

Agreement

between

CHRYSLER CANADA INC.

and the

**CAW / TCA
CANADA**

SEPTEMBER 24, 2012

PRODUCTION AND MAINTENANCE

01935 (11)

TABLE OF CONTENTS

	Section/ Letter	Page Number
PURPOSE AND INTENT		1
RECOGNITION	(1)	
Employees Covered	(1.1)	3
Schedule "A"	(1.1)	4
Management Rights	(1.2)	5
Excluded Personnel	(1.3)	5
Equal Application of Agreement	(1.4)	6
Workplace Harassment	(1.5)	6
Memorandum of Understanding		
Employment Equity	(1.6)	12
Strikes and Lockouts Prohibited	(1.7)	20
Requirement of Union Membership	(1.8)	21
Check-Off	(1.9)	22
Deductions	(1.10)	22
Indemnification	(1.11)	22
Memorandum of Understanding		
Union Dues Deductions	(1.12)	23
Optional Premiums/Union Dues		
Deductions	(1.13)	26
Plant Memorandum of Understanding	(1.14)	26
Special Provisions Pertaining to		
Skilled Trades Employees	(1.15)	26
Provisions Pertaining to Apprentices	(1.16)	27
Union Bulletin Boards	(1.17)	27
Withdrawal of Demands and		
Separability of Provisions	(1.18)	27
Termination and Modification	(1.19)	28
Notice	(1.20)	29
REPRESENTATION	(2)	
Number of Zones	(2.1)	32
Stewards	(2.2)	35
Plant Shop Committeepersons	(2.3)	36
Skilled Trades Representatives	(2.4)	37
Abuse of the Procedure	(2.5)	37
Conduct of Union Representatives	(2.6)	38
Consultation Conferences	(2.7)	38



TABLE OF CONTENTS

	Section/ Letter	Page Number
Benefit Plans Representatives.....	(2.8)	39
CAW National Health And Safety Coordinator.....	(2.9)	43
CAW National Employment Equity Coordinator	(2.10)	45
Ergonomic Representation.....	(2.11)	46
Workplace Safety Insurance Board Representative (WSIB).....	(2.12)	48
Employee Assistance / Substance Abuse Representative.....	(2.13)	49
Workers' Compensation Representative (WSIB).....	(2.14)	51
Overtime Entitlement – Union Representatives.....	(2.15)	53
Overtime / Temporary Layoff Work Opportunities (Benefit, Health and Safety, and Substance Abuse Representatives).....	(2.16)	53
Payment of Union Representatives During Local Negotiations.....	(2.17)	54
GRIEVANCE PROCEDURE.....	(3)	
Time of Answers.....	(3.1)	56
Presenting a Grievance	(3.2)	56
Membership of the Arbitration Board.....	(3.3)	60
Authority of Arbitration Board.....	(3.4)	60
Time of Appeals.....	(3.5)	62
Time Limit on Claims.....	(3.6)	63
Time Limit on Claims – Waived.....	(3.7)	64
Payment of Back Pay claims.....	(3.8)	64
Computation of Back Wages.....	(3.9)	64
Retroactive Adjustments.....	(3.10)	65
Withdrawal of Cases.....	(3.11)	65
Finality of Decisions.....	(3.12)	65
Appeal for Interpretation	(3.13)	65
Law Suits.....	(3.14)	66
Maintenance of Discipline.....	(3.15)	66



TABLE OF CONTENTS

	Section/ Letter	Page Number
Notice of Suspension, Disciplinary		
Layoff or Discharge	(3.16)	66
Union Representation	(3.17)	67
Appeal of Discharge	(3.18)	67
Use of Past Record	(3.19)	68
Grievance Procedure – Flow Chart	(3.20)	68
Reinstated Grievances	(3.21)	71
Grievance Disciplinary Action	(3.22)	72
Application of Section (3.16)	(3.23)	73
Discipline on Standards	(3.24)	74
WORK STANDARDS	(4)	
Work Standards	(4.1)	75
Work Standards – Disputes	(4.2)	87
Work Allocation – Assembly Operations	(4.3)	89
Mix and Overcycle Condition	(4.4)	91
Methodology	(4.5)	91
SENIORITY	(5)	
Probationary Employees	(5.1)	92
Seniority Lists	(5.2)	92
Loss of Seniority	(5.3)	92
Exceptions to Seniority and Job		
Opportunity Provisions – Disabled		
Employees	(5.4)	96
Reinstatement After Disability	(5.5)	96
Shift Preference	(5.6)	98
Student Hires – Seniority	(5.7)	98
Hiring Practice	(5.8)	98
Preferential Hires	(5.9)	98
Preferential Hires – Plant Closure	(5.10)	100
Rights Under Job & Income Protection	(5.11)	100
Correctional Services – Temporary		
Absence Program	(5.13)	101
Statement of Policy No. 1 Able to		
Satisfactorily Perform	(5.14)	101



