prior to his/her leave of absence, and such leaves may be extended for like cause.

(f) It is understood that leaves of absence granted under this Section (11.1) shall be granted only where the requirements of the plant permit and replacement employees are available. (c99, c02, c05)

### **(11.6) Leave for Union Business**

(a) An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the National Union, or (iii) appointed, selected, or elected by the Union to the Staff of the Canadian Labour Congress, or to the Staff of a Provincial, County, City or Regional C.L.C. Council, or Ontario Federation of Labour, or as delegates to Union conventions, shall at the written request of the Union receive temporary leaves of absence for periods not to exceed three (3) years or the term of office, whichever is shorter.

(b) An employee appointed to a position identified as one of a labour member of a government agency

## **LEAVE OF ABSENCE**

shall at the written request of the Union receive a leave of absence for a period of not more than three (3) years.

(c) A leave of absence may be granted an employee for other union activities upon the written request of the National Union to the Director of Labour Relations of the Company.

(d) Upon return from any such leave of absence, the employee shall be re-employed at work generally similar to that which the employee did last prior to the leave of absence and with seniority accumulated throughout said leave of absence. (c02)

### **(11.7) Leave of Absence Policy**

Management and the Union mutually agree that any leave of absence requests submitted more than 30 days prior shall be held and awarded by seniority. An employee requesting this type of leave of absence must contact Security Management 30 days prior to the date(s) requested and obtain oral confirmation and a decision will be made in writing.

Leave of absence requests less than 30 days prior will be on a first come, first served basis. **\*\*NOTE\*\*** Leave of absence requests less than 30 days prior, if filed on the same date, shall be awarded by seniority.

Leave of absence will be granted by Management in accordance with departmental operating requirements.

### **(11.8) Military Active Reserve Duty**

During the 2005 negotiations the parties discussed compensation for employees serving Canada on a military or active reserve duty leave of absence, pursuant to Section 11.1. The parties agreed that during the term of the agreement employees are

## **LEAVE OF ABSENCE**

eligible to receive their base weekly earnings (40 hours) minus any military pay received for the same period for up to a maximum twelve (12) month period following the date their active duty begins.

Health care (including dental) and Group Life benefits will continue to the end of the month following the twelve (12) month period which commences on the employee's first day of active duty.

Optional Insurance Programs will continue until the end of the month in which the last payroll deduction occurs. Thereafter the employee may continue the coverage by paying the applicable premiums directly to the carrier.

Employees are required to submit to their local Human Resources representative a statement of earnings from the military as soon as practicable (n05).

**HOLIDAY PAY****(12.1) Holidays Designated**

The holidays are designated as:

October 8, 2012	Thanksgiving Day
November 12, 2012	Remembrance Day
December 24, 2012	)
December 25, 2012	)
December 26, 2012	) Christmas
December 27, 2012	) Holiday
December 28, 2012	) Period
December 31, 2012	)
January 1, 2013	)
March 29, 2013	Good Friday
April 1, 2013	Monday after Easter
May 17, 2013	Friday before Victoria Day
May 20, 2013	Victoria Day
July 01, 2013	Canada Day
August 30, 2013	Friday before Labour Day
September 2, 2013	Labour Day
October 14, 2013	Thanksgiving Day
November 11, 2013	Remembrance Day
December 23, 2013	)
December 24, 2013	)
December 25, 2013	) Christmas
December 26, 2013	) Holiday
December 27, 2013	) Period
December 30, 2013	)
December 31, 2013	)
January 1, 2014	)
April 18, 2014	Good Friday
April 21, 2014	Monday after Easter
May 16, 2014	Friday before Victoria Day
May 19, 2014	Victoria Day
June 30, 2014	Canada Day
August 29, 2014	Friday before Labour Day

## HOLIDAY PAY

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September 1, 2014	Labour Day
October 13, 2014	Thanksgiving Day
November 10, 2014	Remembrance Day
December 24, 2014	)
December 25, 2014	) Christmas
December 26, 2014	) Holiday
December 29, 2014	) Period
December 30, 2014	)
December 31, 2014	)
January 1, 2015	)
January 2, 2015	)
April 3, 2015	Good Friday
April 6, 2015	Monday after Easter
May 15, 2015	Friday before Victoria Day
May 18, 2015	Victoria Day
July 3, 2015	Canada Day
September 4, 2015	Friday before Labour Day
September 7, 2015	Labour Day
October 12, 2015	Thanks Giving
November 13, 2015	Rememberance Day
December 24, 2015	)
December 25, 2015	) Christmas
December 28, 2015	) Holiday
December 29, 2015	) Period
December 30, 2015	)
December 31, 2015	)
January 1, 2016	)
March 25, 2016	Good Friday
March 28, 2016	Easter Monday
May 20, 2016	Friday before Victoria Day
May 23, 2016	Victoria Day
July 1, 2016	Canada Day
September 2, 2016	Friday before Labour Day
September 5, 2016	Labour Day

When a holiday defined in Section (12.1) occurs in a week of a plant's scheduled vacation shutdown, holiday pay for eligible employees will not be paid.



## **HOLIDAY PAY**

Each employee will be canvassed and a mutually satisfactory alternative date will be determined for each employee to take time off with pay. Arrangements will be made to pay eligible employees the holiday pay to which they are entitled at that time.

In the event that a province or subdivision thereof either by law or declaration having the force of law requires a plant closing in observance of a holiday: (i) which is not a designated holiday in this Section, such provincial or local holiday shall be observed by the affected plant in lieu of whichever one of the holidays designated herein the parties to the Agreement shall select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected plant on the date the plant is required to close in lieu of the date specified herein. (c05, c08, **c09 Addendum**)

### **(12.2) Eligibility**

An employee will be paid a full day's pay exclusive of shift premium for the designated holidays and provided the employee meets all of the following eligibility rules unless otherwise provided herein.

(a) The employee has seniority as of the date of the holiday;

(b) The holiday falls on one of the employee's regularly scheduled days off; and

(c) The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the employee's scheduled work week.

## **HOLIDAY PAY**

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### **(12.3) Employees Laid Off or Going on Sick Leave**

A seniority employee who has been laid off in a reduction of force or who has gone on sick leave during the work week prior to or during the week in which the holiday falls and is laid off or on sick leave on the holiday, shall receive pay for such holiday, provided such holiday falls on what would have been a regularly scheduled leave day had the employee not been laid off or on sick leave. If such leave days cannot be determined, the leave days the employee had during the week prior to the week in which the holiday falls shall be used to determine the employee's eligibility under this Section (12.3).

### **(12.4) Employees on Leave of Absence**

When an eligible employee is on an approved leave of absence or on extended sick leave and returns to work following the holiday but during the week in which the holiday fell on one of the employee's scheduled days off, the employee shall be eligible for pay for the holiday.

### **(12.5) Holidays Falling on Sunday**

When any of the above enumerated holidays falls on Sunday and the day following is observed as a holiday by the Provincial or Federal Government, it shall be paid as such holiday.

### **(12.6) Employees Working into a Holiday**

Employees who receive holiday pay under this procedure and work part of a shift that falls within the holiday will receive straight time for such work on the holiday.

### **(12.7) Christmas Holiday Pay During Layoff**

Notwithstanding the provisions of Sections (12.3) and (12.4) of this Agreement, a seniority employee who is temporarily or indefinitely laid off during the fourth (4<sup>th</sup>) work week prior to a week in which one (1) or more of the holidays in the Christmas holiday period falls, and who received regular salary for the employee's last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) work week prior to a week in which one or more of the holidays in the Christmas holiday period falls and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half (1/2) of the holidays falling during such Christmas holiday period. An employee temporarily laid off shall receive pay for such holidays following the employee's return to work from such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas holiday period.

In addition, a seniority employee on sick leave of absence who is released by the employee's doctor to return to work during a Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays in the Christmas holiday period falling on and after the date the employee notifies the plant of his availability for work and, provided further, that the employee presents satisfactory medical evidence of availability to work on such day upon return to work. Also, a seniority employee on a personal leave of absence which expires during a Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays in the Christmas

## **HOLIDAY PAY**

holiday period which fall (1) on or after the expiration date of such leave or (2) on and after the date the employee notifies the plant of availability for work, whichever is later.

### **(12.8) Holiday Work on Off Day**

(a) An employee who is called to work on a holiday which falls on one of the employee's regularly scheduled days off and does work, shall be paid holiday pay in addition to pay in accordance with Section (8.4).

(b) An employee who is scheduled to work on a holiday and who fails to perform the scheduled work without a reasonable excuse acceptable to management shall not receive pay for the holiday.

### **(12.9) Holiday Pay While Attending CAW Leadership Training Program**

When a designated holiday as provided in Section (12.1) occurs during an approved leave of absence for attendance in the CAW Leadership Training Program, the employee will qualify for holiday pay.

### **(12.10) Holiday Pay & Disciplinary Layoff**

During the current negotiations, the parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To insure uniformity between plant locations in the administration of discipline in such situations, the Company advised the Union that, as a matter of policy

## HOLIDAY PAY

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as of the effective date of the new Agreement, loss of holiday pay would not be included as part of disciplinary layoff penalty assessed.

### **(12.11) Christmas Bonus**

During these negotiations it was agreed by the Company and the Union that employees who are eligible for payment in lieu of vacation with pay in accordance with the provisions of Section (13.2) will receive a special payment of \$1,700.00 on the last regular paycheque prior to the Christmas Holiday Period each year of this Agreement provided they are on the roll of each year as of the first Sunday in December.

Employees who qualify for only a portion of their payment in lieu of full vacation with pay entitlement under Section (13.1) will receive the same proportion of this payment.

Employees not on the active roll of the Company on the first Sunday in December but who are subsequently reinstated to the active roll during the current vacation year will be paid the special payment either at the time they take their vacation or at the end of the vacation year.

Employees who retire in the current calendar year will be deemed to have met the on roll requirement for the subsequent year, provided all other eligibility requirements are met. (c96, c99, c02, c05, **c09 Addendum**)

**VACATION****(13.1) Eligibility****1. Salary**

(a) An employee will earn credit toward vacation with pay in accordance with the following schedule:

**Continuous Service  
on December 31  
of the year during  
which the vacation  
credit is earned  
Vacation**

<b>Continuous Service on December 31 which the vacation credit is earned</b>	<b>Vacation</b>
less than 1 year*	0.5working days of vacation for each month of credit up to a maximum of 5.0 working days of vacation.
1 year but less than 2*	1.00working days of vacation for each month of credit up to a maximum of 10.0working days of vacation
2 years but less than 3*	1.10working days of vacation for each month of credit up to a maximum of 11.0working days of vacation.
3 years but less than 5 years	1.75working days of vacation

## VACATION

	for each month of credit up to a maximum of 17.5working days of vacation.
5 years but less than 10 years	2.00working days of vacation for each month of credit up to a maximum of 20.0working days of vacation.
10 years but less than 15 years	2.25working days of vacation for each month of credit up to a maximum of 22.5working days of vacation.
15 years but less than 20 years	2.50working days of vacation for each month of credit up to a maximum of 25.0working days of vacation.
20 or more years	3.00working days of vacation for each month of credit up to a maximum of 30.0working days of vacation.

\*Applicable to employees hired after May 19, 2008

(b) Credit for Salaried employees will be earned only for those months in which an employee works at least five (5) days. If an employee who works five (5) days in each of less than ten (10) months is entitled to a fraction of a day of vacation, the employee may take one-half (1/2) day of vacation if the fraction is one quarter (1/4) day or one half (1/2) day; or the employee may take a full day of vacation if the fraction is three quarters (3/4) of a day. Time spent on a scheduled vacation while on the active roll will be considered as time worked for the purpose of computing vacation credits. Time spent on a

## VACATION

disability absence for which an employee receives Salary Continuation or disability absence due to compensable injury or legal occupational disease will be considered time worked for the purpose of computing vacation credits, provided the employee works during the calendar year in which such credit is earned.

(c) (1) If, as of December 31 of the year during which the vacation credit is earned, an employee who was hired during such year had (i) at least three (3) months continuous service and (ii) worked at least three (3) months but earned less than five (5) working days' vacation, the employee shall be eligible in the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring the total vacation days both earned and non-accrued to five (5) working days.

(2) If a laid off seniority employee is reinstated during the year in which the vacation credit is earned and works at least three (3) months (whether continuous or not) but earns less than five (5) working days vacation as of December 31, such employee shall be eligible in the year that vacation is taken for that number non-accrued vacation days sufficient to bring the total number of vacation days to five (5) working days less the number of vacation days that were accrued during the year and for which the employee was paid at time of layoff.

(d) Non-accrued vacation days granted employees pursuant to Subsection (13.2)(c) shall be used only after all earned vacation for the year has been used. Unused, non-accrued vacation days shall be forfeited if not taken in the vacation year at time of separation irrespective of the reasons for the separation. No employee shall be entitled to non-accrued vacation days prior to completing six (6) months of continuous service.



**2. Hourly**

(a) On December 31 of each year the Company will establish basic payment in lieu of vacation with pay and provide a paid absence allowance to eligible hourly employees who have worked for at least 26 pay periods in the vacation eligibility year (the year including the pay period in which December 31 occurs and the preceding 51 pay periods) as follows:

Employees hired prior to September 24, 2012 the following table applies:

<b>Seniority on December 31 of the Vacation Eligibility Year</b>	<b>Basic Payment in Lieu of Vacation With Pay</b>	<b>Paid Absence Allowance</b>
1 but less than 2 years	80 hours	0 hours
2 but less than 3 years	88 hours	0 hours
3 but less than 5 years	60 hours	80 hours
5 but less than 10 years	80 hours	80 hours
10 but less than 15 years	100 hours	80 hours
15 but less than 20 years	120 hours	80 hours
20 years or more	160 hours	80 hours

## VACATION

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Employees hired on or after September 24, 2012 the following table applies:

<b>Seniority on December 31 of the Vacation Eligibility Year</b>	<b>Basic Payment in Lieu of Vacation With Pay</b>	<b>Paid Absence Allowance</b>
1 but less than 2 years	80 hours	0 hours
2 but less than 3 years	80 hours	8 hours
3 but less than 4 years	80 hours	16 hours
4 but less than 5 years	80 hours	24 hours
5 but less than 6 years	80 hours	32 hours
6 but less than 10 years	80 hours	40 hours
10 but less than 15 years	100 hours	80 hours
15 but less than 20 years	120 hours	80 hours
20 years or more	160 hours	80 hours

The number of hours of the basic payment in lieu of vacation with pay and paid absence allowance to which an eligible employee shall be entitled shall be based on the employee's seniority on December 31 of the vacation eligibility year and the number of pay periods during which the employee worked during the eligibility year.

(b) An eligible employee shall be entitled to a percentage of the above basic payment in lieu of vacation with pay and of the above paid absence allowance as follows:

## VACATION

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<b>Pay Periods Worked in the Vacation Eligibility Year</b>	<b>Paid in Lieu of Vacation With Pay</b>
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(c) A seniority employee hired prior to September 24, 2012 with less than one (1) year of seniority on December 31 of the vacation eligibility year who has worked for at least 26 pay periods in the vacation eligibility year will be eligible for a forty (40) hour basic payment in lieu of vacation with pay.

A seniority employee who has worked at least 13 but less than 26 pay periods shall be entitled to a basic payment in lieu of vacation with pay according to the following table:

## VACATION

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Pay Periods Worked in the Vacation Eligibility Year	Paid in Lieu of Vacation With Pay
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(c09 Addendum, c12)

### (13.2) Vacation Period

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. Where, because of operating requirements, it is not practicable for an employee to schedule all of the employee's earned vacation during a vacation year, an employee may make an election, as provided in Subsections (13.2)(d) and (c), to receive payment for unused earned vacation in excess of fifteen (15) working days.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or

## VACATION

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more weeks, providing such scheduling will not interfere with operations.

(c) When a holiday is observed by the Company during a scheduled vacation, the employee will be paid a full day's pay exclusive of shift and overtime premium and any other premiums.

(d) A vacation may not be postponed from one year to another and made cumulative. However, an employee, provided the employee's earned vacation days are greater than fifteen (15) working days may (i) use the entire earned number of days as vacation time on or before December 31 of the vacation year or (ii) pursuant to Subsection (13.2)(a), elect to receive payment for the unused earned vacation days in excess of fifteen (15) working days. Payment for such unused vacation days in excess of fifteen (15) working days will be made on the pay day for the first full pay period beginning in the succeeding calendar year exclusive of shift and overtime premium or any other premium. Any earned vacation days of fifteen (15) working days or less, or the first fifteen (15) working days for employees with more than fifteen (15) working days of earned vacation, will be forfeited unless completed during each calendar year, provided, however, an employee who is on a Disability Absence for a complete calendar year, and who returns to work in the year following a year of Disability Absence, shall be entitled, in accordance with Section (13.3), to the number of days of vacation earned in the year immediately prior to the year of disability, provided the employee has not used or received pay for such vacation day.