TABLE OF CONTENTS

	Section/ Letter	Page Number
LAYOFF AND RECALL	(6)	
Layoff Definitions.....	(6.1)	103
Notice of Layoff.....	(6.2)	103
Recall.....	(6.3)	104
TRANSFER AND PROMOTION	(7)	
Transfer of Employees Between Plants.....	(7.1)	105
Transfer of Operations Between Plants.....	(7.2)	106
Discontinuance of Operations.....	(7.3)	106
Transfer Between Plants at Employee Request.....	(7.4)	107
WORKING HOURS	(8)	
Call-in and Call-back Pay.....	(8.1)	109
Shift Premium and Hours.....	(8.2)	109
Overtime Equalization Agreements	(8.3)	109
Time and One-Half	(8.4)	110
Double Time.....	(8.5)	110
Seven-Day Operations	(8.6)	110
Seven-Day Operations Premium	(8.7)	111
Overtime Pyramiding Prohibited	(8.8)	111
Payment for Day of Injury	(8.10)	112
Workweek Defined	(8.11)	112
Reporting Absences.....	(8.12)	112
Pay Practices.....	(8.13)	112
3 rd Shift Operations Sunday Night Start.....	(8.15)	118
Starting Times in Plants.....	(8.16)	118
Shift Schedule.....	(8.17)	118
Employment Standards Act.....	(8.18)	118
Memorandum of Understanding Distribution and Recording of Overtime.....	(8.19)	120



TABLE OF CONTENTS

	Section/ Letter	Page Number
WAGES	(9)	
Wage Increases	(9.1)	128
Cost-Of-Living Allowance	(9.2)	128
Rates During Agreement	(9.3)	131
Rate Book	(9.4)	131
Rates for New Jobs	(9.5)	131
Wage Progression	(9.6)	132
Deposit and Statement Distribution	(9.7)	134
Accumulation of Time –		
Higher Classifications	(9.8)	135
Reclassification	(9.9)	136
Wage Progression / COLA Fold-In	(9.10)	136
BENEFITS	(10)	
Benefit Exhibits	(10.1)	137
Bereavement Pay	(10.2)	137
Jury Duty	(10.3)	138
Leave For Union Business –		
Benefit Level Eligibility	(10.4)	139
Alcoholism and Drug Abuse	(10.5)	139
Child Care	(10.6)	141
Legal Services	(10.7)	142
Eligibility to Apply for		
Chrysler Scholarship	(10.8)	142
Employee – Retiree New Vehicle		
Purchase Program	(10.9)	142
Chrysler Product Programs	(10.10)	143
Job Counseling and Placement		
Assistance Program	(10.11)	144
Pension – SIB	(10.12)	144
Joint Letter on Public Pension Policy		
And Guarantees	(10.13)	145
Pension Benefit Reduction	(10.15)	147
E.I. Premium Rebate	(10.16)	147
Annual Benefits Meeting	(10.17)	148
Social Justice Fund	(10.18)	149



TABLE OF CONTENTS

	Section/ Letter	Page Number
Maternity, Parental and Adoption Leaves.....	(10.19)	150
Resolution of Disputes – Benefits Plans And Pension Agreement.....	(10.20)	151
Memorandum of Understanding Special Contingency Fund.....	(10.21)	151
SCF Exclusion for AWS Operations	(10.22)	154
Wellness.....	(10.23)	155
Employee Family Assistance Program.....	(10.24)	156
Substance Abuse Facility Charges.....	(10.25)	156
Dependant Children Scholarship Program.....	(10.26)	157
Financial Program Package.....	(10.27)	157
New Vehicle Discount Program.....	(10.28)	158
LEAVE OF ABSENCE.....	(11)	
Leave for Good Cause.....	(11.1)	160
Leave for Union Business.....	(11.2)	161
Military Active Reserve Duty.....	(11.3)	162
HOLIDAY PAY.....	(12)	
Holidays designated.....	(12.1)	163
Eligibility.....	(12.2)	165
Employees Laid Off or Going ON Sick Leave.....	(12.3)	167
Employees Returning from Layoff or Leave of Absence.....	(12.4)	167
Holidays Falling on Saturday or Sunday.....	(12.5)	167
Employees on Leave of Absence For Jury Duty or Vacation.....	(12.6)	167
Holiday Pay – Christmas Holiday Period.....	(12.7)	168
Holiday Pay – Temporary Layoff	(12.8)	169
P.A.A. / Absence With Permission and Holiday Pay Eligibility.....	(12.9)	169
Return to Work On Friday Holiday.....	(12.10)	170



TABLE OF CONTENTS

	Section/ Letter	Page Number
Holiday Pay While Attending CAW		
Leadership Training Program.....	(12.11)	170
Seven-Day Operations.....	(12.12)	170
Failure To Report For Holiday Work.....	(12.13)	171
Probationary P & M Employees		
Formerly on Salary.....	(12.14)	171
T.P.T. Employees – Holiday Pay.....	(12.15)	171
Holiday Pay & Disciplinary Layoff.....	(12.16)	172
Christmas Bonus - \$1700.....	(12.17)	172
VACATION / SPA / PAA.....	(13)	
Schedule and Notice.....	(13.1)	173
Payment Schedules.....	(13.2)	173
Eligibility.....	(13.3)	179
Scheduled Paid Absence (SPA).....	(13.4)	180
Administrative Procedures of the SPA Program.....	(13.5)	182
Vacation and PAA – Encouragement		
To Take Time Off.....	(13.6)	183
Vacation Utilization.....	(13.7)	183
Vacation Pay Advance.....	(13.8)	183
Schedule – Vacation Period.....	(13.9)	184
Vacation Encouragement.....	(13.10)	185
Response to Mandatory Vacation.....	(13.11)	185
SKILLED TRADES.....	(14)	
Skilled Trades Employees.....	(14.1)	186
Definitions.....	(14.2)	186
Journeyman / Woman.....	(14.3)	186
New Hires Skilled Trade		
Classifications.....	(14.4)	186
List of Skilled Trades Active		
Classifications.....	(14.5)	187
Layoff / Recall.....	(14.6)	189
Schedule of Work Process.....	(14.7)	193
General.....	(14.8)	198