(e) If, subject to the provisions of Subsection (13.2)(a), an employee wishes to receive payment for all or a portion of the earned vacation days in excess of fifteen (15) working days, the employee may, at the time of the annual vacation selection, request in writing the

## VACATION

number of earned vacation days, in excess of fifteen (15) working days, for which the employee wishes to receive payment.

(f) No allowance will be made for sickness or other incapacity occurring during vacation except that a Salaried employee prior to the first day of the employee's scheduled vacation who is on a Disability Absence or who, during vacation, is hospitalized for one or more full weeks, may, upon return to work and upon presentation of due proof of hospitalization or Disability Absence as required under Section (4.7), reschedule during the current calendar year the number of days of vacation on which the employee was on a Disability Absence or was hospitalized; provided, further, the rescheduling of such days of vacation does not require the rescheduling of any other employee's vacation and does not adversely affect the efficient operations of the department concerned.

(g) The Company agrees to implement a procedure for cancellation of vacations to attend department training within thirty (30) days of agreement being signed. Details of the process to be developed by the Unit Chairperson and the Security Manager. (c02)

### **(13.3) Vacation Entitlement - Transfer and Termination**

(a) An hourly employee transferred to salary will be eligible in accordance with these Sections (13.1) through (13.4) for a salaried vacation based on Corporate service if the employee has not received a payment in lieu of vacation during the current year.

(b) If an employee is laid off, retires, or dies, the employee or the estate in the case of death, will receive a payment in lieu of vacation for any unused vacation credit, including that accrued in the current calendar

## VACATION

year, provided however, that an employee who is laid off temporarily pursuant to Section (6.2) will not automatically receive such payment at the time of layoff or temporary separation. In the event the layoff becomes indefinite, the employee will receive such payment. A recalled employee who received payment will have such payment deducted from the employee's Salaried vacation or hourly payment in lieu of vacation for the following year.

(c) If a Salaried employee is otherwise separated from employment, or is transferred to an hourly-rated job, the employee will receive any unused vacation credit only as of the preceding January 1 and will not be eligible for an hourly payment in lieu of vacation in the current calendar year.

### **(13.4) Rate During Vacation**

Employees shall receive their regular wage plus cost-of-living allowance in effect when the vacation is taken inclusive of shift premium, but exclusive of overtime and any other premiums. They shall receive any improvement factor increase on a pro-rata basis if it should go into effect while they are on vacation. Employees paid accumulated vacation credits upon separation shall receive their regular base rate, including any cost-of-living allowance, but excluding any other premiums or adjustments, occurring subsequent to the last day worked.

### **(13.5) Emergency Vacation List & Secondary Vacation Emergency List**

"Prime Time" for the purpose of eligibility to the "Emergency List" and Secondary List" shall be "March Break" "Christmas Week" and the months of July and August.

## VACATION

“Emergency List” – Security Officers who can not get a week of vacation in “Prime Time” may enter their names on this emergency list before March 1<sup>st</sup> of each year. Non-postable, open vacation week(s) shall be offered to the senior member on this list first.

“Secondary Emergency List”- Security Officers who have a vacation in “Prime Time” but who wish additional week(s) may apply to this list before March 1<sup>st</sup> of each year. After all members on the “Emergency List” have been offered any open, non-postable vacation week(s) and declined, the senior member on this list shall be offered these week(s).

If after completion of the vacation selection Security Officers are unable to schedule a prime-time vacation, they may enter their names on an emergency list for a summer vacation.

In the event an opening occurs and Management is unable to properly post the opening, Security Officers on the emergency list will be offered the opening based on seniority.

### **(13.6) Fire Marshal Vacation**

Management agrees to allow vacation selection based on seniority regardless of classification provided the efficient operation of department is maintained. (c05)

### **(13.7) Vacation Staffing**

Management shall review summer vacation replacement needs prior to the vacation selection of each year. The Unit Chairperson shall be advised of the results of the review. Based on current manpower and vacation requirements of the Security Department, Management will allow thirteen (13) employees at a time to schedule their vacation during June, July and August. During the March break and Christmas week



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an additional employee will be granted a vacation.  
(c02)

### **(13.8) Vacation Postings**

The Company shall ensure that "Vacation Opening" postings remain for a two (2) week duration.

Where reasonably practical all vacation schedule openings shall be posted on Fridays.

### **(13.9) Vacation Procedure**

The Company shall complete the vacation schedule by December 1, each year. Vacation selections must be timely, i.e. within twenty-four (24) hours to accommodate this deadline. If a Security Officer is sick, on leave days or on vacation the twenty-four (24) hours shall commence with the Security Officer's return to work.

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#### **(14.1) Emergency: Definition**

Definition of emergency as follows: A fire, explosion, loss of utility services, major labour disputes, situations of extreme weather or events which cause or could cause serious injury to employees or loss of plant facilities or production.

#### **(14.2) Memorandum of Understanding Fire Brigade**

This Memorandum of Understanding supplements the National Agreement between Chrysler Canada Inc. and the National Union, CAW.

The parties agree on the value of Fire Brigades when they are utilized as an enhancement of a well trained security/fire prevention force.

During a fire emergency in the Windsor Area Plants all available Security/Fire Personnel will respond to the emergency. Upon arrival, the Fire Supervisor will assume command of all fire fighting efforts and in his/her absence; responsibility will fall to the Security Supervisor. In the event these positions are not on the scene the senior Fire Marshal shall assume command and in his/her absence, command of fire fighting shall rest with the senior Security Officer.

In the event the Municipal Fire Department is required to attend the emergency, fire fighting efforts shall be immediately surrendered to the Municipal Force. Industrial Security Personnel shall provide support to the Municipal Force.

## **ASSIGNMENTS**

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### **(14.3) Alarms**

The Company agrees that should the need arise to alarm the ATM's or Can Can offices; said alarms shall be routed through Security offices for employees in the bargaining unit to monitor.

### **(14.4) Ambulance – Windsor Assembly Plant**

Security will have ambulance responsibility at Windsor Assembly Plant.

### **(14.5) Windsor Staffing**

The Security officer(s) assigned to this facility shall perform the following duties:

- (a) Monitor the employee entrances at start/quit times to audit employee identification.
- (b) Monitor the various surveillance systems installed to audit the facility doors, yards and fire systems.
- (c) Perform fire watch for hot work.
- (d) Monitor and audit the special extinguishing system panels located at various locations throughout the facility to ensure functionality.
- (e) Investigate and prepare reports on conditions or misconduct that require action to rectify and submit those reports to the Windsor Area Security Supervisor.
- (f) Control and monitor visitor or vendor traffic throughout the complex
- (g) Audit exiting vehicles through all gates to ensure the exiting vehicles and any material they carry are authorized for exit.

## **ASSIGNMENTS**

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### **(14.6) Construction Officers**

The Company agrees to continue the present practice as it relates to construction officers and rates of pay.

When overtime is required at the various construction sites, the construction officers at the site will be offered the work by low overtime hours. Should they decline; officers at other construction sites will be canvassed by low overtime hours to fill the void.

### **(14.7) Contractors – Burning and Welding**

The Company shall assign security employees to cover burning and welding coverage for contractors. Bid language (pamphlet handout) shall be changed to reflect this.

### **(14.8) Disability Vacation Relief (DVR)**

When disability vacation relief employees are not relieving, they are assigned to a shift on a rotating leave day basis. They are utilized to ensure the most efficient operation of the department. This system allows for extra Security Officers on weekends reducing required overtime.

Once each calendar year at Shift Selection Time, Disability Vacation Relief employees will select their choice of shifts to work during the following year. Security Officers will be moved off their base shift according to their seniority and choice of shift.

### **(14.9) Dispatcher**

The Company agrees to implement one (1) dispatcher per shift. Non-seniority employees will not be scheduled to work this assignment. (c02)

## **ASSIGNMENTS**

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### **(14.10) Equipment Feasibility Studies**

The Company will conduct a study to determine the feasibility of the Company maintaining emergency breathing apparatus. If the results of the study are positive and project approved, Management will train Security personnel in the maintenance of the equipment. Regardless of the outcome of the study the Company assures the Union that the equipment will be maintained by qualified personnel.

The Company intends to conduct separate feasibility studies to determine the purchase of hydrostatic test equipment to test Company fire hoses, stainless steel units and other fire extinguishers up to 20 lbs in size. If a project is approved Management will train Security personnel in the operation of the equipment. Lack of feasibility of one study shall not influence the feasibility of the others.

### **(14.11) Fire Marshal – Contractor Testing**

The Company agrees to provide a Fire Marshal to accompany outside contractors on testing.

### **(14.12) Fire Marshal Replacement**

Replacement of Fire Marshals off due to vacation, casual absence or training will be addressed as follows:

- (a) Fire Marshals on vacation will be replaced.
- (b) Fire Marshals on casual absence will be replaced if in the opinion of management the work needs to be done on overtime.
- (c) Fire Marshals taking department training may be replaced utilizing the TPT program by mutual agreement only. Any discrepancies in the application of the training initiatives will be resolved between the

## **ASSIGNMENTS**

CAW National Representative and the Director - Senior Manager, Labour Relations and Security.

Should the union disagree with management's assessment the Unit Chairperson may discuss the issue with the Manager of Security. (c02)

### **(14.13) Fire Marshal Schedule**

The parties agree that in order to provide necessary Fire Marshal coverage, the schedule will provide for Fire Marshal coverage on the day shift, seven days a week as per the sample schedule discussed during negotiations.

Fire Marshals shall be afforded twenty-four (24) hours' notice re: being scheduled to work holidays.

### **(14.14) Grinding**

All grinding areas, within the Windsor Assembly Plant complex, with the exception of the Body in White Divisions, shall be checked by Security personnel (c05.)

### **(14.15) Key Logs**

The "key logs" at WAP Main Gate will be maintained by Security BU employees. Decisions on the usage of the master keys will continue to be a management function (c05.)

### **(14.16) Lot Patrols**

Parking Lot patrols shall be recorded on a 24 hour basis and made available for the Unit Chairperson's review upon request.

The current practice of providing lot security on afternoon and midnight production shifts will continue. (c02)

### **(14.17) Notice of Change**

(a) The manager of Security shall notify the Unit Chairperson of any changes in work assignments, prior to the implementation of same. The Unit Chairperson shall, subsequently, be granted the opportunity to discuss the above.

(b) Management will attempt to contact employees at home when a change in assignment is required which may cause undue hardship. e.g. lunch facilities not readily available or outside assignment in winter.

(c) The Company agrees to give notice of Security Officers requirements for holiday work assignments as soon as requirements are known.  
(c02)

### **(14.18) "OK" B & W Status**

The Company agrees to consider Union input prior to an area being given "OK" burning and welding area status.

The Company further agrees to have all OK burning and welding areas checked once per shift.

### **(14.19) Plant Surveillance**

The parties have had several discussions concerning the Union's claim that when certain assembly plants suspend production operations and plant protection employees are laid off, production supervision performs work normally performed by plant protection employees.

The Company recognizes that production supervision are not to do work regularly performed by plant protection employees during normal plant

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operations or when production operations are suspended unless emergency situations arise. Normal plant protection assignments during periods of reduced or suspended assembly plant operations include such work as:

(a) The routine patrol of the plant and premises for the purposes of plant security and/or potential fire hazards. This does not preclude production supervision or any other employee from observing and reporting a potential security or hazardous condition.

(b) Physical check of fire equipment. However production supervision and employees are expected to report any improper conditions they observe or become aware of such as missing or damaged fire fighting equipment.

(c) Observing fence lines, entrances, exits and the like for security purposes.

(d) Security Officers will take part in any and all surveillance whenever manpower and circumstances permit.

(e) If the National Union believes that an assembly plant is violating the terms of this letter, it may discuss the matter directly with the Staff Labour Relations.

### **(14.20) Relief Assignment (11 to 7)**

During negotiations the problem of providing relief to various assignments was discussed at great lengths. The afternoon 11:00 A.M. to 7:00 P.M. Burning and Welding Officer (B & W Officer) will provide relief at the Ypres Street Gate from approximately 11:00 A.M. to 11:45 A.M. and again from approximately 6:00 P.M. to the end of the shift. In addition, on days when an extra B & W Officer is on shift (all shifts) a B & W Officer will be detailed to assist at the Ypres Street Gate (if required)



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during those times that the 11:00 to 7:00 B & W Officer is not at the Ypres Gate.

### **(14.21) V.C.C. Gate**

The interior Windsor Assembly Plant gates leading to the Vehicle Completion Centre will be under the exclusive security control effective thirty (30) days after reaching an agreement.

### **(14.22) Scheduling**

(a) Management will review overtime needs when Service Departments are working overtime or in unusual situations.

(b) Management will consider suggestions from the Unit Chairperson for improving the weekend schedule. Management will consider suggestions from the Unit Chairperson to accommodate employees during the Christmas – New Year period.

(c) The Department will consider a 2<sup>nd</sup> shift 5-day operation if the Union could develop the assignment without cost penalty to the Company or Department if scheduling permits.

(d) The Union maintains exclusive rights to schedule its members on Code 7 – Union time, exempt from work/overtime. (c02)

### **(14.23) Slim Jim's**

The company agrees that the present practice of Slim Jim service shall continue.

### **(14.24) Sprinkler Valves and Fire Pumps**

Chrysler Canada Inc. Industrial Security Bargaining Unit Personnel will continue to monitor and test the fire pumps and sprinkler control valves that provide fire

## **ASSIGNMENTS**

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protection to the Windsor Assembly Plant and the outbuildings associated with the plant.

### **(14.25) Confined Space**

The Company agrees to continue utilization of Security Bargaining Unit personnel to conduct confined space procedure inclusive of confined space entry monitoring, pre-planning and rescue work. This is inclusive for all and any work performed at Windsor Area production operations, ARDC, Temple Drive Office Building, waste treatment, powerhouse, and construction operations at these locations. (n02)

**HEALTH AND SAFETY**

**(15.1) Memorandum of Understanding – Health and Safety**

This Memorandum of Understanding supplements the Security Unit Agreement between Chrysler LLC and the National Automobile, Transportation and General Workers Union of Canada (CAW-Canada), and certain of its Local Unions, as follows:

WHEREAS, no subject is of greater concern to the Company and the Union than the physical well-being of employees in Chrysler's plants, and in our recent negotiations no subject received or deserved a higher priority than promoting safe and healthy working conditions in the plants; and

WHEREAS, the parties agree that an on-going program, in which both will participate and cooperate, will aid in achieving this objective,

WHEREAS, The Company recognizes its obligation to provide as safe and healthy a working environment for employees as it reasonably can and both parties agree to use their best efforts, jointly, to achieve that end. Responsibility for health and safety matters remains, however, with the Company,

WHEREAS, The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding,

WHEREAS, the Company and the Union mutually recognize the challenges in the market place from both foreign and domestic competitors require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a

## **HEALTH AND SAFETY**

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spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavours benefits all of the parties; the CAW through a strong and viable membership; the employees through job satisfaction and job security; and the Company through achieving its goal of becoming a world class competitor through the implementation of world class methodologies for safety..

The parties agree that in order to make constructive progress in this regard, there is a need to reach a common understanding of the concept of "Jointness" and to establish a facilitating mechanism to assure that the various programs related to changes in the health, safety and ergonomics environment are appropriately and effectively administered.

The term "Jointness" is understood to mean that World Class methodologies will be developed, implemented, monitored, and evaluated in an autonomous and collective manner by the Company, the Union and all employees. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem-solving process; and sharing the rewards of achieving common goals.

The parties agree that the appropriate facilitating mechanism for joint health and safety endeavours is the National Joint Health and Safety Committee.

NOW, THEREFORE, it is hereby agreed as follows:

### **NATIONAL JOINT HEALTH & SAFETY COMMITTEE:**

A National Joint Committee, hereinafter referred to as the National Committee will be established, consisting of two (2) of the National Union appointed by the President, National Union, CAW and two (2) representatives of the Company appointed by the Director of Labour Relations and Labour Economics for the Company, herein referred to as the National Committee. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety.

The National Committee shall:

(a) Meet at least quarterly at mutually agreeable times and places. Minutes will be prepared for each meeting by the co-chairs.

(b) Receive the Company's safety and health programs and make necessary or desirable recommendations include any new or revised safety policies/procedures.

(c) Develop and recommend to the Company an appropriate annual training program to be established for Union members of the Local Committees.

(d) Develop and recommend to the Company guidelines for employee training and education.

(e) Review and analyze federal, provincial or local standards or regulations, which affect the health and safety programs within the Company.

(f) Review problems concerning serious or unusual situations affecting plant health and safety or emerging health and safety issues, such as nanotechnology and workplace psychological health

## **HEALTH AND SAFETY**

and safety, and make necessary or desirable recommendations.

(g) Receive, review and analyze the monthly Incident Rate, Lost Work Day Incident Rate and Severity Rate data for all plants with a view to giving guidance to the Local Joint Health & Safety Committees.

(h) Receive Loss Prevention Survey/Fire Insurance Loss Inspection Reports. The parties recognize that such reports may not accurately or properly characterize issues relating to employee health and safety matters and may not be a violation of municipal, provincial or federal codes.