TABLE OF CONTENTS

	Section/ Letter	Page Number
Temporary Employees In		
Skilled Trades Classifications	(14.9)	202
Special Procedure – Skilled Trades		
Work Assignment Disputes	(14.10)	204
Preventive and Predictive Maintenance	(14.11)	205
Skilled Trades New Skills Committee	(14.12)	205
Skilled Trades Replacements	(14.13)	206
Total Productive Maintenance	(14.14)	207
Technical Learning Centres	(14.15)	207
APPRENTICESHIP AGREEMENT	(14a)	
Provisions Pertaining to Apprentices	(14a.1)	208
Purpose	(14a.2)	208
Apprentice Qualifications	(14a.3)	208
Applications	(14a.4)	209
Apprenticeship Agreements	(14.a5)	210
Supervision of Apprentices	(14a.6)	210
Discipline	(14a.7)	210
Resignation	(14a.8)	211
Wages	(14a.9)	211
Tools	(14a.10)	212
Certificate	(14a.11)	213
Seniority	(14a.12)	213
Ratio of Apprentices to		
Journeyman / Women	(14a.13)	214
Local Apprentice Committee	(14a.14)	215
Chrysler – CAW Apprentice Committee	(14a.15)	216
Length of Training Program	(14a.16)	218
Prior Training	(14a.17)	219
Shop Schedules	(14a.18)	219
Related Training	(14a.19)	219
Assignment of Apprentices	(14a.21)	220
Apprenticeship Agreement Form	(14a.22)	221



TABLE OF CONTENTS

	Section/ Letter	Page Number
HEALTH AND SAFETY	(15)	
Memorandum of Understanding		
Health and Safety.....	(15.1)	223
Implementation of Revised Legislation		
In the Area of Health and Safety.....	(15.2)	239
Joint National Environmental		
Committee.....	(15.3)	240
Joint Workplace Environmental		
Committees.....	(15.4)	241
Job Hazard Awareness.....	(15.5)	243
Protective Clothing and Personal		
Protective Equipment (P.P.E.).....	(15.6)	244
Safety Glasses.....	(15.7)	245
Safety Shoes.....	(15.8)	246
Energy Lockout / Energy Control		
Program	(15.9)	247
Health & Safety – Working Alone.....	(15.10)	247
New, Rebuilt or Relocated Equipment.....	(15.11)	248
Ergonomics	(15.12)	248
Heat.....	(15.13)	254
Heat Stress Index.....	(15.14)	255
Review of Medical Department		
Programs.....	(15.16)	256
Confidential Medical Information	(15.17)	256
Noise Abatement Program.....	(15.20)	257
Occupational Hygiene.....	(15.21)	257
Chemical Data Link CCOHS.....	(15.22)	260
Records of Breathing Zone Exposure.....	(15.23)	261
Canadian Health Research.....	(15.24)	261
Preventive Maintenance.....	(15.25)	262
Health and Safety – Use of Camera.....	(15.26)	262
Hazard Recognition Process (OHM).....	(15.28)	263
Minute of Silence.....	(15.29)	265



TABLE OF CONTENTS

	Section/ Letter	Page Number
Joint Statement on Health and Safety Work Refusals.....	(15.31)	265
Substance Abuse / Drug Testing.....	(15.32)	266
Computers.....	(15.33)	267
Smoking in the Workplace.....	(15.34)	267
Emergency Procedures.....	(15.35)	268
TRAINING.....	(16)	
Chrysler – CAW National Training Committee.....	(16.1)	269
Training Fund National Training Committee.....	(16.2)	270
Health and Safety, Environment, Leadership Training and Research Fund.....	(16.3)	271
Health and Safety Trainers.....	(16.4)	271
Local Training Committee.....	(16.5)	275
Health and Safety Training.....	(16.6)	276
New Hire Orientation.....	(16.10)	283
CAW Leadership Training Program.....	(16.18)	284
Employee Assistance / Substance Abuse Representative.....	(16.19)	286
Tuition Refund.....	(16.20)	287
Joint Initiative Administration.....	(16.21)	289
Basic Education Skills Training (B.E.S.T.).....	(16.22)	291
Training Schedule – Sufficient Notice.....	(16.24)	293
Review of Training Related Issues.....	(16.25)	294
Training Facilities.....	(16.27)	295
JOB SECURITY.....	(17)	
Job Security and Work Ownership.....	(17.1)	296
Job Security and Work Ownership – Skilled Trades.....	(17.2)	299
Supplier Relationships.....	(17.3)	301
Plant Closing Moratorium.....	(17.4)	304
Task Force on Absenteeism.....	(17.5)	304



TABLE OF CONTENTS

	Section/ Letter	Page Number
Retirement Allowance Option – Job & Income Protection Plan.....	(17.6)	305
Payments Upon Plant Closure.....	(17.7)	306
Content.....	(17.8)	308
New Technology.....	(17.9)	309
Understanding Re: Permanent Job Losses.....	(17.10)	311
Restructuring – Job and Income Protection.....	(17.11)	313
Skilled Trades – Permanent Job Losses.....	(17.12)	322
Vendor Support.....	(17.13)	323
Notification – Tooling Outsourcing.....	(17.14)	324
Job Security and Outside Contracting.....	(17.15)	324
Outside Contractors.....	(17.16)	325
Maintenance Contracting.....	(17.17)	327
Consideration and Advance Discussions.....	(17.18)	328
Tool and Die Contracting.....	(17.19)	329
Tool and Die Contracting In General Manufacturing Division, Engine, and Casting Division Plants.....	(17.20)	330
Quality Initiatives.....	(17.21)	331
Employee – Basic Responsibilities	(17.22)	331
GENERAL.....	(18)	
Change of Address.....	(18.1)	333
Supervisors Working.....	(18.2)	333
Employees' Copies of Agreements	(18.3)	334
Supplemental Agreement Temporary Part-Time Employees.....	(18.4)	334
Temporary Part-Time Program – Cancellation.....	(18.5)	340
TPT to Full Time.....	(18.6)	340
Minute of Silence.....	(18.7)	340
Relief Time	(18.8)	341



PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labour relations for the mutual interest of the Company, the employees and the Union.