(i) Receive and deal with matters referred to them by Local Committees.

### **LOCAL JOINT HEALTH & SAFETY COMMITTEE:**

A Local Joint Health and Safety Committee, hereinafter referred to as the Local Committee, will be established, consisting of two (2) certified representatives appointed by Security Management and two (2) certified representatives appointed by the Chairperson of the Unit.

### **1. DUTIES OF THE LOCAL JOINT HEALTH SAFETY COMMITTEE:**

The Local Committee shall:

(a) Function as a high profile, non-adversarial Joint Committee managing the plant's health and safety programs and processes to safeguard the health & safety of its employees.

(b) Recognize that JHSC duties and responsibilities, when shared, will further improve committee relationships, promote growth of the committee's success through making each committee member responsible for formal investigation, analysis,

## **HEALTH AND SAFETY**

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reporting and recommending improvements, in such areas as Accident Control, Hazard Recognition and Removal, Legislation Compliance, Corporate Health & Safety Policy and Program compliance.

(c) Recognize that through joint participation, communication and responsibility the JHSC members will better equip Chrysler Canada and the CAW to jointly meet the challenges of Health & Safety in the future.

(d) Meet at least once each month or may meet weekly at a mutually agreeable time and place to review health and safety conditions within the plant and make recommendations in this regard as they deem necessary or desirable. Minutes will be prepared for each meeting by the Co-Chairs and a copy forwarded to the National Committee.

(e) Receive copies of the employer's report to WSIB (Form 7) of all accidents or work related illness cases that require medical attention as prescribed by legislation, review/receive upon request results of the plant safety investigation of such accidents and make any necessary or desirable recommendation. Investigate work-related fatalities and serious accidents. When such events occur during any shift, Management will notify the Union Health and Safety Representative and the National Co-ordinator, inform the Union member of the facts, request the Union Health and Safety Representative and the National Co-ordinator to enter the plant and investigate such events.

(f) Receive a copy of the plant's report on injury and illness for the pertinent period.

(g) Ensure that their floor audits including S-58 and their regular joint health and safety audits, include

## **HEALTH AND SAFETY**

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the random selection of a tradesperson or service person each time they complete a cycle of their audit and have them exhibit their knowledge of how to lockout a specific piece of equipment and/or work cell.

(h) Jointly take appropriate steps to directly inform all employees who participated in occupational hygiene sampling of the results. Where corrective action is required the Union members of the Local Committee will be informed of the measures to be taken, Results of all breathing zone and appropriate area air samples will be entered in the employee's medical records. Such results shall be provided upon request to the employee or the employee's authorized agent as prescribed by legislation (Reference P&M Letter: Confidential Medical Information).

### **1. TRAINING:**

The Company agrees to:

Provide 40 hours annual training for members of the Local Committees, the Company agrees to pay for lost time, registration where necessary, lodging and transportation. The Union will be responsible for meal and other expenses for the union. Also provide appropriate education and training in health and safety for all employees. In addition to initial instruction, members of the Local Committees will receive specialized training appropriate to the nature of the work performed in their plants. The National Union Health and Safety Department will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.



## **HEALTH AND SAFETY**

### **DUTIES OF HEALTH & SAFETY**

#### **REPRESENTATIVE:**

The Union Health and Safety Representative in carrying out his/her duties will follow the direction of the Chairperson and shall:

(a) Make weekly systematic inspections of the plant, to insure that there is a safe, healthy and sanitary working environment in each plant.

(b) Provide written inspection reports to the Local Committee and Management

(c) Maintain a file of inspection reports. These reports are to be made available to the National Joint Health & Safety Committee for review during plant H & S Compliance Audits.

(d) Accompany Government Health and Safety inspectors, National Union Health and Safety professionals, Corporate Health and Safety professionals on inspections and audits of the plant. Advance arrangements should be made to permit participation in such audits.

(e) Be notified in advance, whenever possible, of health and safety inspections by Government officials or by consultants retained by the Company, and be afforded an opportunity, to provide any pertinent information to such officials or consultants.

(f) Review, recommend, and participate in local safety education and information programs.

(g) Where necessary, measure noise, humidity, and airflow with approved direct reading equipment provided by the Company as set forth hereinafter. The Union Health and Safety Representative shall also use, or observe the use of

## **HEALTH AND SAFETY**

appropriate industrial hygiene and safety testing equipment as required.

(h) The Union Health and Safety Representative of the Local committee shall jointly participate whenever possible in any occupational hygiene testing in the plant. The results and recommendations will be given to the Union members of the Local Committee, in writing, and the results will be posted as prescribed by legislation.

### **DUTIES OF THE COMPANY:**

(a) During negotiations the company agreed to provide the health and safety representative access to electronic mail, HASCON, OHS website and the OHM, (read only). It is understood that the information retrieved from these programs remains the property of the company and is to be kept confidential. This confidential information is to be used solely to assist the health & safety representative in carrying out his/her legislative and contractual requirements.

(b) Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.

(c) Provide equipment and training for measuring noise, humidity, temperature and airflow, which will be available for use by the Local Committees. Requests for chemical, physical and biological exposure monitoring will be reviewed with an Occupational Hygienist. Sampling may be conducted by the Occupational Hygienist or by a member of the Joint Health and Safety Committee under the direction of the Occupational Hygienist when deemed appropriate. Proper arrangements shall be made to permit the Union Health and Safety Representative of

## **HEALTH AND SAFETY**

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the Local Committee to use the safety and industrial hygiene equipment available to the Management members of the Local Committee and in which the members of the Local Committee have received training.

(d) Provide written notification to the Local Committee of any ongoing changes in the make-up of chemical products used in the plant.

(e) Provide competent staff and medical facilities adequate to implement its obligation as outlined in (e) below.

(f) Provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

(g) Provide the specific tests required for employees in jobs with special physical requirements. The Plant Doctor will be available to discuss privately with an individual employee the medical results of tests performed by the Company.

(h) Arrange for regular Company OH&S compliance audits of each plant by the Company's Industrial Health and Safety Staff and provide special audits at the request of either plant management or the National Union. The reports and recommendations will be provided to the National and Local Health and Safety Committees and management.

(i) Provide access, upon reasonable notice, to all Company plants and locations to health and safety representatives of the National Union. Reports on such surveys will be provided to the Company.

## HEALTH AND SAFETY

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(j) Provide to the Union members of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the National Union's health and safety professionals upon request.

(k) The company will inform the Union when safety related medical surveillance programs are being conducted at Chrysler locations.

(l) Management shall also advise Local Committees and the National H&S Co-ordinator of any fatalities and critical injuries occurring in Chrysler U.S. facilities within 2 days of Chrysler Canada being notified. Additional information will also be distributed in writing as received.

(m) In the event of a work refusal under the Occupational Health and Safety Act occurring on the same shift as the regular Health and Safety Representative, it will be the company's procedure to call the Health and Safety Representative. Where a work refusal occurs on an off shift, the Health and Safety Representative will be notified by calling said Health and Safety Representative at a telephone number which is listed with Management for that purpose. If the Health and Safety Representative cannot be reached the company will endeavour to contact the designated replacement who has submitted a telephone number to Management. Should the company be unable to reach the regular Health and Safety Representative, or the designated replacement, the company will contact the Steward for the area who, from our experience, is usually present when a work refusal occurs.

## HEALTH AND SAFETY

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(n) Provide in writing to the Union members of the Local Committees and on request, the National Committee any process of biological, chemical or physical agents or combination of such agents used or intended to be used in the work place, including those in use by outside contractors, and the manner of use including:

(1) the ingredients considered hazardous in keeping with federal and provincial legislation thereof stating their full chemical name or names.

(2) the composition stated in percentage ranges as legislated where appropriate and the properties thereof.

(3) the toxicological effect thereof.

(4) the effect of exposure thereto whether by contact, inhalation or ingestion.

(5) the protective measures used or to be used in respect thereof.

(6) the emergency measures used or to be used, including a description of the remedies and antidotes to deal with exposure in respect thereof.

(7) the effect of the use, handling and disposal thereof.

(o) When a need arises that 'Full Chemical Information' on a product is required, every effort will be made to obtain such information. The information received will be shared with the Local Committee for purposes of hazard assessment and shall be protected as legislated. (c02)

(p) Assure that each facility maintain defibrillation equipment under the care and control of a trained and qualified individual(s).

### **(15.2) Implementation of Revised Legislation In the Area of Health and Safety**

During the current negotiations the Union raised with the Company its concern regarding possible future changes to the Occupational Health and Safety Act and Regulations.

Amendments were made to the Memorandum of Understanding, Health and Safety, to address those concerns.

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the rights expressed in the Memorandum, a mechanism will have to be determined to maintain the functional dimension of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which so affects the employee's rights to refuse unsafe work, the National Joint Health and Safety Committee shall meet within 10 days' notice of a written request to meet. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the National Committee will be assisted and supported by the Chairperson of the Chrysler Council for the CAW and the Manager, Labour Relations and Safety, Chrysler Canada Inc.

It was further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties in order to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of this agreement would be considered a minimum standard.

### **(15.3) Bulletins**

Copies of Health and Safety Bulletins from Windsor Area Facilities shall be provided.

The Health and Safety Representative will be provided with future M.S.D.S. bulletins.

### **(15.4) Health and Safety — Use of Camera**

During negotiations, the Company agreed to provide one digital and one Polaroid camera to each local Joint Health and Safety Committee which will be made available for use by both the management and union members of the committee to be used as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where photographs are necessary to enable the Local Joint Health and Safety Committee to adequately explain or describe serious safety or health problems to responsible plant management. The union members of the Local Joint Health and Safety Committee may also use the camera to photograph health and safety items that are being referred to the National Joint Health and Safety Committee. Additionally, the Company agreed to provide a digital camera to each Regional Ergonomics Committee.

It is understood that all photographs will be jointly reviewed at the earliest opportunity. Such photographs shall remain the property of Chrysler Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally.

In those plants in which a video camera is available the Local Joint Health and Safety Committee will be permitted its use as an aid in conducting joint investigations and inspections where special

## **HEALTH AND SAFETY**

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circumstances dictate the need, such as where a video camera is needed to video tape health and safety items that are being referred to the National Joint Health and Safety Committee.

Upon request, the union member of the Local Joint Health and Safety Committee will be provided with a copy of video tape which relates to health and safety matters in the plant. Such video tapes shall remain the property of the Chrysler Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally. (c96, c99, c02, c05)

### **(15.5) Chemical Data Link CCOHS**

During the current negotiations, the parties discussed the desirability of accessing the on-line information systems of the Canadian Centre For Occupational Health and Safety and making this information available to Local Joint Health and Safety Committees.

The company agrees to purchase CD ROM players for the Health and Safety Reps.' Computers. The company further agreed to provide an annual subscription "CHEMpendium" from CCOHS. (c96, c02, c12).

### **(15.6) Computers**

The computers in the Unit's Union Office may be used on off shifts by the Health and Safety Representative with the approval of the Supervisor.

### **(15.7) Fire Report Summary**

During negotiations it was agreed a monthly Fire Report Summary covering all represented Chrysler Canada Inc. Area Plants will be supplied to the Union Health and Safety Representative (CAW Security).



### **(15.8) Hepatitis “B” Shots**

The Company agrees to test all employees who receive Hepatitis “B” shots to ensure shots were effective. Employees who test negative for the antibodies shall be revaccinated

### **(15.9) Infectious Clean Up**

The Company agrees to work with the Union’s Joint Health and Safety Committee to establish a procedure for infectious and hazardous waste clean-up and disposal. Security Department will advise Maintenance Department Supervision when assistance for clean-up is required.

### **(15.10) Medical Surveillance Recording of Exposures**

Where it has been established by a nurse or a Doctor, because of a visit to first aid that an employee has had an exposure to a Workplace Chemical or Process Emission the nurse or Doctor shall record the part number of the chemical and/or the chemical name on the employee’s medical file.

### **(15.11) Minute of Silence**

During the course of these negotiations the Union requested one (1) minute of silence be observed in the plants covered by this Agreement in memory of those persons who have died in industrial accidents. The minute of silence will be observed each year on April 28, at 11:00 a.m. or at such time as determined by local plant management which will have the least impact on plant operations.

In addition, the CAW National Health & Safety Coordinator may make recommendations to the

## **HEALTH AND SAFETY**

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NJHSC on proactive initiatives that the company and union may take to promote the day of observance and health and safety awareness, such as flying flags at half-mast, safety talk or disseminating promotional written material. (c02,c05)

### **(15.12) Hazard Recognition Process (OHM)**

During 2005 Negotiations, the parties recognized the importance of resolving health and safety concerns before they become work refusals and without loss of production. To this end the parties agree that the standardized electronic Hazard Recognition System developed to document employee health and safety concerns shall be utilized.

### **Roles & Responsibilities**

#### **A) Employee**

Employees upon identifying a concern will immediately report the concern to their Supervisor for prompt investigation.

#### **B) Supervisor**

The Supervisor shall promptly investigate the Employee's concern. If the concern is not valid, the Supervisor shall communicate the findings to the Employee. If the Supervisor determines the concern to be valid the Supervisor shall take appropriate actions to remediate the concern within the same shift. Where remediation of the concern is not possible during the same shift the Supervisor shall enter the necessary details in the Hazard Recognition System for follow up and correction. Additionally, the Supervisor will provide a copy of the electronic form to the Employee. It is the responsibility of the Supervisor to follow up and advise

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the Employee of progress and closure of the concern. Finally, the Supervisor shall advise the Joint Health & Safety Committee of the completed corrective action for the purpose of verification and concern closure.

C) Area Manager/Production Area Leader

The Area Manager/Production Area Leader shall assist the Supervisor where necessary to ensure that all relevant information required on the electronic form is complete and accurate.

D) Local Joint Health & Safety Committee

The Local Joint Health & Safety Committee's role is to ensure all open safety concerns are monitored for completion.

E) Unresolved Concerns

Any matters not resolved by this process after all steps have been followed may be placed as an agenda item and presented by the Local Joint Health & Safety Committee at the next Weekly Incident Review Board Meeting. (c96, c02,c05)

### **(15.13) Outside Patrols**

Upon request to the Shift Supervisor, Security Officers may be excused from an outside patrol in extreme weather conditions.

### **(15.14) Protective Clothing and Personal Protective Equipment (P.P.E.)**

In the course of the current negotiations between Chrysler Canada Inc. and the CAW, the Union was advised that it is the policy of the Company to issue protective clothing and P.P.E. at no cost on the basis

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of the need for such clothing and P.P.E. on a particular job.

In making the determination of the need for protective clothing and P.P.E. consideration must be given to factors such as safety and job requirements.

The Company's policy is that protective clothing and P.P.E. may only be withdrawn with the discontinuance of an operation for which it had been issued or where the conditions for which the protective clothing and P.P.E. was issued no longer pertains or where the issuance or retention is no longer consistent with the basic policy statement outlined above.

Where appropriate the Supervisor must properly instruct the worker on use, fit, care and storage of P.P.E.

Each location may develop a program to provide to employees external appliances, i.e. wrist, elbow or knee braces when the need is recognized by either the company doctor or by the employee's physician and approved by the company doctor. It should be recognized that these appliances are not a permanent solution to the problem.

When such a device is prescribed the Doctor will advise the plant to review the operation for possible ergonomic improvement, through the Joint Health and Safety Committee and plant Ergonomist.

Complaints arising in connection with the administration of the foregoing should be taken up with the supervisor, and, if unresolved, with the Labour Relations Supervisor. (c96, c02,c05)

### **(15.15) Safety Concerns/Back-Up Manpower**

Security Officers who question security safety related matters in the course of their normal security duties may bring these matters to the attention of the

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Supervisor for review and corrective action. Additionally, the Company recognizes the need for sufficient manpower coverage to provide necessary backup for Security Officers during emergency situations. In the event the Unit Chairperson claims Management has not complied with these understandings, the Unit Chairperson may request a special conference as provided for in the Collective Agreement to resolve the matter.

### **(15.16) Safety Glasses**

(a) The Company will provide prescription safety glasses to seniority employees and temporary part-time employees working on a job or in an area where eye protection is a company requirement provided the employee furnishes a prescription from the employee's own doctor or optometrist. It is understood that invisible line bi-focal lenses, tri-focal lenses, rose tint #1 or #2, progressive #1, and task specific eyewear for computer operators under certain conditions are included in this program. The Company will replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from the doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

The parties agreed that wider selections of plastic and metal frames are included in the program.

Further the parties agree that a 100% Eye Safety Program is desirable in certain plants and areas and the Union will support such programs where they are warranted for safety reasons. (c96, c99, c12)

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### **(b) Task Specific Prescription Eyewear**

This letter is to confirm the conditions of obtaining task specific eyewear under the company's safety glass program.