The parties recognize that the success of the Company and the job security of the employees depend upon the Company's success in building a quality product and its ability to sell such product.

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



Agreement Entered Into on This

Twenty-fourth Day of

September, 2012

Between Chrysler Canada Inc.

(Hereinafter referred to as the "Company")

and the following Local Unions

National Automobile, Aerospace,

Transportation and General

Workers Union of Canada (CAW-Canada)

444 1285 1459

and the

National Automobile, Aerospace,

Transportation and General

Workers Union of Canada (CAW-Canada)

(The said Local Unions and the National

Union being hereinafter referred to

collectively as the "Union.")

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)



RECOGNITION

(1.1) Employees Covered

- (a) Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, as amended, 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 production and maintenance 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 the multiple plant bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decides 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

**referred to in Section (1.1)
of the following Agreement:**

Production and Maintenance

**between
Chrysler Canada Inc.
and the**

CAW

2012

**APPENDIX
SCHEDULE "A"**

Bargaining Units referred to in Section (1.1) of the Production and Maintenance Agreement between Chrysler Canada Inc., and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) and certain of its Local Unions dated September 24, 2012.

1. All hourly-rated employees of Chrysler Canada Inc. in its Windsor Assembly Plant, except timekeepers, time study employees, employees in a supervisory capacity, draftspersons, technical employees, office and salaried employees, security and fire officers and all employees covered by any other collective agreement with the Company.
2. All hourly-rated employees of Chrysler Canada Inc. in its



RECOGNITION

Automotive Research and Development Centre, except employees in timekeeping, time study employees, employees in a supervisory capacity, and draftspersons.

3. All hourly-rated employees of Chrysler Canada Inc. in its Etobicoke Casting Plant except supervisors, employees in a supervisory capacity, office and salaried employees and all other employees covered by any other collective agreement with the Company.
4. All hourly-rated employees in its Brampton Assembly Plant, excluding supervisors, persons above the rank of assistant supervisors, security and fire officers, medical staff, timekeepers, general office employees, human resource department employees, clerical employees, plant engineers, designers and draftspersons, Industrial Engineers, technical and professional employees and their assistants, and all employees covered by any other collective agreement with the Company.

If it is considered that the above descriptions differ from the original Ontario Labour Relations Board certification or the initial agreement between the parties describing the bargaining unit, the Board certification or the initial agreement 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. (c05).

(1.2) Management Rights

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify 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.

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 Step 1 (d) 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 arbitration procedure shall be the exclusive contractual procedure for remedying such claims. The Union agrees that it will encourage members to use the grievance and arbitration 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.



RECOGNITION

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.

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.
- Displaying visuals of a sexual, racial or otherwise



RECOGNITION

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 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



RECOGNITION

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, Human Resources 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:

The person receiving the complaint will advise the local Human Resources 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



RECOGNITION

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 disproved in the view of the investigators, the local Human Resources 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 Co-ordinator or the Company Equity Manager. New evidence provided may result in further investigation by the National Employment Equity Co-ordinator 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



RECOGNITION

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 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, c08)

(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



RECOGNITION

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.

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 up to the number of hours listed in the following schedule:

Local	Number of Employment Equity Committee Members	Maximum number of straight time hours paid per week when excused from regular work assignments
Local 444 Windsor Assembly Plant	1	40
Local 1285 Brampton Assembly Plant	1	40

Etobicoke Local 1459 will incorporate Equity matters within their representation structure.

The committee members may be replaced by a Temporary Part-Time Employee if a replacement is required in areas where the TPT Program is in place.

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



RECOGNITION

Co-ordinator 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. 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.

Further, media coverage of the policy and procedure will be incorporated in the equity plan communication strategy. (c96, c99, c08)

(B) Union Leadership/Management Harassment Training

The Company agrees to a three (3) day jointly developed and delivered harassment 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. Travel time, if required, is to be included in the three (3) day period.

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

(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



RECOGNITION

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 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

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



RECOGNITION

members as required, discuss problems with them and refer them to the appropriate agency when necessary.

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)

(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



RECOGNITION

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
- 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)



RECOGNITION

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



RECOGNITION

(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 Lockouts Prohibited

- (a) The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down in any plant of the Company or any curtailment of work or restriction of or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all of the grievance procedure outlined herein has been exhausted and not even then unless authorized by the National Executive Board of the CAW and a copy of such authorization has been delivered to the Company. In case a strike shall occur this Agreement at the option of the Company shall terminate immediately. The Company reserves the right to discharge any employee who violates any provision of this Section. Such discharged employee shall have recourse to the grievance procedure. The Company will not cause or sanction a lockout until all of the grievance procedure outlined herein has been exhausted.
- (b) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will at all times during the currency of this Agreement take such steps as may be necessary to ensure that employees employed in the power-house and any substation of the Company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the Company in order that such employees may at all times be enabled to perform the regular duties therein to which they are assigned.