Computer operators who wear bi-focals or tri-focals may be eligible for "ComfortEyes" (task specific eyewear) in lieu of bi-focal or tri-focal lenses. To be eligible, a prior ergonomic assessment must be completed on the employee's job station indicating a need for "ComfortEyes", an ergonomic program vision questionnaire must be completed, a medical specialist's report must be obtained recommending "ComfortEyes", and the employee must be regularly assigned and working at a computer for at least 6 hours daily at a work station. (n99, c02)

### **(15.17) Safety Shoes**

The Company has agreed to provide Security Officers and Fire Marshals actively at work a one hundred dollars (\$100.00) subsidy towards the purchase of safety footwear from approved Company sources, not more often than once each contractual year through the Payroll Deduction Program. An employee who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

It is further understood, that all Security Officers and Fire Marshals shall use their one hundred dollar subsidy towards the purchase of "Green Patch" construction safety grade footwear.

It is understood by the parties that employees hired by the Company as vacation replacements, more commonly referred to by the parties as summer students will not be entitled to participate in this program. Temporary Part Time (TPTs) employees will

## HEALTH AND SAFETY

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be eligible to participate in this program after having worked 30 days. (c02)

### **(15.19) Special Orders**

Employees with special order problems will contact the Health and Safety Committee for resolution. The Company agrees to replace shoes damaged at work where the integrity of the shoe is compromised.

Uniform adjustments for pregnant security officers will be paid by the company.

Management intends to continue the practice of discussing the purchase of uniforms, etc, with the Unit Chairperson. The Health and Safety Representative may arrange an appointment to discuss any new purchase.

### **(15.20) Substance Abuse/Drug Testing**

During negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In this regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety is of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area is still evolving and it is yet

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unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public. The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly.

Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

In the event the government mandates testing which has application to the employees covered by this Agreement the parties will resolve the implementation of such program.

### **(15.21) Traffic Direction**

Traffic direction shall be performed by Security Officers during daylight hours only unless an emergency (i.e. accident) exists. Security Officers will not be required to perform traffic control during unsafe weather conditions. (i.e. ice).

### **(15.22) Traffic Flow**

The company agrees to meet and discuss traffic flow problems at the Ypres Street Gate, Windsor Assembly Plant, Main Gate, South 3 and Pillette Road Truck Assembly Plant Main Gate when the Safety Committee cannot agree on how to resolve the problems.



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The parties agree to review thoroughly the traffic flow and to implement mutually agreed to changes as soon as practical. In the event the Unit Chairperson is not satisfied, a meeting will be arranged with Vice-President – Human Resources. (c02)

### **(15.23) Vehicle Safety**

When a Security Officer and the Supervisor agree a department vehicle is unsafe the Shift Supervisor shall arrange to take the vehicle out of service until the condition is corrected.

All Security vehicles will be equipped with the following:

- (i) signage on Security vehicles will read Chrysler Security & Fire
- (ii) emergency lighting
- (iii) security radio
- (iv) medical pack and blanket
- (v) all Security patrol vehicles shall be equipped with a portable 750,000 candle power search light (c02)

### **(15.24) Working Hours – Construction**

During the 1996 negotiations duties of the Health and Safety representatives from the Security Unit of CAW Local 195 were discussed at some length. At issue was whether or not the Health and Safety representatives should be allowed to function full time during plant changeovers, or other periods of construction.

As Management has demonstrated in the past, when planning assignments during these periods, and in particular during heavy construction periods (i.e. the NS shutdown at Windsor Assembly), every

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consideration will be given to assigning these representatives to full time Health and Safety duties and responsibilities.

If for some reason the union disagrees with the decision of the Manager of Security, the matter may be taken up with the Manager of Labour Relations.

### TRAINING

#### **(16.1) Chrysler-CAW National Training Committee**

During the current negotiations, the Company and the Union indicated their mutual interest in advancing the learning of employees through education and training. The parties agreed that employee training has positive effects on product quality and productivity and should provide opportunities for employees to expand their knowledge and improve their sense of accomplishment.

The parties indicated that many aspects of employee education and training require the cooperation and commitment of both the Company and the Union.

Accordingly, the parties have agreed to maintain the Chrysler-CAW National Training Committee consisting of five representatives of the National Union and five representatives of the Company, to be appointed respectively by the CAW President of the National Union and the Director of Labour Relations and Labour Economics of the Company. The members of this Committee shall include at least one person who is familiar with the training needs and related problems of employees in each of the following areas (i) office and clerical employees (ii) engineering employees (iii) skilled trades employees, but excluding apprentices covered by the Supplemental Agreement relating to apprentices, and (iv) all production and maintenance employees. The Committee will meet on a quarterly basis.

The Chrysler-CAW National Training Committee shall have responsibility for investigating, developing

## **TRAINING**

and implementing new and/or expanded training programs and will be responsible for the following:

- (a) Review current training programs of each location;
- (b) Discuss and recommend training programs to reinforce basic employee skills;
- (c) Analyze long term training needs for employees;
- (d) Explore availability of external funding through Sectoral Council, Training Boards and other government programs;
- (e) Establish links with educational and training institutions;
- (f) Encourage participation in joint training initiatives;
- (g) B.E.S.T.

The parties acknowledged that some programs, previously established, will continue during the term of the Collective Agreement. In addition, to these programs, the parties identified the following for review by the National Training Committee:

- Union Awareness
- Industry Overview
- Building Respectful Work Places
- Women and Technology
- Health and Well Being
- Community and Government Awareness
- Pre-Retirement Planning
- Building Respectful Work Places for Union Leadership

The National Training Committee may conduct other activities that will support employees in the advancement of their learning. (n96, c99, c02, c05)

### **(16.2) Training Fund – National Training Committee**

During the current negotiations the parties focused on the importance of training and the role played by the National Training Committee. In reaffirming its commitment to training, the parties agreed to establish a Training Fund as a means of funding the development and implementation of employee skills and training activities. The Fund will come under the direction of the National Training Committee.

In this regard it was agreed the Company will make available up to a maximum \$23,566,775.00 (representing the value of up to forty-eight (48) hours training per active employee as of the effective date of this agreement) for use by the National Training Committee over the term of this collective agreement to fund the development and implementation of training programs approved by the committee. Thirty-two (32) hours will be approved by the committee and up to eight (8) hours of training will be allocated for company sponsored training such as manufacturing productivity, health and safety, quality and job related training. This amount includes the balance of the Fund established during the 2005 negotiations. All monies will be recovered from the Special Contingency Fund.

The Fund will provide for training program development costs, trainers (including wages, benefits, and other expenses incurred with the development and implementation of training programs), program material costs, employee travel costs, and labour costs associated with employees attending approved training. The parties agreed that up to the value of eight (8) hours per active employee as of the effective date of this agreement could be used for administrative activities. (n96, c99, c02, c05)

### **(16.3) Health and Safety, Environment, Leadership Training and Research Fund**

During the current negotiations, the Company agreed to provide funds to the Union in support of health and safety, environment, leadership training and research activities. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to 5.0 cents (\$0.05) per hour worked during the term of this Agreement. (n96, c02, c05)

### **(16.4) Memorandum of Understanding Regarding Security Training Requirements**

This Memorandum of Understanding supplements the Local Agreement between Chrysler Canada Inc. and the CAW Local Union No. 195.

The parties agree and acknowledge the subject of training requirements is a major concern affecting not only the welfare of employees but also the efficiency and competitiveness of the Company.

During the course of these negotiations the Company expressed its desire to ensure that employees receive training in various aspects of the work environment.

Subsequently, comprehensive, ongoing training shall be conducted, jointly, to assist in achieving these goals.

The Company shall recognize the Union appointed position of "Training Co-ordinator", who shall be responsible for devising agendas, develop/schedule courses and instructional duties as required, subject to management approval.

Examples of said training shall include, but will not be limited to; fire, ambulance, computer, Halon System, H.I.V.E.S., Chemical Storage, P.C.B. etc.

**(16.5) CAW Leadership Training Program**

During these negotiations the parties have discussed the labour education program developed by the Union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of Company financial support of this program. This program, entitled the CAW Leadership Training Program, has received contributions from the Company since September of 1983.

In recognition, therefore, of the contributions this program can make to the improvement of the Union/Management relationship and toward a more effective administration of the Collective Agreement, the Company agrees as hereinafter set forth to make a grant to the CAW Leadership Training Program (P.E.L. Trust).

Past Company contributions to the Leadership Training Program (P.E.L.) Trust have been deductible. Providing that such amounts shall continue to be deductible, the Company will make quarterly contributions to the P.E.L. Trust, equal to seven cents (\$.07) for each hour worked in the preceding thirteen (13) week period from the Special Contingency Fund pursuant to the provisions of the Memorandum of Understanding Special Contingency Fund. The contributions will be payable on the following dates:  
(c96, c99, c02, c05)

## TRAINING

Hours Worked	Payment Date
09/24/12 - 12/30/12	01/31/13
12/31/12 - 03/24/13	04/30/13
03/25/13 - 06/23/13	07/31/13
06/24/13 - 09/29/13	10/31/13
09/30/13 - 12/29/13	01/31/14
12/30/13 - 03/30/14	04/30/14
03/31/14 - 06/29/14	07/31/14
06/30/14 - 09/29/14	10/31/14
09/30/14 - 12/28/14	01/30/15
12/29/14 - 03/29/15	04/30/15
03/30/15 - 06/28/15	07/31/15
06/29/15 - 09/27/15	10/30/15
09/28/15 - 12/27/15	01/29/16
12/28/15 - 03/27/16	04/29/16
03/28/16 - 06/26/16	07/29/16
06/27/16 - 09/25/16	10/31/16

(c96, c99, c02, c05, c08, **c09 Addendum**)

The Union will co-operate fully in providing the Company with all documents regarding the CAW Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling received from Revenue Canada, and related to the deductibility of amounts paid by the Company to the P.E.L. Trust.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program as described by the Union during these negotiations. Annually the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L.



## **TRAINING**

Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

An educational leave of absence for participation in the Union's program will be granted by the Company in accordance with Section (11.2) of the Production and Maintenance Agreement (and similar sections of other agreements which incorporate this program) to seniority employees designated by the President of the National Union to the Director of Labour Relations and Labour Economics for the Company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) 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 applicable collective bargaining agreement. (c96, c99, c02, c05, c08, c09 Addendum)

### **(16.6) Agenda/Content**

All basic training of Security personnel shall be performed by Unionized Chrysler Security employees.

Management will conduct the following training during the course of the collective Agreement.

(i) Fire Equipment training for Security Officers annually (Fire Brigade Training).

(ii) Computer Training: As information is put into department computers, Security Officers will be trained in withdrawing pertinent data from the computer.

## **TRAINING**

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- (iii) First Aid/CPR Training: Management shall provide sixteen (16) hours training annually for all employees.
- (iv) Scott Air Pack training will be provided on an ongoing basis at approximately every six-month intervals.
- (v) Ambulance training will be conducted on non-production shifts scheduled twice yearly.
- (vi) Bomb Threat Procedures training four (4) hours shall be provided to all Security Officers once during the duration of the Agreement.
- (vii) Main Gate Fire Computer: Will provide training and familiarization to Security Officers twice yearly.
- (viii) Spills Procedure: shall provide training to all Security Officers once during the duration of the Agreement. Increased level of training will be provided where agreed upon by the parties.
- (ix) Infectious Waste and Aids: All employees shall be trained for eight (8) hours once during the duration of the Agreement.
- (x) Hepatitis "B" Training: Members of the Joint Health and Safety Committee shall be given four (4) hours training if such training is not offered during the Annual Training.
- (xi) New Employees: Two (2) weeks training shall be provided for each permanent new hire. Said training program will be developed jointly by Company and Union Representatives.
- (xii) Training Modules: The Company agrees to train Security Department employees on those modules agreed upon by the Manager of Health and Safety and the National Union Health and Safety Co-ordinator.

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(xiii) Arrest and Force: Four (4) hours of training shall be provided to all Security Officers once during the duration of the Agreement.

(xiv) Atmospheric Testing: Fire Marshals, Confined Space Team members and DVRs will be trained in the use of instruments measuring contaminants in confined spaces.

(xv) Cheetah Panel Training will be provided to all Fire Marshals and DVRs.

(xvi) Management will discuss any anticipated training program with the Unit Chairperson prior to their inception. The discussion will afford the Unit Chairperson an opportunity to input material matters, frequency, scheduling or other suggestions to improve the training program. (c99,c02,c05)

### **(16.7) Area Specific Training**

Area specific training for hazardous areas will be offered in conjunction with contractor safety training to a maximum of four (4) hours to all Security employees.

### **(16.8) Budget Consideration Health and Safety Training**

During negotiations the parties agreed when budgets are struck at all represented Chrysler Canada facilities, consideration shall be given to ensure training as agreed during these negotiations is appropriately budgeted.

It was also agreed training course content shall be assembled to suit local needs when applicable.

### **(16.9) Certification**

The Company and the Union agree that all members of the Joint Health and Safety Committee shall be certified, Company paid.

### **(16.10) CO2 Refill**

Fire Marshals will be trained and proper equipment will be available to refill CO2 bottles to a maximum of 40 pounds.

### **(16.11) Computers**

A list of computer courses available through the Company training facilities will be provided to Security Employees. Course tuition costs will be absorbed by the Company provided the course selected falls within current or projected Security department usage.

Security Officers will be trained in the use of Lotus Notes.

All Union Representatives will receive eight (8) hours computer training, except the Unit Chairperson who will receive twenty-four (24) hours training. (c02)

### **(16.12) Contractor Training**

Two (2) hours of contractor safety training will be provided to all Security Employees.

### **(16.13) CPR, First Aid Training**

During negotiations the parties agreed a certificate course on CPR and First Aid would be presented to CAW Security employees.

The inclusion of AIDS Awareness Training was also recognized as valuable and will be included in the above training.

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The training course shall be conducted so as not to exceed 8 hours.

### **(16.14) Fall Arrest Training**

The Company will provide Fall Arrest training to the Confined Space Team, Construction Officers, DVRs, and Fire Marshals.

### **(16.15) Fire Inspection and Training (Other Groups)**

The parties agree Management personnel and bargaining unit employees will jointly participate in fire inspections and fire brigade training of bargaining unit and other employee groups, at plants where Security employees are represented by the National Union, CAW.

### **(16.16) Fire Marshal Compute**

All Fire Marshals will receive eight (8) hours computer training.

### **(16.17) Fire Marshal**

The Company will provide two (2) weeks fire marshal training yearly to untrained DVRs. If staffing levels cannot be fulfilled due to this training, TPTs may be utilized to augment staff after all overtime procedures have been exhausted.

The Company intends to ensure Disability and Vacation Replacement Security Officers have some "Fire Marshal" training. (c05)

### **(16.18) First Aid**

Management intends to maintain the current program and to train new seniority Security personnel as soon as practical.

### **(16.19) Health and Safety Training Needs**

At recent negotiations it was agreed Health and Safety Training for Plant Security is advantageous.

The Union expressed a concern to participate in determination of direction and scheduling of such training.

It is recognized Plant Security personnel have particular concerns in this regard.

It was agreed that within 30 days of signing of the agreement the parties shall meet and devise such agenda and schedule of Training Topics i.e.

- Responsibilities of Security as it relates to Chemical Spill
- Lock-out as used by Tradespersons
- Confined Spaces - Proper Techniques
- Transportation of Dangerous Goods (Shipper Responsibilities)

Development of the said training shall be carried out by the Joint Development Resources of Chrysler Canada, with input by the CAW Security National Representative and the Joint Health and Safety Committee.

Further, Update Refresher Instruction Sheets shall also be developed for use during 5 minute Safety Talks.

### **(16.20) J.H.S.C. Annual Training**

It is agreed when negotiated annual training for the National P & M Joint Health and Safety Committee is scheduled, consideration will be given to allow the CAW Security/Management Health and Safety Committee to attend whenever the subject material pertains to the health and safety needs of CAW Security employees.

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The Health and Safety Representatives will be given the opportunity to take the Scott Air Pack instruction training.

It is agreed in the event Department trainers are required; Management intends to give the Health and Safety Representatives the opportunity to qualify for the training positions.

The parties agree to review future Department training needs at the request of the Health and Safety Joint Committee Representatives.

### **(16.21) Jitney Training**

The Company agrees to provide eight (8) hours jitney training for Fire Marshals and DVRs.

### **(16.22) Journeyman/Journeywoman – Health and Safety Training**

During negotiations the parties discussed the value of Health and Safety Training for CAW Security union representatives, Health and Safety Representatives and Fire Marshals.

It was agreed to train all union representatives and Fire Marshals (not previously trained).

The training shall consist of the 40 hour Journeyman/woman Health & Safety Training Program, participation in which shall be offered when available locally during the life of the contract.

### **(16.23) Manlift Training**

Manlift training will be provided to the Fire Marshals.

### **(16.24) Notification of Training Opportunities**

During negotiations timely notification of Chrysler sponsored Health and Safety programs/courses suitable

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for Security Health and Safety Committee Members involvement was discussed.

Recognizing existing and negotiated language in this regard the Company shall provide the Union; schedules of CAW negotiated training for the next 3 years and, recognize the importance of prompt notification of the Union in the case of rescheduling/additional training opportunities that may be considered by the parties for participation by Security Health and Safety Committee Members.