RECOGNITION

- (c) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will co-operate with the Company to ensure that employees required for emergency maintenance repairs to the Company's plants will be permitted free and unobstructed entrance into and exit from such plants and that the Company's plant protection staff, plant supervision, office staff and personnel and members of the public shall be allowed free and unobstructed entrance into and exit from the Company's premises and offices. Provided that if at any time during such dispute the Company attempts to put any new employees to work in the Company's plants on operations therein performed by employees in the bargaining unit or attempts to employ in such work any members of the plant protection staff or attempts to employ the employees required for such repairs in work other than such repairs, thereupon the Union no longer shall be bound by the provisions of this paragraph.

(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



RECOGNITION

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 section if they are 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 the Memorandum of Understanding (Union Dues Deductions), a supplement to this Agreement.
- (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 Union initiation fee and membership dues from employees' wages or by the



RECOGNITION

Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental Unemployment Benefit Plan.

(1.12) MOU - Union Dues Deductions

The Memorandum of Understanding between Chrysler Canada Inc. for its Etobicoke Casting Plant, Windsor Assembly Plant, and Brampton Assembly Plant (hereinafter referred to as the "Company") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) for its Local Unions No. 1459, 1285 and 444 (hereinafter referred to as the "Union") supplements the current Production and Maintenance 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 (1.9) of the above-mentioned Production and Maintenance Agreement, it is hereby agreed as follows:

(A) Time Of Deductions

- (1) The initiation fee will be deducted from the pay of an employee (including Temporary Part-Time Employees as referenced in the Supplemental Agreement, Section VII) 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 Production and Maintenance Agreement.
- (2) 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.

(B) Pay Periods In Which Deductions Are Made

Union membership dues for the current calendar month



RECOGNITION

will be deducted from the pay received by the employee for the first pay period falling in the month. If an employee does not have sufficient net earnings in the first 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 Human Resources officer of the Local Union gives notice in writing to the Hourly Payroll Department or the Plant Personnel 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 (a) that the employee did not earn forty (40) hours of pay in the specified month but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay for that month, and (b) that Union membership dues were due and owing for that month and were not paid. Union membership dues deductions in the amount of one hour's pay as per the Constitution or such other amount as may be established as dues for such employee will be deducted from a subsequent Regular Supplemental Unemployment Benefit cheque issued to such 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



RECOGNITION

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 week in which deductions are taken, 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 been taken. By the 10th of each following month a list shall be provided to the Local Union of employees for whom dues were deducted and not deducted.

(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 Local by reason of the requirements of the Production and Maintenance Agreement or this Memorandum of Understanding for the remittance or payment of any sum other than that 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 Vice-President of Human Resources and the President of the Local Union and if not resolved may be submitted directly to the Impartial Chairperson through the grievance procedure. (c96, c08)

(1.13) Optional Premiums / Union Dues Deductions

During these negotiations there was discussion concerning the deduction of Union dues and Optional/Dependent Group Life Insurance Premiums from the same pay cheque and the financial impact this may have for the employee in certain situations.

It was agreed that Union dues will continue to be deducted from the first pay of the month. Optional and Dependent Group Life Insurance Premium deductions will be taken from the second or subsequent weeks provided there are sufficient earnings.

(1.14) Plant Memorandum of Understanding

- (a) Provisions pertaining to matters which are peculiar to a plant because of its physical structure and facilities and, in respect to Etobicoke Casting Plant, and Brampton Assembly Plant only, matters concerning seniority and job opportunity which are in lieu of provisions in this Agreement expressly made inapplicable to any or all of the said plants, shall be negotiated locally in the plants and incorporated into a Plant Memorandum of Understanding.
- (b) A Plant Memorandum of Understanding shall be governed by this Agreement, to which it is a supplement.
- (c) Plant Memorandum of Understanding shall continue in force concurrent with the term of this Agreement and any extension thereof. (c96)

(1.15) Special Provisions Pertaining to Skilled Trades Employees

The provisions of this Agreement apply to employees in the



skilled trades, except as specifically modified by the Skilled Trades Section.

(1.16) Provisions Pertaining to Apprentices

The provisions of this Agreement apply to apprentices in the skilled trades, except as specifically modified by the Apprenticeship and Apprentice Standards Section.

(1.17) Union Bulletin Boards

(a) Placing of Bulletin Boards

A bulletin board shall be placed in each district 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.

(1.18) 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



RECOGNITION

consideration for this agreement as is the incorporation therein of matters agreed on. 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

1. 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.
2. 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 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.

(1.19) 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.

- (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 19, of any subsequent year. (c05, c08, **c09 Addendum**, (c12)

(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.



**National Automobile
Aerospace,
Transportation
And General Workers
Union of Canada
(CAW-Canada)**

NATIONAL UNION

Ken Lewenza
Peter Kennedy
Jerry Dias
Jim Stanford
Whitey MacDonald
Jo-Ann Hannah
Bill Murnighan
Pat Blackwood
Sari Sairanen

LOCAL 444, CAW

Dino Chiodo
Tony Greco
Jack June
Dave Cassidy
James Stewart
Mike Lovric

Chrysler Canada Inc.

Al Iacobelli
Todd Bested
Michael Brown
Glenn Shagena
Glenn Russette
James Dyckman
Glenn Gorick
Colin Lightbody
Steve Dufour
Mike Spoors
Marcel Breault
Jason McKee
Jacqueline Oliva
Dale Laliberte
Mike Kapasi
Sue Forest
Drew Reid
Wally Skrzydlewski
James Favrin
Paola Mazzorini
Sue Lovelady
Brian Klott
Chris Dunn
Kyle Mollard
Bob Chesnik
Scott Cornell
Danielle Mihalic
Lou Ann Gosselin
Tammy Forman
Tracey Healey



LOCAL 1285, CAW

Leon Rideout

Ardis Snow

Duane Reay

Dave Ireland

Gerry Harvey

Jaspal Brar

LOCAL 1459, CAW

John Valentini

Rod Mc Gill





REPRESENTATION

REPRESENTATION

(2.1) Number of Zones

- (a) It is mutually agreed that the proportional representation which reflects increases and decreases in the work force is a sound and sensible basis of implementing the representation sections of this Agreement.
- (b) In each plant of the Company covered by the Production and Maintenance Agreement on September 22, 1964, the ratio of Stewards to employees shall not exceed 1 to each 225 and the number of Stewards shall be as set forth in the table below.

Number of Employees On Active Roll	Number of Stewards
1 — 337	1
338 — 563	2
564 — 789	3
790 — 1015	4
1016 — 1241	5
1242 — 1467	6
1468 — 1693	7
1694 — 1919	8
1929 — 2145	9
2146 — 2371	10
2372 — 2597	11
2598 — 2823	12
2824 — 3049	13
3050 — 3275	14
3276 — 3501	15
3502 — 3727	16
3728 — 3953	17
3954 — 4179	18
4180 — 4405	19
4406 — 4631	20
4632 — 4857	21

- (c) In each new plant of the Company to which the Production and Maintenance Agreement was extended



REPRESENTATION

after September 22, 1964, the ratio of Stewards to employees shall not exceed 1 to each 250 and the number of Stewards shall be as set forth in the table below:

Number of Employees On Active Roll	Number of Stewards
1 — 375	1
376 — 626	2
627 — 877	3
878 — 1128	4
1129 — 1375	5
1380 — 1630	6
1631 — 1881	7
1882 — 2132	8
2133 — 2383	9
2384 — 2634	10
2635 — 2885	11
2886 — 3136	12
3137 — 3387	13
3388 — 3638	14
3639 — 3889	15
3890 — 4140	16
4141 — 4391	17
4392 — 4642	18
4643 — 4893	19
4894 — 5144	20

- (d) In plants in which the ratio of Stewards to employees exceed the number allowable under Sub-section (b) the number of Stewards will be increased or decreased in the manner set forth in Sub-section (h), provided however; (i) If the number of employees has decreased, the number of Stewards will be reduced according to the ratio, or major fraction thereof, previously determined in accordance with Sub-section (h) (i) so that the ratio of Stewards to employees after the adjustment does not exceed the ratio previously determined; and (ii) if the number of employees has increased, the number of Stewards will be increased at a ratio of one Steward for



REPRESENTATION

each 225 additional employees, or major fraction thereof. In no event, however, shall Stewards be added beyond the number of Stewards active on September 22, 1964 until the ratio in the plant conforms with Subsection (b).

- (e) Any Steward who dies, retires, resigns as a Steward or employee (excluding resignations as a Steward to accept a salaried position with the Company, will not be replaced unless and until the ratio of Stewards to employees in that plant conforms with Subsection (b).
- (f) Notwithstanding the provisions of Subsections (b) (c) & (d) above, the number of Stewards in plants that are entitled to less than three Stewards according to the appropriate table shall be the larger of the following: (i) the number set forth in the appropriate table, or (ii) a number equal to the number of shifts operating in the plant.
- (g) Each Steward shall be assigned to a zone. The departments or parts thereof which will constitute zones in a plant will be determined by mutual agreement between the Plant Management and the Local Union. When a zone consists of more than one department such departments will be physically located adjacent to one another insofar as reasonably practicable.
- (h) Redistricting shall be accomplished in the following manner and at the following times: (i) within five (5) working days after the end of the month of April, August and December, the Local Union will be provided with the average number of employees on the active roll in the plant during each such month. This number shall be the basis on which the appropriate number of zones shall be determined; (ii) adjustments, if any, in the number of zones shall be effective with the first pay period in the month following the month (i.e., June, October, February) in which the number of zones is determined in accordance with (i) above. The rezoning and the determination of the Union representatives shall be accomplished prior to the adjustment date.
- (i) The plant may be rezoned in accordance with Subsection (g) above from time to time upon the written



REPRESENTATION

request of either the Plant Management or the Local Union. The parties in each plant may agree to establish a flexible zoning plan to pre-determine the zones to be eliminated or added consistent with ratios at various employment levels of the plant.

- (j) When unusual circumstances arise and such circumstances result in the number of employees on active roll at the plant that would require an increase or decrease of two (2) or more zones under the applicable table in Subsections (b) (c) or (d) and Subsections (f) and (g) the parties shall make adjustments in the zones concurrent with such changes in accordance with Subsections (b) (c) or (d) whichever is appropriate, and Subsections (f) and (g) of this Agreement. If the parties are unable to reach agreement, the matter shall immediately be referred to Corporate Staff Labour Relations and the National Union for resolution.
- (k) When determining the on-roll employment level for representation purposes, apprentices will be included in the employment level count.

(2.2) Stewards

(a) General:

- (1) In each plant in which the representation structure includes Stewards, employees in a zone shall be represented by one Steward for each shift who shall be a regular employee having seniority and working in the zone.
- (2) Stewards will perform their respective duties in a manner which complements quality and operational efficiency at all times.
- (3) During overtime periods or weekend work the Steward shall be offered work as long as there is work scheduled in the Steward's zone the Steward can do and any of the Steward's respective constituents are working.

(b) Full Time

It is understood and agreed where Stewards are recognized as full time the Stewards will perform



REPRESENTATION

their responsibilities commensurate with the time allocated.