It was further understood any participation in Joint Training for Health and Safety Committees shall require the Union to pay room, meals and travel expenses for its representatives and the Company to pay straight time and tuition costs.

### **(16.25) Propane Training**

The Company agrees to provide two (2) hours of Propane training to the Construction Officers, DVRs and Fire Marshals.

### **(16.26) Representative – Special Training**

During negotiations the parties agreed special Health and Safety instruction including recent legislative changes would be appropriate for certain union representatives.

The Company is prepared to pay up to 20 straight time days and registration to a maximum of \$3,000.00 for Union representatives as follows: The Union Health and Safety Rep, Health and Safety Alternate, Unit Chairperson and Committeeperson to attend local IAPA or approved local Union Health and Safety Seminars.



### **(16.27) Safety Training**

The Company agrees to train Security Employees on any modules that are recommended by both the Chrysler Canada Manager of Occupational Health and Safety and the CAW National Health and Safety Co-ordinator.

The Company agrees to resign Letter (16.18) – and train all Union Reps and Fire Marshals not previously trained in the Journeyman's 40 Hour Training.

### **(16.28) Scheduling**

The Parties agree Management will endeavour to conduct all training programs during a Security Officer's regular 40-hour work week.

### **(16.29) Scott Air Pack**

Scott Air Pack training is mandatory and is performed twice a year. Employee may request an additional training session during the year which will be performed within 7 days. Training and maintenance procedures for instructors shall be annually completed.

### **(16.30) Scott Air Pack (Instructor Training)**

It is agreed Scott Air Pack Instructor Training opportunity shall be offered to any new Fire Marshall.

### **(16.31) Security Training**

During our recent negotiations, we discussed at length the subject of industrial plant security training at Company plants or locations where your Union represents plant protection employees.

The Industrial Security Training Program will continue to be given to employees currently on roll, as well as future newly hired employees. The course

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provides basic ongoing training in the techniques for handling various types of emergency situations as required, as well as a general review of normal day to day plant protection duties and responsibilities. The length and content of the course will vary depending on such factors including but not limited to plant size and location but will be sufficient length to meet the needs of the specific location. We believe that this training will enable our plant protection employees to more effectively perform their plant security functions.

### **(16.32) Smoke House Training**

Smoke house training will be provided to all Security Employees authorized to wear SCBA.

### **(16.33) Summer Replacement/New Hires**

The parties mutually agreed on the need for proper training on Burning and Welding assignments. Management assures the Union of the Company's intent to properly train summer vacation replacements and new hires prior to being assigned to Burning and Welding jobs. The Manager of Security will discuss with Department Captains the importance of experienced employees covering Burning and Welding assignments. Union concerns regarding this issue may be referred to the Health and Safety Committee.

Management will provide training to new hires/summer vacation replacements on (a), (c), (h) and Burning and Welding before scheduling single Security Officer assignments.

- (a) Scott Air Pack
- (b) Fire
- (c) Ambulance
- (d) First Aid

- (e) Hazard Awareness
- (f) Emergency Procedures
- (g) Computer
- (h) Computer Alarms

### **(16.34) Tuition Refund**

The Company offers and administers a tuition refund program under which employees will, under such terms and conditions as the Company may from time to time establish, receive a tuition refund not to exceed \$2,000 a calendar year (\$3,250 for the calendar year for approved courses taken at an accredited college or university; or taken as a web based on-line program from an accredited college or university; or at an approved educational or training institution during non-working hours while on the active rolls of the Company. Any refund made to an eligible employee will relate to the calendar year of completion of the courses. Tuition refunds will be made available upon receipt; however, successful completion of the course is obligatory.

The following programs are considered job related and will be approved when the needs cannot be met within the Company:

- (a) Courses which update employees in the technology of their trade or occupation and courses directed toward qualifying an employee as an apprentice in the skilled trades.
- (b) Courses which relate to the next job in the logical development of an employee's career.
- (c) Courses which prepare an employee for openings that are expected to occur in the

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- future and for which a sufficient number of qualified employees are not available.
- (d) Courses taken to complete the requirements for a grammar school certificate or high school diploma.
  - (e) Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth grade competency in reading, writing and numerical skills.
  - (f) Courses that are part of the regular curriculum of an accredited educational institution taken for degree credit leading to an Associate Degree or Bachelor's Degree in Labour Studies.
  - (g) Courses in industrial hygiene or safety related courses taken at approved educational institutions by the appointed Union member of a Local Committee on Health and Safety.
  - (h) Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to the employee's career in Chrysler Canada Inc.
  - (i) The CAW/McMaster Labour Studies Program offered by McMaster University will be approved for participants under the Tuition Refund Program, with a direct billing arrangement established for this Labour Studies Program.

The tuition refund, for courses which must be taken in the United States solely because they are not available in Canada, will be paid the Canadian equivalent of United States currency.

In addition to the above, employees appointed as full-time Benefit Plans or Health and Safety

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Representatives who wish to enroll in courses of instruction relating to benefit plans or health and safety at approved educational institutions shall be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Company's Tuition Refund Program.

Seniority employees on an approved maternity, adoption, parental or short term union leave of absence for a defined term will also be eligible for tuition refund.

In addition to the above, a seniority employee who is indefinitely laid off, may utilize the Tuition Refund Program for the purposes of vocational training to qualify for any available or potential employment opportunities. This expanded tuition refund eligibility shall not exceed \$2,000 (\$3,250 for courses at an accredited college or university) and the employee must apply for such refund within twenty-four (24) months from the effective date of layoff. The plan will reimburse an employee up to \$200, within the limits of the plan, for the purchase of books related to approved course material, subject to proof of purchase.

Concerns relating to the administration of the Tuition Refund Program including a determination of applicant eligibility for a particular course may be the subject of a discussion between the local Plant Chairperson and the Human Resource Manager.

The Impartial Chairperson shall have no jurisdiction over any matter involving the establishment, administration or terms and provisions of such a tuition refund program. (c99, c02, c05, **c09 Addendum**)

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#### **(17.1) Job Security and Work Ownership**

Over the years, the Company and the Union have regularly addressed worker concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated programs to provide workers and their families with a measure of income security unparalleled in Canadian industry. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and the in-plant organization of work, the parties have negotiated programs to encourage attrition and thereby prevent or limit potential layoffs.

During the 1990 round of bargaining, a milestone agreement on Job and Income Protection was reached by Chrysler and the CAW, which was intended to limit and prevent layoffs. The agreement established a workable procedure to deal with the extensive structural change occurring in the industry at that time and ongoing to date.

In each set of negotiations since 1990 the Company and the Union have addressed worker concerns over the issues of income and job security, based on the specific conditions affecting individual plant operations, with the intent of minimizing the impact of any restructuring initiatives and in-plant changes on the lives of workers and their families.

In 2007 Windsor Assembly Plant launched the new "RT" model minivan. The "RM" (Volkswagen) model minivan will launch in the 3<sup>rd</sup> quarter of 2008. During

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the term of the 2005 Agreement the Company made a significant investment in the Windsor Assembly Plant which will secure minivan production at Windsor Assembly Plant for the duration of the Agreement, subject to volume demand and favourable economic conditions. As a further demonstration of its support to Windsor Assembly the Company:

1. Commits to maintaining three shifts of production at Windsor Assembly for the duration of the 2008 Agreement.
2. Agrees to designate the Windsor Assembly Plant as the lead volume producer of the RT minivan models for the duration of the 2008 Agreement.

During 2008 bargaining the parties discussed the future of the Brampton Assembly Plant. During the term of the 2005 Agreement, the Company made a significant investment in the Brampton Assembly Plant, securing production of 300, and Charger and Challenger models for the duration of the agreement, subject to volume demand and favourable economic conditions. In 2007 the Company agreed to make a significant investment and designate the Brampton Assembly Plant as the lead plant for the LX replacement products in calendar year 2010, which included:

- Dodge Charger, Chrysler 300, and Dodge Challenger
- BUX (built up export), BUX includes RHD, LHD and diesel models.

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Significant investment has been made at the Automotive Research and Development Centre since its inception in 1996. The parties recognize that creating a technological basis which differentiates products within the market place plays a significant role in sustaining and securing CCI's future. Partnerships with other community groups such as the University of Windsor's Automotive Engineering Faculty is just another example of the Companies commitment to advancing research and development and its intent to remain a source of automotive creativity during the term of the Agreement.

The Company also reviewed its plan with respect to Etobicoke Casting, Office, Clerical & Engineering Unit, Windsor Security Unit, and Chrysler Transport Inc. The specifics of which are contained within separate letters to this agreement.

Of critical importance to the Union was the concept of "work ownership", defined as protection against the outsourcing of work which has been performed on a historical basis in a quality and efficient manner at reasonable cost. From a CAW perspective, work ownership was described as a principle intended to be consistent with on-going changes in the workplace. A particular concern discussed at length by the parties was the potential impact of changes involving modular production. The Company indicated that changes in technology and organization of work would continue to be required to assure Chrysler can competitive and retain its position as one of the industry leaders in Canada. The Company agreed, however, that if modular production plans, other than those specified elsewhere in the Agreement, were implemented during the term of this Collective Agreement, they would be



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reviewed with the Union and that associated changes in the workplace would be accomplished in a manner consistent with the work ownership and community employment level provisions of the Agreement.

In addition, the parties discussed concerns about the impact various forms of corporate restructuring, e.g., business units or joint ventures, might have on employees. The Company confirmed that although various alternatives have been reviewed, there presently are no plans for change in business structure of CAW-represented operations other than as noted herein. Further, the Company agreed that any such change that is decided on and implemented during the life of this Collective Agreement would be accomplished in a manner consistent with the work ownership and community employment level provisions of this Agreement.

In keeping with the work ownership concept, the Company advised the union that it will not outsource any major operations other than those specified elsewhere in the Agreement during the life of the Agreement. Various make-buy studies are in progress, but in any event the Company commits there will be no reduction in community<sup>1</sup> employment levels as a result of outsourcing during the term of this Agreement other than those specified in the Agreement.

For the purposes of this Agreement, “community” is defined as the Windsor area, Etobicoke Casting Plant and Brampton Assembly Plant, (n96, c99, c02,c05,c08)

### **(17.2) Technological Devices**

During the recent contract negotiations, the Union raised the subject of the operation of closed circuit television receivers which are used to survey Chrysler Canada Inc. property and employee parking lots.

In response, the Company indicated that the monitoring of closed circuit television receivers which are used to provide greater security of Chrysler Canada Inc. property and employee parking lots is a responsibility of Plant Protection Security Officers. Receivers which are located in Plant Protection offices are for use as supplemental systems and to provide supervisory personnel the opportunity to view unusual situations called to their attention by Security Officers. They may also be used in the event of strikes, fires, violence, or other emergency situations.

Further, it is recognized that new technological devices may alter, modify, enhance, or otherwise change the job responsibilities of employees represented by your Union, however, these devices will not, in themselves, serve to shift the work normally and historically performed by employees in the bargaining unit to those who are not.

If the Union believes that Management is not adhering to the intent of this letter, it may raise the matter directly with the Industrial Manager of the Security Department.

### **(17.4) Plant Closing Moratorium**

As a result of deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 14, 2011, the Company will not close or sell any plant,

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in whole or in part, covered by this Collective Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline concerning the subject. Should these conditions occur, the Company will discuss such conditions with the National Union. (n96, c99, c02)

### **(17.5) Supplier Relationships**

The company expects its suppliers to have responsible labour relations, treat their employees in a fair and equitable manner, and avoid conduct which violates federal or provincial labour and employment laws.

The union may, from time to time, raise concerns about its relationship with certain suppliers. The company commits to take these concerns seriously. The parties recognize that instances in which these matters arise are based on the particular facts of the situation, and therefore plan to continue to deal with these matters on a case by case basis as they have in the past and in compliance with all applicable laws. When such concerns do arise, the company has agreed to inform individual suppliers either through direct contact, letter or both, of the following principles:

- The importance the company places on its relationship with the CAW and the positive value of that relationship.
- The company does not encourage suppliers to resist organizing efforts by their employees.
- The considerations involved in awarding contracts to suppliers, including cost, quality, delivery capability, technology, and responsible labour relations.

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- The expectation that suppliers treat employees in a fair and equitable manner, including respecting their right to decide whether or not to join a union in an atmosphere free of intimidation, interference, or risk of reprisal.
- The expectation that suppliers avoid conduct or communication which violates federal or provincial labour and employment laws and respect the company's relationship with its CAW partners.
- The practice by which certain suppliers recognize the union as bargaining agent for employees when the union signs up more than 50% of the employees in a particular operation, which is currently non-represented, there is no other trade union seeking to represent the employees, and the employee signatures are verified by an independent third party. (In those instances, the appropriate labour legislation will govern the bargaining process in the same way as if certification had been granted by the labour board.)

The company will not take retaliatory action, such as canceling or refusing to renew contracts with a supplier based on a decision of that supplier's employees to join a labour union.

The company agrees to send each new supplier a letter informing them of the preceding principles, including the importance the company places on its relationship with the union and the positive value of that relationship, within sixty (60) days of the effective date of a new supplier contract. A copy of this letter will be provided to the union. Additionally, the company will meet with the union, from time to time as required, to discuss its supplier companies, including the need for responsible labour relations.

The parties have made an attempt over the last year to address many issues related to the Company's

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supply base. The result has been that the Company and Union have met on a regular basis to discuss the current supply base and review opportunities to improve its supplier base. Working together, the parties have been able to resolve issues concerning supplier viability. It is the company's intent to continue this ongoing dialogue, including the quarterly Distressed Supplier Roundtable meetings with senior management from Procurement and Supply, Labour Relations, and the leadership from the CAW National Union.

Chrysler Canada Inc. believes that the above process will improve overall labour relations within the broader business community. The parties believe this environment will positively contribute to the company's success and its ability to compete in the global marketplace. (n96, c99, c02, c05, c12)

### **(17.6) Retirement Allowance Option – Job & Income Protection Plan**

During the current negotiations the parties discussed methods of providing retirement incentives to employees retirement eligible under the Regular or Special Early Retirement provisions of the Non-Contributory Pension Plan, on the date of a plant closing or permanent job loss as identified under Letter (17.11) - Restructuring - Job and Income Protection.

Accordingly, any employee who is retirement eligible under the provisions of Letter (17.11) on the date of the closure or permanent job loss, will be given the option of taking a Retirement Allowance of \$75,000 and a \$35,000 new vehicle voucher.

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The parties agreed that receipt of the Retirement Allowance is in-lieu of any SUB entitlement that may have been provided under the provisions of Letter (17.11) and the SUB Plan.

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this Agreement will be recoverable from future SUB contributions on a dollar-for-dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits paid and the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%. (n93, c96, c99, c02, c05, c08, **c09 Addendum**)

### **(17.7) Payments Upon Plant Closure**

During the current negotiations the parties agreed that upon a stand alone plant closure as defined in Letter (17.11) of the Collective Bargaining Agreement, pre retirement income maintenance program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions

- (a) Eligible employees are those employees at the affected plant:
  - (i) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or
  - (ii) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with at least 10 years of credited service.
- (b) Eligible employees will receive monthly PRIMP benefits equal to (a) the sum of the basic and

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supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (b) the employee's credited service at the date of plant closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service;

(c) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (b) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to  $66 \frac{2}{3}$  % of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.

PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for either Special Early or Regular Early retirement;

(d) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with PCOLA adjustments applicable to employees retired under the pension plan on or after October 1, 1999.

(e) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at

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which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 50, adjusted for PCOLA;

(f) Employees whose Special Early retirement benefits are reduced due to the application of Revenue Canada regulations with respect to maximum pension limitations, will receive upon commencement of the employee's pension, a lump sum payment equal to the Actuarial Equivalent of the reduction in the employee's monthly pension benefit.

(g) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.

(h) The Maximum Company Liability under the Income Maintenance Benefit Plan, Exhibit B to the Collective Bargaining Agreement, will be reduced by the amount of any PRIMP benefits paid to eligible employees.

Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance pursuant to Letter (17.11). **(c09 Addendum)**

### **(17.8) Content**

During the course of negotiations the Company and the Union held extensive discussions concerning the business and social consequences appendant to the issue of marketplace accessibility, content and sourcing within the context of a global automobile industry.

Consistent with our mutual desire to utilize the full range of employees' abilities to contribute to these objectives, the Company agrees to work with the Union in the exploration of measures to maintain employment



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opportunities equivalent to those now encompassed by the total of all plants and offices. This would include, where feasible, replacement of jobs lost by outsourcing.

In addition, Chrysler Canada Inc. joins the CAW in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes and support the economy of the market in which they sell. As you know, Chrysler Company has for decades based its operations throughout North America on this very principle. We believe that, over the long run, no alternative policy can prevail if there is to be fairness and balance among the major trading nations of the world. As evidence of its commitment to these principles, the Company's Canadian value added gross purchases in 1992 exceeded seventy-five percent (75%) of its gross Canadian sales. Given the scope of its current operations in Canada, the Company affirms its expectation these principles will be maintained.