(c) Part Time

Where Stewards function on a part time basis, the Stewards will obtain prior approval of supervision to leave their work to present and investigate grievances. It is understood that this will occur without loss of time or pay. Such approval will be sought only in legitimate circumstances and accommodate a timely release for Union activity discussed above.

(2.3) Plant Shop Committeepersons

- (a) The Plant Shop Committee of the Union shall consist of not more than six (6) members, one being the Chairperson, each of whom shall be an employee of the plant having seniority or a regular employee of the plant having seniority who is on leave of absence.
- (b) It is understood and agreed that each member of the Plant Shop Committee of the Union who is a regular employee of the plant will perform respective duties in a manner which compliments quality and operational efficiency at all times.
- (c) Members of the Plant Shop Committee, except the Plant Chairperson by agreement between the Plant Management and the Plant Shop Committee, will have assigned to them certain districts in the plant.
- (d) The Supervisor will grant permission to a Plant Shop Committeeperson to leave work for the purpose of attending regular, special or annual conferences, in addition to work related matters particularly referencing grievances.
- (e) The Supervisor will also grant permission to Stewards to communicate by telephone on an unsettled grievance with the Plant Shop Committeeperson assigned to their zones and also will grant permission to a Plant Shop Committeeperson (1) to leave work to confer on grievances with Stewards in the districts of the plant assigned to that Plant Shop Committeeperson when the Plant Shop Committeeperson has been requested to do



REPRESENTATION

so by the Steward, and (2) to present grievances to the management representative designated to receive them from the Plant Shop Committeeperson in the district. Plant Shop Committeepersons may perform their regular grievance procedure duties during working hours without loss of time or pay.

- (f) During overtime periods or weekend work the Chairperson and the Plant Shop Committeeperson shall be scheduled to work as long as there is work scheduled in the Plant Chairperson's district they can do and any of their respective constituents are working.
- (g) On the effective date hereof the number of Plant Shop Committeepersons, including the Chairperson of the Plant Shop Committee in the plants shall be as specified in each plant's respective Special Provisions section. In each plant the Plant Shop Committeepersons including the Chairperson of the Plant Shop Committee shall be assigned to the first shift.

(2.4) Skilled Trades Representatives

- (a) On any shift in a plant where there are fifteen (15) or more employees in skilled trades classifications and there is no skilled trades Steward, the Local Union may designate in writing a skilled trades employee from among those working on that shift as the Skilled Trades Representative (as distinguished from a Steward) for such employees.
- (b) The function of the Skilled Trades Representative shall be limited to dealing with such matters as may arise on the Skilled Trades Representative's shift alleging violation of the Sections Pertaining to Skilled Trades Employees and letters relating thereto.
- (c) Except as provided in this section the Skilled Trades Representative shall not be treated as a Steward for any purpose under any Section of the Production and Maintenance Agreement.

(2.5) Abuse of the Procedure

- (a) The Management in a plant may present to the Secretary of the Local Union as grievances any abuses



REPRESENTATION

of the grievance procedure by the Union, its Stewards, its Plant Shop Committee persons, its Local Union officers, or other representatives or members of the Union. If the Management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the National Union.

- (b) The Union may present to the Labour Relations Supervisor in a plant as grievances any abuses of the grievance procedure by the Management or its representatives. An appeal in accordance with the grievance procedure may be taken by the Union if it is dissatisfied with the Labour Relations Supervisor's decision.
- (c) Such grievances by either the Plant Management or the Union shall be presented in writing.

(2.6) Conduct of Union Representatives

Union representatives employed in the plant are subject to the same discipline as any other employee in the plant for violation of shop rules.

(2.7) Consultation Conferences

- (a) **Regular** - Regular Conferences will be arranged between the Plant Shop Committee and Plant Management and the Labour Relations Department on an as required basis, but not less than every two months by either party. An agenda on workplace matters, will be provided on the day preceding the meeting.
- (b) **Special** - Special Conferences on workplace matters may be arranged between representatives of the Local Union and Staff Labour Relations or the Plant Manager or designate of the Plant Manager. Upon the request of the Local Union President, the Manager, Labour Relations and Security 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



REPRESENTATION

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 in the Plant shall receive pay from the Company at their regular hourly rate for the time spent in such conferences, provided they would otherwise have worked in the Plant during the time spent in such conferences.

- (c) **Annual Meeting** - An annual meeting may be convened between the Union and Company to discuss various topics such as:

- Current economic conditions and the outlook for the automotive industry and the Company.
- Management-Union relations.
- Matters of mutual and/or special interest to either party.

The meeting will be chaired by the Director of Labour Relations & Labour Economics and the National Union President or designate with attendees to include the Local President and Vice-Presidents, Chairpersons as well as National Representatives servicing the Company with corresponding Management Representatives as designated.

- (d) **Pay At Conferences** - Members of the Plant Shop Committee attending, said conferences will receive pay at their regular hourly rates, provided they would otherwise have worked in the Plants during such conferences. In the event such conferences mutually extend into overtime hours, each member of the Shop Committee will receive overtime pay at the applicable overtime rate.

(2.8) Benefit Plan Representative

The National Union CAW, may designate, a Benefit Plans Representative for each Company plant of 101 or more employees. The maximum number of hours per week in



REPRESENTATION

which each Benefit Plans Representative will be allowed to function shall be determined on the basis of the number of employees in the plant in accordance with the following schedule:

Plant	
<u>Number of Employees</u>	<u>Hours Per Week</u>
1501 or more	40
1500 to 1200	24
1200 to 601	16
600 to 101	8

Adjustments shall be made twice each calendar year in the maximum number of hours each Benefit Plans Representative will be allowed to function. Adjustments shall be effective (1) the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October.