Chrysler Canada Inc. commits to support acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive and parts manufacturing workers.

It is believed that the principles expressed in this letter will contribute significantly to our co-operatively working together to provide employees in Canada with improved job security.

### **(17.9) New Technology**

(a) It is recognized that the principle set forth in Section (9.1), paragraph (b) of the Production and Maintenance Agreement, will continue to create changes in the scope and work content of job classifications of represented employees. When the Company anticipates that a technological improvement

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it is making in its tools, methods, processes, equipment or materials may have a major impact on the work performed by Union represented employees, the Company will, as early as practicable, so advise the National Union, and at that time describe the location and nature of such technological changes and the extent to which they may affect the work performed by represented employees at the plant or plants involved.

The Company and the Union may submit to the National Training Committee their recommendations for any training programs intended to assist present employees to perform work within the bargaining unit which is new or changed as a result of technological improvement.

(a) The union expressed concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of both skilled and non-skilled employees. In this regard, the parties agreed that following conclusion of negotiations a National New Technology Training Committee will be established. This committee will be comprised of seven (7) members from the company and seven (7) members from the union including both skilled and non-skilled union representatives. It is the intent that this committee identify and make available appropriate specialized training programs so that employees may be capable of continuing to perform work as it is impacted by technological change.

Local New Technology Training Committees will be established at locations where they currently do not exist with membership derived from the existing union representation structure.

During negotiations the parties discussed the progress of each location's New Technology Training Committee. It was acknowledged by the company and

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the union that an increased emphasis on regular meetings would enhance the effectiveness of these committees. Accordingly, it was agreed that following conclusion of negotiations, each plant's human resources manager (or designate), plant chairperson, and skilled trades chairperson would meet to establish a regular schedule for committee meetings.

Upon prior notification to the plant human resources manager, Chrysler Canada Inc. CAW Skilled Trades Coordinators may participate in local committee meetings in a facilitator role. Issues arising in connection with this paragraph may be referred for resolution to the national union and Staff Labour Relations. (n05)

(b) The parties agreed that an annual National New Technology Training Committee meeting will be held. It was agreed that programs such as fiber optics, robotic programming, pneumatics, hydraulics and laser equipment are appropriate subjects for discussion at the next annual meeting.

(c) Additionally, the parties also acknowledged the program in place that deal directly with establishing an overall commitment to quality, safety, on-the-job, assignment specific and technical training as well as upgrading and license renewals. As is often the case, many employees may receive an average of eighty (80) hours of training, and in some cases, this amount is set as a stretch target. Although both parties understand that the type and length of training will vary among the individuals and their respective trade, the company understands the importance to provide applicable training courses wherever and whenever the need arises.

(d) During negotiations the parties discussed the requirement for skilled trades employees to be certified

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and/or licensed to perform skilled trades work with legislated technical standards such as Technical Standards & Safety Authority (TSSA). The company assured the union that it will fulfill its obligations to both existing and future legislation, and its skilled trades workforce as detailed in the collective agreement.

Additionally, the company agreed to meet annually with the Master Skilled Trades Committee to identify both current and future legislated certification, training and licensing requirements and the impact of these on plant efficiencies, productivity, and skilled trades workforce. (n05)

Any problems not resolved in such discussions may be submitted to the grievance procedure or to the deliberations of the National Training Committee, or to any other procedure on which the parties may agree. (c05).

### **(17.10) Understanding Re: Permanent Job Losses**

During negotiations the parties discussed the extensive structural change that has already, and will continue to take place, in the North American automotive industry. Our discussions focused on two key aspects of this complicated issue: the need to maintain each Chrysler Canada Inc. location as a productive manufacturer of world class quality products in the North American automotive market and to ensure that Chrysler Canada Inc. employees, who contribute to the success of the Company, have their jobs and incomes protected as restructuring actions are taken. In addition, we have recognized the importance of the parties at both the local and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

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With these objectives in mind, we have agreed that the understanding listed below will govern the parties in the event that restructuring or productivity-related actions may result in permanent job losses. These permanent job losses are those occasioned by specific actions taken by the Company. For example, outsourcing, the introduction of new technology, sale of part of the Company, and consolidation of operations would be actions contemplated by this understanding. The understanding would not apply to normal cyclical fluctuations in demand or the reduction of employees on "temporary" assignments. It is also understood that this program does not replace the ongoing discussions which continually take place at the local level regarding production standards and staffing requirements.

(a) Where such permanent loss of jobs is considered, one year notice will be provided to the Union in the case of plant closure and six months notice will be provided to the Union in the case of a potential permanent job loss related to a restructuring as referred above. The information supplied to the Union will include the number of employees who could potentially be impacted and the rationale for the decision. It is understood that the information will be used for discussions between the parties and the workforce, and will be considered confidential. The Union will have the opportunity to make proposals which could alter or modify the decision.

(b) During the course of these discussions, the objectives of the parties will be the retention of the jobs in question. To that end, the parties will discuss opportunities to retain or replace the jobs which are being discontinued. The Union will have thirty days from the date of notice to make proposals which could make it feasible to retain or replace the jobs in question.

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(c) 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. The use of attrition is the subject of a separate letter between the parties.

### **(17.11) Restructuring – Job and Income Protection**

During negotiations, in a separate letter between the parties, we described the process that would be followed in the event that restructuring actions may result in permanent job losses. In that letter we agreed that the objective of the parties will be the retention of the jobs in question. We also agreed that if job losses become unavoidable, every effort will be made to use attrition to manage the required reductions.

The instant letter describes the process that will be implemented, and the benefit entitlements that will be provided to employees under three separate scenarios: (1) closure of stand-alone plants, (2) closure of a plant(s) at a multi-plant site, and (3) restructuring actions resulting in permanent job losses at any plant. The scenarios are detailed below as follows:

## **PLANT CLOSING**

### **Stand-Alone Plants**

As closure approaches and operations begin to wind down, employees who (1) are any age and have 28.1 or more years of Credited Service; (2) are age 54 or older but less than age 60 and within two years would have sufficient combined years of age and Credited Service to equal 85 or more; and (3) are age 60 or older but less than age 65 and have ten or more years of Credited Service or are age 61 or older but

## **JOB SECURITY**

less than age 65 and have 9.1 but less than 10 years of Credited Service, will be contacted regarding retirement under the Regular Early Retirement provisions of the applicable Non-Contributory Pension Plan and, if eligible, for Regular Early Retirement, may retire immediately and receive the retirement allowance described in Letter (17.6), Retirement Allowance Option - Job and Income Protection Plan. Employees who are age 55 or older but less than age 65 and who have ten or more years of Credited Service (including any such employees who are also eligible for Regular Early Retirement) will be offered Special Early Retirement commencing on or before the announced closing date and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. Employees who are age 50 or older but less than age 55 and who have 10 or more years of credited service at the date of closure and are not eligible for Regular Early Retirement will be offered benefits under the Pre-Retirement Income Maintenance Program (PRIMP) and be eligible to receive the retirement allowance described in Letter (17.6) upon commencement of PRIMP benefits.

At time of closure, remaining employees, including eligible employees who declined to elect immediate Regular Early Retirement or who declined the offer of Special Early Retirement or PRIMP will be placed on layoff. All such employees with 5 or more years of Seniority, except those who meet the age and service requirements for Regular or Special Early Retirement or PRIMP will be eligible to apply immediately upon layoff for a lump sum payment under the Voluntary Termination of Employment Plan (VTEP). Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the

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employee has less than 5 years of Seniority at layoff or because the employee meets, at the date of layoff, the age and Credited Service requirements for Regular or Special Early Retirement or PRIMP will:

- be eligible for Regular Benefits under the Supplemental Unemployment Benefit (SUB) Plan provided the employee has at least one year of Seniority as of the employee's last day worked prior to layoff;
- be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement; and
- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUBenefits and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.



### Multi-Plant Sites

On a site-wide basis, before closing layoffs are affected, the number of employees in the workforce will be reduced by:

(1) Laying off employees with hire or rehire dates on or after the date closing was announced;

(2) Offering the opportunity to employees at any age who have 28.1 or more years of Credited Service to:

(a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or

(b) if not eligible to retire, or if option 2(a) not chosen, to be placed on layoff, with eligibility for Regular SUBenefits;

(3) Offering the opportunity to employees (excluding those who also may be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service to equal 85 or more to:

(a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or

(b) if not eligible to retire, or if option 3(a) not chosen, to be placed on layoff, with eligibility for Regular SUBenefits;

(4) Offering Special Early Retirement to employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement;

(5) Offering the opportunity to be placed on layoff, with eligibility for Regular SUBenefits, to employees

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who are age 60 or older but less than age 65 and have 10 more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of Credited Service; and

(6) Offering employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) an opportunity to apply for VTEP.

If the total number of employees who accept an offer under (2), (3), (4), (5) or (6) above exceeds the number of jobs that will be permanently lost due to the closing, individual elections will be effected in Seniority order until the resulting number of separations equals the expected job loss.

At time of closure, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority at layoff or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

- be eligible for Regular Benefits under the SUB Plan;
- be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement or be eligible for recall to work at a plant in the same unit, whichever may occur first; and

## **JOB SECURITY**

- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirement for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUBenefits and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

## **PERMANENT JOB LOSS**

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

- (1) Employees who have not attained Seniority will be placed on layoff;

## **JOB SECURITY**

(2) If the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees at any age who have 28.1 or more years of Credited Service will be offered the opportunity to:

(a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or

(b) if not eligible to retire, or if option 2(a) not chosen, be placed on layoff, with eligibility for Regular SUBenefits;

If at the time of workforce reduction there are employees with less than one year of Seniority at work, step 2(b) will not apply;

If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under (1) above, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

(3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (excluding those who may also be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service equal to 85 or more will be offered the opportunity to:

(a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or

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(b) if not eligible to retire, or if option 3(a) not chosen, be placed on layoff, with eligibility for Regular SUBenefits;

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, step 3(b) will not apply;

If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the two preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

(4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service will be offered Special Early Retirement and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the three preceding steps, exceeds the number of jobs that will be permanently lost, Special Early Retirements will be approved in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost;

(5) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who are age 60 or older but less than age

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65 and have 10 or more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 or more but less than 10 years of Credited Service will be offered the opportunity to be placed on layoff with eligibility for Regular SUBenefits. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the four preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, employees will not be offered the opportunity to be placed on layoff with eligibility for Regular SUBenefits.

(6) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the five preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.

These actions will be taken and administered on a site-wide basis at multi-plant sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary

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workforce reductions, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

- (i) be eligible for Regular Benefits under the SUB Plan;
- (ii) be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement (or at a multi-plant site, be eligible for recall pursuant to the Collective Bargaining Agreement, whichever may occur first); and
- (iii) provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUBenefits and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the

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employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

Following the notice of a restructuring event and if, after steps (1) through (6) above have been completed, the number of separations achieved is less than the number of jobs lost then the difference between the number of separations and the jobs lost will be accumulated as a reserve. The Company will repeat steps (2) through (6) every six months, or earlier by mutual agreement among the parties, during any period in which employees at the affected location remain on indefinite layoff until a number of additional separations equal to the lesser of the reserve or the number of employees on indefinite layoff, is achieved.

In addition, the Company and the Union may through mutual agreement, implement steps (2) through (6) at other Company locations during any period of time when the number of required separations has not been achieved.

The above commitments were executed in a spirit that recognizes the need to ensure that Chrysler Canada Inc. operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve our shared objective of maintaining Chrysler Canada Inc. as a



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viable entity in the North American automotive market.  
**(c09 Addendum)**

### **(17.12) Rights Under Job & Income Protection**

During the recently concluded negotiations the Union expressed concern regarding seniority employees who are laid off as a result of an action described in Letter (17.11) - Restructuring - Job and Income Protection who secure employment through the Preferential Hire opportunities at another company facility and within five years of the original layoff date are again indefinitely laid off without expectation of recall.

The Company agrees that under these circumstances the employee will be given the option to remain on layoff from the last facility where they were employed or to exercise their rights under Letter (17.11), Job and Income Protection available to them at the time of the original layoff.

### **(17.13) Canteen Security Services**

Canteen Company will be instructed to terminate the services of the Armed Guard Security on Chrysler property.

### **(17.14) New Work Programs**

During the current negotiations, the parties discussed new work programs within the scope of the Security activity relating to the Windsor Area Plants.

While the Company retains the ultimate discretion as to the implementation of new work programs, the parties agree that discussions and reviews regarding such matters can bring into sharper focus, in specific instances, factors which can impact such decisions

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and provide the opportunity for meaningful Union input into such decisions.

Accordingly, the Manager of Security will meet with Union Representatives to provide a means of regularly addressing the subject of new work programs and their potential impact upon current practices.

### **(17.15) Outside Firms**

During our recent contract negotiations you discussed with us your concern regarding possible future loss of employment opportunities of employees represented by your Union through contracting of certain work to outside firms.

We informed you that the Company intends to continue our current practices as it relates to such matters. Persons other than those covered by this agreement will not be utilized in the plants and offices covered by this agreement to replace seniority employees on work, normally and historically performed by them. The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit the work which a vendor must perform to prove out equipment.

If the National Union believes the Company has contracted work to outside firms without giving full consideration to the employment opportunities for employees, the National Representative may discuss such matters with the Staff Labour Relations.

### **(17.16) Proposed Methods or Systems Changes**

The level of communication between various operating components of Chrysler Canada Inc. and the Industrial Security Department in relation to proposed methods or systems changes that have the potential of

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affecting the quality or quantity of work performed by Security employees was discussed at length during recent negotiations.

The parties agreed to meet within ninety (90) days following ratification to establish an arrangement for communication by Management to the CAW Security of proposed changes in a timely manner to provide an opportunity for input from the CAW Security.

### **(17.17) Service Contracts and Warranty Arrangements**

The parties shall meet periodically to discuss service contracts and warranty arrangements which relate to Industrial Security at which time the Union will be afforded an opportunity to provide input on those matters which can be achieved in an efficient manner.

### **(17.18) Supervisors Working**

Supervision will not replace employees in the bargaining unit in the performance of their regularly assigned work unless an immediate emergency exists requiring special attention or unless for the purpose of giving instruction.

Non-bargaining personnel shall not be assigned to perform bargaining unit work.

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**(18.1) Collective Agreement**

The Company will publish and furnish to the Local Union an updated list in booklet form of all outstanding Local Agreements signed by CAW Chrysler Security and the Company.

**(18.2) Department Postings**

Department postings will be displayed at the following work locations: plant gates, WAP fire stores and construction gates.

**(18.3) Gatehouses**

**(a) Air Conditioning**

Air Conditioners shall be cleaned and serviced annually prior to warm weather.

The Company shall ensure the availability of replacement air conditioning units and microwave ovens, on Company premises, in the event off-premise service/repair is required.

**(b) Centre-3**

The bird screen netting at 3C will be maintained.

**(c) Cleaning**

All Gatehouses are scheduled for regular cleaning. Regular cleaning of Gatehouses will take place on those days whenever Office/Plant Janitorial forces have been scheduled to work.

The Company agrees that the window cleaning of the Gatehouses at the Windsor Assembly Plant complex shall be performed by CAW personnel.

If a Shift Steward is not satisfied with the housekeeping of a gatehouse the Unit Chairperson

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will give the Shift Supervisor a written list of complaints for immediate action.

(d) **Computer Terminals**

The Company agrees to install computer terminals at all security facilities. Computers shall have the ability to access on-line and send messages to other security terminals (Incident Log).

(e) **Eyeglass Station**

The Company shall install an eyeglass cleaning station at 3 Main Gatehouse.

(f) **Fire Stores – WAP**

(1) The Company shall maintain the CO<sub>2</sub> refill compressor and tank located at WAP Fire Stores.

(2) Shower & Locker Facilities; The Company agrees to investigate the feasibility of remodeling existing facilities to provide proper shower and locker facilities to accommodate the workforce. In the event that the existing Fire Stores is relocated, any new structure will provide additional and appropriate locker and shower facilities to properly accommodate the workforce. (n02)

(g) **Furniture**

Chairs suitable to each gatehouse shall be provided to accommodate the needs of Security Officers.

Gatehouse chairs shall be cleaned on a quarterly basis, two additional chairs shall be procured, stored for replacement units and old chairs shall be replaced as they are worn out.

An annual review shall also be conducted regarding the above, in January of each year, with the Gatehouse Committee.

(h) **Gatehouse Committee**

(a) The windows will be cleaned as required as

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agreed upon by the Gatehouse Committee.

(b) The Gatehouses will be painted as required, as agreed upon by the Gatehouse Committee.

(i) **Inspection Lights**

Hand held, cordless inspection lights will be procured for the Ypres, Grand Marais truck gate and the Windsor Assembly Plant Main gate.

(j) **Jitney Shelters**

The Company agrees to maintain jitney shelters at WAP Main Gate.

(k) **Label Maker**

The Fire Marshal Supervisor will make arrangements to have Fire Marshal labels processed upon request.

(l) **Lockers**

Two (2) personal lockers will be placed at each security gate.

(m) **Main Gate – WAP**

i) The company agrees to install an outside buzzer at WAP Main Gate for the visitor parking lot.

ii) An additional outside phone line will be installed at WAP Main Gate

(n) **Refrigerators**

The Company agrees to install small refrigerators in all gatehouses, with the exception of 3 Main, and Fire stores where they will be maintained as needed.

(o) **Smoking**

The Company agrees to erect a plexiglass enclosure to provide wind/weather protection for employees who smoke when assigned to WAP Main Gate. It is understood, notwithstanding the above, that both parties must comply with the

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existing and any future legislative regulations enacted by the Ministry of Labour.

(p) **Sunscreening**

The Company agrees to provide sunscreening on any window that causes glare on a V.D.T.

(q) **Sunscreen Lotion**

The Company agrees to supply sunscreen lotion and dispensers for 3 Main Gatehouse, and the Grand Marais Truck Gatehouse.

(r) **Temporary Shelter**

Management shall provide adequate temporary accommodations whenever renovation activity hampers the ability of a security employee to perform the employee's functions.

The Company shall provide a vehicle for any Security Department employee when directing traffic at the Windsor Assembly Plant crossing location.

Management recognizes the need for suitable Security facilities to accommodate temporary fence openings, construction projects, work assignments, etc. When these situations occur the Unit Chairperson will discuss with the Manager of Security the placement of a mutually acceptable facility to meet these needs.

(s) **Tornado Tower**

The Company agrees to provide an improved Tornado Tower facility at the Penthouse Level, Windsor Assembly Plant. The facility shall be fully enclosed, lockable and be furnished with the appropriate furniture and necessary equipment.

(t) **Waste Treatment Gate**

The Company agrees to retrofit the security Waste Treatment Perimeter gate with the system currently used in the plants.

**(u) Water Coolers**

- (i) Water cooler/fountain filters shall be changed in conjunction with Windsor Assembly Plant program.
- (ii) Bottled water and coolers shall be provided at gatehouses where piped in water is not available.

**(v) Window Tinting – 3-South**

The Company agrees to provide one way tinting for the 3-South interior windows.

**(w) The Company agrees to provide the following items:**

- (i) printers for use by Security at all gates
- (ii) extra phone lines at all gates for visitor communication
- (iii) locate and control digital camera at 3 main dispatch
- (iv) recycling boxes at all gates. (c02)

**(18.4) Relief**

**(a) Comfort**

The parties discussed comfort relief at a great length during negotiations. As a result of these discussions Management informed the Union that a Security Officer upon request, shall be given prompt relief unless otherwise agreed.

Prompt relief for the above purposes means within fifteen (15) minutes of the Security Officer's request. It is also agreed, the log system as discussed shall be implemented.

**(b) General**

Company agrees to provide comfort relief and adequate time for lunch.



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Management agrees to provide a daily regular relief for work breaks, comfort and eating periods to all Security Officers and Fire Marshals on all shifts.

### **(18.5) Review of Personnel Records**

The Union expressed concern as to the right of employees to review their personnel records.

This will confirm that the right of an employee to review the employee's personnel records, will be extended as a matter of policy to Chrysler employees covered by the Agreement between the Company and the National Union, CAW.

### **(18.6) Uniforms**

#### **(a) Appearance Standards**

The parties discussed the Company's appearance standards for Plant Protection employees.

As a result thereof, the following specific modifications will be adopted:

#### **Hair**

Hair should be neatly trimmed.

#### **Facial Hair**

Beards and moustaches are permitted and shall be neatly trimmed.

With the expectation of the foregoing, all other appearance standards shall continue in effect.

(b) The parties agreed the Company will continue to provide all specially prescribed articles identified within this provision. The Company will maintain accepted provisional work practices defined within the uniform/gear ordering process. The uniform allowance provided by the Company will be \$2,400 over the duration of the Agreement representing \$600 annually. Additional allowance for members working under the classification & assignment of DVR's (Disability

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Vacation Relief Officers) shall be entitled to an additional reasonable allowance as mutually agreed upon. Allowance for Temporary Part Time employees (T.P.T's) shall be based on a reasonable provision of required items as mutually agreed upon. Allowance provided will cover the following items:

- (i) Mini mag flash light with belt holder
  - (ii) Gear bags
  - (iii) Gloves
  - (iv) Silent Key Holders
  - (v) Micro-shield Pouch kit
  - (vi) Master number/badge number stamps - key holder style
  - (vii) Confined Space coveralls - flame retardant (c/s team members)
  - (viii) Zip line belt holders
  - (ix) Duty web belts
  - (x) Notebooks and Covers
  - (xi) SCBA Masks (fitted)
  - (xii) Belt Keepers
  - (xiii) Leather Mic Clip
  - (xiv) Currently selected shirts, pants, sweaters, coats and jackets shall be maintained as available
  - (xv) Authorized Head Gear
- (c) **Company Issued Uniforms**
- (i) The Company will furnish employees with all special prescribed articles of uniform, including safety shoes as negotiated by Local Units, that the Company requires them to wear, and will furnish reasonable maintenance of such articles when properly used.
  - (ii) The employees shall maintain the special prescribed shirts furnished by the Company.

(d) **Date Books**

The Company agrees to provide date books for security department employees.

(e) **Identification – Union Officials**

The Company shall make available new, larger pocket identification for all Union officials.

The Unit Chairperson, Shift Stewards, Recording Secretary, Committeeperson, Health and Safety and Benefit Representatives will be allowed to wear an identification pin.

(f) **Non Issue - Cold Weather Garments**

It is agreed that if necessary due to inclement weather that personal cold weather vest, sweater and earmuffs of like colours of the uniform maybe worn. Non-issue sweaters and vests may not be worn as outer garments and must be concealed by the uniform coat or jacket.

(g) **Safety Vests**

“Security” safety vests shall be provided to all Security employees.

(h) **Uniform Orders**

In order to improve the quality of uniforms, the Company shall, through discussions with the Unit Chairperson, purchase alternative, mutually acceptable attire, when the existing stock is depleted.

All uniform purchases shall be mutually reviewed and selected by the parties. It is also acknowledged by the parties that Corporate Standards, regarding the above, shall be adhered to.

(i) The Company agreed to provide the following items:

(i) medical gloves at all gates

(ii) fall protection harnesses for seniority

- employees
- (iii) emergency lighting on all confined space carts
  - (iv) confined space mannequin for confined space training purposes (Rescue Randy)
  - (v) confined space rescue carts shall be stocked with proper responding equipment (supplied air rescue apparatus)
  - (vi) emergency response carts and vehicles shall be equipped with S.C.B.A. brackets
  - (vii) spanner wrenches and hydrant wrenches in all licensed security fire vehicles. (c02)

**(18.7) Union**

**(a) Unit Chairperson**

The Unit Chairperson's file cabinet will be located in the Union office.

Copies of department postings, communications and directives shall be provided to the Unit Chairperson prior to posting where possible.

Management will allow the Unit Chairperson access to certain department records; i.e., duty sheets, leaves of absence requests and denials, vacation schedules, etc.

It is understood the Unit Chairperson must receive clearance from the Security Officers to have access to personal documents.

Management shall notify the Unit Chairperson of work schedule changes.

Management will advise the Unit Chairperson in advance of any significant changes in work assignments. Upon request, Management will discuss these changes with the Unit Chairperson.

Management will advise and provide the Unit Chairperson with any telephone number or address changes for Security employees.

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The parties agree that the Unit Chairperson and the Manager of Security will develop a local Security confined space procedure.

The company agrees to meet with the Unit Chairperson each December to outline potential bi-monthly and TPT meeting dates for the succeeding year.

### **(b) Union Supplies and Office**

The Company shall provide the Union with an office. Said office shall be equipped with a telephone and extension, desk, chairs, and filing cabinets. The office will be enlarged and equipped with an exhaust system.

The Company shall supply the Union with binders; file folders, etc. upon request. The parties agree said requests shall be responsible in nature and submitted to the Security Manager from the Unit Chairperson.

The Company will provide a modern computer, equipped with intranet and internet access, fax and laser printer to the union. (c02)

### **(18.8) Chrysler Canada and C.A.W. Local 195 Memorandum of Understanding on Conflict of Interest and Competitiveness**

On February 7, 1996 Chrysler Canada Inc. (the "Company") filed an application with the Ontario Labour Relations Board to decertify the C.A.W. as the bargaining agent for Chrysler Canada Security personnel. The parties held meetings on February 26, 1996 and February 27, 1996 to discuss this action and reached the following agreement:

#### **A. Conflict of Interest**

The parties recognize that Security personnel are placed in a potential conflict of interest when they, and

## **GENERAL**

the employees whose actions they monitor are members of the same Union. As a result the parties agree to the following provisions to ensure this conflict is eliminated:

1. Issues arising between the Company and C.A.W. Locals 444, 195 and/or 1498 will be handled on a mutually exclusive basis. This in no way limits National Representatives of the C.A.W. from their normal undertakings on behalf of C.A.W. members belonging to these units.
2. The Union reaffirms its commitment to the Company as outlined in Section (1.7) Strike Prohibited of the Chrysler Canada Inc.-CAW Security Agreement.
3. Security personnel represented by the C.A.W. will appear and testify on behalf of the Company as required at trials, hearings and/or appeals notwithstanding the C.A.W. membership and/or status of the accused, complainant or grievant.
4. Letter (74) Inclusion of Units in Schedule "A" and Letter (75) Inclusion Schedule "B" of the 1994 Chrysler Canada Inc.-CAW Security Agreement are hereby deleted.
5. Following the ratification of this Memorandum of Understanding the Chrysler Canada Manager-Security, the C.A.W. Local 195 Unit Director and Unit Chairperson will convene joint meetings of Security personnel wherein the parties' commitment to eliminate potential conflict of interest will be reaffirmed.
6. Should problems arise where Chrysler Canada management believes Security personnel performance has been compromised by C.A.W. membership; meetings will be promptly held to resolve the matter.

**B. Competitiveness**

The parties agree the Company must be competitive in all aspects of its business. To that end, the parties agree:

1. Unless otherwise stated in this Memorandum of Understanding the provisions of the Chrysler Canada Inc.-CAW Security Agreement remain unchanged for employees named in Attachment A.
2. Effective with the ratification date of this Memorandum of Understanding all security personnel not named in Attachment A will be assigned to the hourly rated job classification (5020 - Security Officer) and paid on an hourly-rated basis. The rate for such classification will **be** subject to the provisions of Section (9.4) 2 Wage Progression.
3. Unless otherwise referenced in this Section 3 below, the benefit and pay practice provisions applicable to Security personnel defined in Section 2 above will be administered identically to all other Windsor area Chrysler Canada hourly-rated employees covered by the P&M.

Exceptions:

- (a) Vacation, P.A.A. and S.P.A. entitlement will be scheduled and administered consistent with the vacation administration practices contained in Section (13).
- (b) The provisions of Section (8.21) Banking, of the Agreement between Chrysler Canada and the C.A.W. Local 195 Security Unit, will apply to hourly-rated Security personnel.

## GENERAL

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- (c) Notwithstanding section (8.7) of the P&M the seven day operations premium will be twenty-five cents (25¢) for full time Security Officers.
  - (d) Notwithstanding section (8.6) (c) of the P & M the parties agree that entitlement under this section shall be interpreted in an identical manner for salaried and hourly rated employees and will be governed by Letter (8.11) of the Chrysler Canada Inc.- C.A.W. Security Agreement.

As a result, the Union recognizes that hourly-rated Security personnel will not be entitled to payment for “casual time”, participation in the Optional Group Life Insurance Program, the Salaried Employees Retirement Plan, the Salary Continuation Plan, the Salaried Employees Savings Plan, and other benefit and pay practice provisions that apply uniquely to Chrysler Canada salaried employees represented by the C.A.W.

- 4. It is understood that hourly-rated Security personnel and salaried Security personnel will be considered the same for operating purposes.
- 5. During the implementation phase of this Memorandum of Understanding, the parties will meet regularly to discuss issues of concern.

### **C. Overtime Banking Procedure between Chrysler Canada Inc. and C.A.W. Local 195 Security Unit**

The subject section is hereby amended as follows:

- 1. The maximum number of hours allowable for banking purposes, as defined in Section (8.21) - Overtime Banking Procedure, is hereby increased to forty (40) hours.



## **GENERAL**

2. The number of days' advance notice required to request banked time off, as outlined in Section (8.21) – Overtime Banking Procedure, is reduced to four (4) days.
3. Notwithstanding current practice, and employee may use banked hours in units of no less than eight (8) hours.

### **D. Temporary Part-Time Employees**

The parties agree that the Company may hire hourly-rated temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in any operation covered by this Chrysler Canada Inc.-CAW Security Agreement as amended by this Memorandum of Understanding.

Therefore this Memorandum of Understanding shall govern the employment of such temporary part-time employees.

1. Temporary part-time employees are hourly-rated employees hired by the Company who shall normally be scheduled to replace security personnel absent due to the provisions of Agreement Section (8.21) – Overtime Banking Procedure and approved Leaves of Absence (L.O.A.), but in any case will not be individually scheduled for more than three calendar days in a seven-day pay period.
  - (a) On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled for the Security department.
  - (b) Temporary part-time employees may be scheduled to work daily overtime and on days for which regular full-time employees receive premium pay as such for time worked provided

## GENERAL

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- they do not displace regular full-time employees.
- (c) The employment by the Company of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the Chrysler Canada Inc.-CAW Security Agreement provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the Security unit pursuant to such a reduction may request to displace a temporary part-time employee. Seniority employees who displace temporary part-time employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part-time employees.
- (d) A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such layoff is hired to work as a temporary part-time employee shall be paid a rate determined in accordance with Section B.2 of this Memorandum of Understanding. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the HSMDDVH coverage, but not Supplemental Unemployment Benefits (SUB), to which the employee would have been entitled if the employee had continued as a laid off seniority employee, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.
2. Temporary part-time employees hired on or after the effective date of this Memorandum of

## GENERAL

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Understanding shall be hired at a rate equal to eighty-five percent (85%) of the full base rate of the classification referenced in Section B.2. At the beginning of the first pay period following three hundred sixty-five (365) days actually worked they shall receive an increase to ninety-two and one-half percent (92.5%) of the full base rate. At the beginning of the first pay period following seven hundred and thirty (730) days actually worked they shall receive the full base rate. A temporary part-time employee will receive credit for seven days worked for each pay period during which the employee works.

3. A temporary part-time employee shall not accumulate time toward the fulfillment of the 90 day probationary period while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular fulltime employee, the employee shall be considered a new hourly employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
4. The Company may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, colour, religion, age, sex, national origin, sexual orientation, or disability.
5. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Memorandum of Understanding.

## GENERAL

6. A temporary part-time employee shall be subject to the provisions of Sections (1.7) through (1.10) inclusive of the Chrysler Canada Inc.-CAW Security Agreement. The initiation fee and monthly dues regularly required of temporary part-time employees shall be as determined by the National Union, CAW. Notice of the amounts of such fee and dues shall be given to the Company in writing by the National Union, CAW.
7. A temporary part-time employee shall not be covered by the SUB Plan (Exhibit A), Pension Agreement or the Insurance Program, the Legal Services Plan or the Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan except as provided in Sections D.1(d) and D.10 of this Memorandum of Understanding. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Memorandum of Understanding and the following sections of the Chrysler Canada Inc.-CAW P & M Agreement:
  - Section (8.1) (8.2) (8.6)
  - through (8.12) - Working Hours
  - Section (9.2) - Cost-of-Living Allowance
  - Section (9.1)(a) - General Increase
8. A temporary part-time employee shall be paid time and one-half for time worked in excess of eight (8) hours in any continuous twenty-four hour period beginning with the starting time of the temporary part time employee's shift and for time worked in excess of forty (40) hours per week. A temporary part-time employee shall be paid for hours worked on Sunday in accordance with the provisions of

## GENERAL

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Section (8.4)(b) Chrysler Canada Inc.-CAW Security Agreement.

9. A temporary part-time employee shall receive eight (8) hours pay at the temporary part-time employee's regular straight time hourly rate for any of the holidays enumerated under Section (12.1) of the Chrysler Canada Inc.- CAW Security Agreement when such holidays occur on a regular workday of the employee's workweek, provided the employee (1) actually worked at least ninety (90) days prior to such holiday, (2) worked the employee's last scheduled working day prior to and the employee's next scheduled working day after such holiday within the scheduled workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
10. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Company will pay the premiums for coverage for any month in which the employee receives pay from the Company for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated. Temporary part-time employees will also be provided the following coverage as set forth in Exhibit G to this agreement:
  - (i) Prescription Drug Expense Benefits as set forth in Appendix I
  - ii) Semi-Private Hospital Accommodation as set forth in Appendix H
  - iii) Out of Province HSM Coverage and Assistance as set forth in Appendix F, Section XIV

## GENERAL

iv) The Ontario Health Insurance Plan as set forth in section I A.

Coverage for temporary part-time employees does not include dental, vision, hearing aid, extended health services, other expenses provide for under Exhibit G, or other benefits provided under the Insurance Program.

Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment is terminated.

11. Use of Temporary Part - Time Employees beyond the provisions contained in this Memorandum of Understanding will require the consent of the Unit Chairperson, or the Unit Chairperson of CAW Local 195 Security Unit.
12. The Manager of Security will meet with Union Representatives to provide a means of regularly addressing the subject of temporary part - time employees.
13. Temporary Part Time Program - Discussion

Security management, upon request by the Union, will meet with the appropriate representatives to discuss the temporary part time program. During such meetings discussion may include but not be limited to issues such as numbers working and assignments.

This forum will allow the parties to examine areas of mutual concern and permit operating and administrative revisions that better satisfy the needs of the parties with an objective to resolve problems.

## **GENERAL**

Issues of continuing concern may be raised with the Chrysler Canada Staff Labour Relations by the National Union.

14. The Company shall maintain a TPT workforce that matches the Twenty-three percent (23%) ratio of TPT to full time currently in effect upon ratification of this agreement. (n02)
15. The Temporary Part Time Program and the Summer Student Program shall be mutually exclusive. (n02)
16. The parties agreed in these negotiations that the National Representative may discuss issues of continuing concern with the Director of Labour Relations and Labour Economics for Canada. It is further agreed the National Union, may cancel such Agreement by giving the Company ninety (90) days advance notice. Further within thirty (30) days of the program cancellation all banked overtime will be paid out and the Banked Overtime Program shall be terminated. (n02)

### **E. Withdrawal of Application to the Ontario Labour Relations Board**

Upon notification by the Union of the ratification of this Memorandum of Understanding the Company agrees to withdraw its application to decertify the C.A.W. as the bargaining agent for Chrysler Canada Security personnel.

### **Attachment A**

<u>Name</u>	<u>Master #</u>	<u>Name</u>	<u>Master #</u>
1. Dalpee, Don	4532	37. Zivanov, Milt	44773
2. Devine, Don	37645	38. Cunningham, Robert	5744
3. Thoms, Ken	4654	39. Gravel, Ron	5759

## GENERAL

4. Meloche, Jim	4708	40 Bryans, Charlie	5773
5. Binder, Ron	4560	41. Mulcaster, Howard	5780
6. Baker, Roy	3885	42. Reaume, Ken	5844
7. Mayberry, Dennis	40297	43. Waggott, Don	5862
8. Good, Ed	4979	44. Stubbington, Kevin	5669
9. Payne, Dave	5063	45. MacNeil, Don	5754
10. Turner, Dan	34007	46. Charbonneau, John	9461
11. Uttley, Randy	5184	47. Vickers, Darryl	9462
12. Pare, Mike	45720	48. Tortola, John	9465
13. Taylor, Mike	36427	49. Klokman, Wayne	5589
14. Whitfield, Wayne	5248	50. Rusnak, Ken	9485
15. Dufour, Jack	39604	51. Cooper, Joe	74596
16. Southerland, Bill	37075	52. Oshowy, Kurt	53811
17. McIntosh, Mal	42835	53. Konrad, Tony	72776
18. Barr, George	5403	54. Stojkovski, Anna	9684
19. Brown, Bob	5409	55. Mocer, Mario	84401
20. Windsor, Norm	3743	56. Castelluci, Mike	85961
21. Huth, Gerry	55887	57. Seguin, Tammy	86676
22. Simpson, Jeff	48287	58. Lauzon, Keith	C0306
23. Carter, Bruce	5608	59. Sullivan, Debbie	C0311
24. Buckley, William	5610	60. Moore, Robert	C0312
25. Corlett, William	5611	61. Cyrenne, Jodi	C0304
26. Skiba, Chet	5598	62. Bacho-Perez, Julie	C0305
27. Branch, Vic	5617	63. Le Good, Greg	C0313
28. Gordon, Robert	5618	64. Zoric, Matt	C0303
29. McCracken, Dwayne	5645	65. Scott, Ken	C0302
30. Wilding, Terry	5651	66. Ouellette, Rhonda	C0315
31. Mason-Rogers, Les	5653	67. Oneschuk, Jason	85683
32. Mio, Oliver	5661	68. Oneil, Shannon	C0307
33. Loewen, Peter	5674	69. McKee, Jason	88014
34. Blanchard, Archie	5677	70. Beloulis, Tony	88079
35. Fowler, Bryan	5685	71. Pidgeon, Colleen	C0149
36. Gawadzyn, George	5695		

### (18.9) Minute of Silence

The parties have discussed how the efforts of the men and women who have served, and continue to serve our country during times of war, conflict and peace could be honoured in company plants.



## **GENERAL**

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It was agreed that each year on November 11, where feasible, operations will cease at 11:00 AM in order that all workers may pause in a silent moment of remembrance for those who fought for Canada in the First World War (1914 - 1918), the Second World War (1939 - 1945), and the Korean War (1950 - 1953), as well as those who have served thereafter. (n05)

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**2009 Addendum Agreement to the 2008  
Security Unit Agreement**

**between**

**Chrysler Canada Inc.**

**and the**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)**

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**Agreement Between  
Chrysler Canada Inc.  
and  
National Automobile, Aerospace, Transportation and  
General Workers Union of Canada**

**DATED APRIL 24, 2009**

The Company and the Union have agreed to the terms set forth in this Agreement (including its attachments). This Agreement shall constitute an Addendum to the 2008 Security Unit Agreement between Chrysler Canada Inc and the National Automobile, Aerospace, Transportation And General Workers Union of Canada (CAW-Canada).

With respect to the terms of the attached Memorandum of Understanding calling for suspensions/eliminations of compensation or benefits, or other amendments to existing contractual provisions, the amendments and/or suspensions/eliminations will last until the expiration of the 2008 Security Unit Agreement or unless otherwise modified or terminated by mutual agreement of the parties.

The parties have agreed that the current 2008 Security Unit Agreement and all attached Supplemental Agreements will be extended one (1) year from the expiration date of September 14, 2011 and shall continue in full force and effect until 11:59 pm on September 17, 2012 when it shall automatically terminate.

This addendum shall become effective at the beginning of the first pay period following receipt of notice of ratification by

the Company from the Union as well as the receipt of Financial assistance and acceptance of Chrysler Canada's viability plan from both the Federal and Provincial Governments and shall continue in full force and effect until 11:59 p.m., September 17, 2012.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

**MEMORANDUM OF UNDERSTANDING  
RE: TUITION REFUND**

The parties agree to eliminate Section (16.34) Tuition Refund outlined in the current 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) for courses commencing on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING  
RE: HOLIDAYS DESIGNATED**

With the extension of the current 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada – (CAW-Canada), Section (12.1) Holidays Designated shall include:

October 10, 2011	Thanksgiving Day
November 11, 2011	Remembrance Day
December 26, 2011 December 27, 2011	Christmas Holiday Period

December 28, 2011	
December 29, 2011	
December 30, 2011	
January 2, 2012	
April 6, 2012	Good Friday
April 9, 2012	Monday after Easter
May 18, 2012	Friday before Victoria Day
May 21, 2012	Victoria Day
June 29, 2012	Canada Day
August 31, 2012	Friday before Labour Day
September 3, 2012	Labour Day

Brampton employees will not observe the November 11, 2011 holiday but instead will observe the October 7, 2011 holiday.

Etobicoke employees will not observe the November 11, 2011 holiday but instead, will observe the August 6, 2012 holiday.

**MEMORANDUM OF UNDERSTANDING  
RE: CHRISTMAS BONUS**

As part of an effort to offset the cost of retiree health care, the parties agree to eliminate Section (12.11) Christmas Bonus - \$1,700 attached to the current 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with the date of this agreement.

**MEMORANDUM OF UNDERSTANDING  
RE: NEW VEHICLE DISCOUNT PROGRAM**

The parties agree to eliminate Section (10.28) New Vehicle Discount Program in the current 2008 Security Unit

Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with vehicles purchased on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING  
RE: VACATION ELIGIBILITY**

As a result of the elimination of 1 week vacation, the following eligibility table will be amended as follows commencing with the 2009 vacation eligibility year (applicable to the 2010 vacation year)

<b>Continuous Service on December 31 which the vacation credit is earned</b>	<b>Vacation</b>
less than 1 year*	0.5 working days of vacation for each month of credit up to a maximum of 5.0 working days of vacation.
1 year but less than 2*	1.00 working days of vacation for each month of credit up to a maximum of 10.0 working days of vacation
2 years but less than 3*	1.10 working days of vacation for each month of credit up to a maximum of 11.0 working days of vacation.
3 years but less than 5 years	1.75 working days of vacation for each month of credit up to a maximum of 17.5 working days of vacation.
5 years but less than 10 years	2.00 working days of vacation for each month of



	credit up to a maximum of 20.0 working days of vacation.
10 years but less than 15 years	2.25 working days of vacation for each month of credit up to a maximum of 22.5 working days of vacation.
15 years but less than 20 years	2.50 working days of vacation for each month of credit up to a maximum of 25.0 working days of vacation.
20 or more years	3.00 working days of vacation for each month of credit up to a maximum of 30.0 working days of vacation.

\*Applicable to employees hired after May 19, 2008

**MEMORANDUM OF UNDERSTANDING  
RE: COLA ADJUSTMENT**

With the extension of the 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada), the following represents changes to Section (9.2) Cost-of-Living Allowance (COLA).

Section 9.2(b) shall be replaced with:

Effective with the adjustment scheduled for June 2012, the cost-of-living-allowance shall be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002=100)

<b>Effective at Beginning of First Pay Period Commencing on or After:</b>	<b>Based on Three-Month Average of the Consumer Price Index for:</b>
June 1, 2012	February, March and April, 2012

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

Section 9.2(c)(2) shall be replaced with:

The amount of the cost-of-living-allowance effective the beginning of the pay period commencing September 22, 2008 and ending June 3, 2012 shall be five cents (5¢) per hour.

Section 9.2(c)(3) shall be replaced with:

Effective June 4, 2012, the cost-of-living-allowance shall be adjusted as follows:

Section 9.2(c)(3)(i) shall be replaced with:

The COLA base is the average of the November, December 2011 and January 2012 Canadian Consumer Price Index (2002=100).

Section 9.2(c)(3)(ii) shall be replaced with:

There will be a one cent (1¢) adjustment for each 0.038 change in the average index from the COLA base until August 31, 2012.

**MEMORANDUM OF UNDERSTANDING  
RE: WAGE INCREASES**

The parties agree that the extension of the current 2008

Security Unit Agreement between Chrysler Canada Inc and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) to September 17, 2012 includes an extension to Section (9.1) General Increases for the entire term of this Agreement.

This memorandum confirms that the regular base rate for each classification covered by the above agreements shall remain the same at the expiration of this agreement between the company and the union.

**MEMORANDUM OF UNDERSTANDING  
RE: DEPENDENT CHILDREN SCHOLARSHIP PROGRAM**

The parties agree to reduce the Dependent Children Scholarship to eligible dependent children, provided for in Section (10.26) Dependent Children Scholarship Program from \$1,500 to \$1,300 per year.

This reduction in payment will be effective for courses commencing on or after January 1, 2010.

**MEMORANDUM OF UNDERSTANDING  
RE: SPECIAL CONTINGENCY FUND**

The parties have agreed to reduce expenses associated with the funds covered by the Special Contingency Fund (SCF) covered by the following actions:

- a) Effective September 17, 2009, the Workplace Training Programs shall be restructured to fund a total 28 hours per active employee over the balance of this agreement that will consist of 24 hours of

training and 4 hours of administration. Funding from this program shall be reduced proportionately to a total of \$13,747,274 over the remaining three years of the 2008 Security Unit Agreement.

- b) Effective September 17, 2009, the funding for the balance of the programs covered under the SCF (including the funds contained in Section (10.21) Memorandum of Understanding Special Contingency Fund, Section (10.23) Wellness, Childcare Facility Subsidy, Legal Services and National Coordinators) shall be reduced on a negotiated timetable and restructuring of the foregoing over the balance of this agreement. The combined savings must equal an average of \$750,000 per year over the remaining three years of the 2008 Agreement.
- c) Within 90 days of the effective date of this agreement, the parties will negotiate a timetable specifying the precise measures that will be implemented to achieve the commitments specified in (b) above.
- d) Should the hours worked by active employees fall significantly below the hours forecasted by the Company (ie. workforce reduction) to be worked during 2009 through 2011, the cost savings target specified in (b) above, will be proportionately reduced.
- e) Within 90 days of the implementation of this

agreement, the parties will convene a joint committee to review the legal services plan to address its funding status, structure, benefit coverage, financial sustainability and taxable status, with the goal of implementing measures to reduce the cost of its services.

**MEMORANDUM OF UNDERSTANDING  
RE: SOCIAL JUSTICE FUND**

With the extension of the current 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada), the contribution table in Section (10.18) Social Justice Fund will be amended as follows:

<b>Hours Worked</b>	<b>Payment Date</b>
09/26/11 – 12/25/11	01/31/12
12/26/11 – 03/25/12	04/30/12
03/26/12 – 06/24/12	07/31/12
06/25/12 – 09/23/12	10/31/12

**MEMORANDUM OF UNDERSTANDING  
RE: CAW LEADERSHIP TRAINING PROGRAM**

With the extension of the current 2008 Security Unit Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada), the contribution table in Section (16.5) CAW Leadership Training Program will be amended as follows:

<b>Hours Worked</b>	<b>Payment Date</b>
09/26/11 – 12/25/11	01/31/12
12/26/11 – 03/25/12	04/30/12
03/26/12 – 06/24/12	07/31/12
06/25/12 – 09/23/12	10/31/12

**MEMORANDUM OF UNDERSTANDING  
RE: \$3,500 PAYMENT**

The parties agree to delete the Unpublished Letter pertaining to the \$3,500 payment (vacation buy-down) included in the 2008 Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with the date of this agreement.

**MEMORANDUM OF UNDERSTANDING  
RE: NEW ENTRY LEVEL EMPLOYEE**

The parties have agreed that New Entry Level Employees hired on or after the date of this agreement will be subject to the wage, benefit and pension provisions outlined below notwithstanding all other provisions specified in the 2008 Agreements.

**Wage Progression**

- Hired at 70% of the full base rate of the applicable job classification
- 1<sup>st</sup> year anniversary date – increase to 75% of the full base rate
- 2<sup>nd</sup> year anniversary date – increase to 80% of the full base rate
- 3<sup>rd</sup> year anniversary date – increase to 85% of the

full base rate

- 4<sup>th</sup> year anniversary date – increase to 90% of the full base rate
- 5<sup>th</sup> year anniversary date – increase to 95% of the full base rate
- 6<sup>th</sup> year anniversary date – increase to 100% of the full base rate

#### Cost of Living Allowance (COLA)

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

#### Supplemental Unemployment Benefit (SUB)

- Not eligible for SUB payments until 3<sup>rd</sup> year anniversary date
- SUB credit unit accrual begins after 1<sup>st</sup> anniversary date at  $\frac{1}{4}$  credit unit per week worked for the subsequent 18 months, then  $\frac{1}{2}$  credit unit per week worked thereafter
- Employees with at least three (3) years of seniority but less than ten (10) years of seniority shall be eligible to receive SUB benefits for a maximum of 26 weeks at the current 65% of weekly straight-time pay. For up to the next 26 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.
- Employees with at least ten (10) but less than twenty (20) years of seniority shall be eligible to receive SUB benefits for a maximum of 39 weeks at the current 65% of weekly straight-time pay. For up to the next 39 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.
- Employees with twenty (20) or more years of

seniority shall be eligible to receive SUB benefits for a maximum of 52 weeks at the current 65% of weekly straight-time pay. For up to the next 52 weeks the SUB benefit will be calculated at 50% of Weekly Straight Time Pay.

#### Short Work Week (SWW)

- Not eligible for short work week payments until 3<sup>rd</sup> year anniversary date

#### Retiree Health Care

- Coverage will be subject to the provisions of the 2008 P&M Agreement unless altered by a Health Care Trust (HCT)

#### Pension

- Any employee hired on or after the effective date of this agreement will contribute one dollar (\$1.00) per hour worked toward the existing defined benefit plan effective January 1, 2010
- Pension credited service is capped at a maximum of 30 years for employees hired on or after the effective date of this agreement

All other contractual rights and benefit entitlement will be consistent with the 2008 Agreement.

### **UNPUBLISHED LETTER RE: RESTRUCTURING EVENTS AND INCENTIVES**

The parties have agreed to modifications in Letter 17.6 – Retirement Allowance Option – Job and Income Protection Plan due to events outlined in Letter 17.11 Restructuring – Job and Income Protection in the 2008 Security Unit



Agreement.

This memorandum confirms that previous negotiated language applying to all restructuring events announced or permitted under the 2008 Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) are protected, and those existing agreed terms will continue to apply to those events.

For any future restructuring events, as defined in Letter 17.11, that have not already been announced, the retirement allowance under Letter 17.6 will consist of a lump sum payment of \$50,000. In addition, a \$20,000 vehicle voucher will be provided.