1. The Benefit Plans Representative shall be selected by the National Union CAW, from among those hourly employees who have seniority under the Production and Maintenance Agreement and who at the time of selection are at work in the Company plant in which the Benefit Plans Representative is to function. The Benefit Plans Representative shall represent all employees at the plant represented by the Local Union from which said Benefit Plans Representative is designated with respect to the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan.
2. Benefit Plans Representatives shall carry out the duties of Union representatives specified in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other Union representatives in the plant in which a Benefit



REPRESENTATION

Plans Representative has been designated shall not participate in benefit plan matters except insofar as any one of them has been designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan. Duties of the Benefit Plans Representatives are:

- (a) To function in place of the Chairperson of the Plant Shop Committee for the purposes of Article X Section (3) of the Pension Plan for the plant for which the Chairperson functions.
 - (b) To function as a member of the Local committee provided in Article (V) Section (2) (b) 7 of the SUB plan.
 - (c) To discuss with designated representatives of plant management those questions regarding a benefit Plan or Program.
3. 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.
4. A Benefit Plans Representative shall not function as provided herein unless and until the National Union
 - (a) sends written notice to the Company of the name of the employee, the plant, department, and
 - (b) until the Company advises the plant of the designation and the effective date thereof.
5. A Benefit Plans Representative shall 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 specified in 4 above.
6. Benefit Plans Representatives shall be subject to the following:
 - (a) When a Benefit Plans Representative is permitted time away from work less than



REPRESENTATION

- 40 hours a week the designation of the time away from work shall continue to be made by mutual agreement between the Local Union and Plant Management.
- (b) The Benefit Plans Representative shall report to the Supervisor concerned at the start of the shift and shall advise the Supervisor when wishing to leave work to handle a benefit plan matter and shall report to the Supervisor when that matter has been disposed of.
 - (c) If it is necessary for the Benefit Plans Representative to speak to an employee about a benefit plan matter, the Benefit Plans Representative will make prior arrangements with the employee's Supervisor to do so.
 - (d) The privilege of a Benefit Plans Representative to leave work during regular working hours without loss of pay is subject to the conditions (i) that the time be devoted to the prompt handling of matters, which are proper pursuant to the terms of this letter; (ii) that the privilege not be abused and (iii) that the Benefit Plans Representative will do the work which is assigned at all times except when it is necessary to leave work to handle benefit plan matters.
 - (e) The Benefit Plans Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in the department and when so scheduled shall not function as a Benefit Plans Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 1501 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under



REPRESENTATION

either Section (8.4) or Section (8.5) of the Production and Maintenance Agreement, the Benefit Plans Representative for that plant will also be scheduled to work and to function as a Benefit Plans Representative during such hours.

- (f) During a temporary adjustment in a plant of 1501 or more employees the Benefit Plans Representative shall be permitted to perform the functions of the Representative's office when fifty percent (50%) or more of the people on the Benefit Plans Representative's shift are working.
7. The Benefit Plans Representative shall be assigned to the first shift and shall be subject to the provisions of Section (2.6) of the Production and Maintenance Agreement.

The National Union may designate in writing to Company from among seniority employees at work on the first shift at a plant a permanent alternate to function when the Benefit Plans Representative is to be away from the plant for at least a full shift and plant management receives advance written notification of such absence or, if the expected absence is due to Union business, approval from the National Union.

The permanent alternate shall not be deemed to be included among Committeepersons and Officers covered by the applicable Plant Special Provisions. When replacing the Benefit Plans Representative, the permanent alternate shall be subject to all the provisions applicable to Benefit Plans Representative.

(2.9) CAW National Health and Safety Coordinator

Discussions were held concerning the duties and responsibilities of a CAW National Health and Safety Coordinator.

The Coordinator will be appointed by the CAW President and any complaints, should they arise, relative to the



REPRESENTATION

Coordinator's performance may be referred to the President's Office.

The Coordinator's role is to promote a policy of problem solving, internal responsibility, and a non-adversarial relationship between the parties.

The National Health and Safety Coordinator may also counsel the Local Health and Safety Committees and make recommendations to improve the performance of the committee in maintaining a safe and healthful working environment. Plant Management will co-operate in this regard and may meet with the Coordinator and the Health and Safety Committee to discuss the recommendations. Additionally, the Coordinator may make recommendations to develop, improve and guide individual plants in the area of Health and Safety training.

The National Health and Safety Coordinator may visit all plants and offices and access will be provided upon reasonable notice. It is further understood said Coordinator may visit the represented Parts Distribution Centers once per year.

The Coordinator, working jointly with the Manager of Health and Safety, will put forth the best efforts to develop a working relationship with members of Management to effectively function in this position.

The Coordinator will be based in the CAW Sub-Regional Office, Windsor, Ontario.

Discussion took place on how the Coordinator could make recommendations to Management to improve existing health and safety policy and procedures in the plant, through training, inspection and audits. In doing so it was understood while Management agreed to accept recommendations in these areas, the final decision to act upon the suggestions remains that of Management and will be based on legislation, practicality and good business decisions.



REPRESENTATION

Finally, it is earnestly hoped by both parties that this innovative approach to improvement and development of existing legislated and negotiated training, leading to a greater sharing of the responsibility of encouraging co-operative relationships in health and safety, will lead to a situation considered satisfactory to both Union and Management.

The parties agreed that the above arrangements, which were originally negotiated in 1987 and the subsequent evolving relationships and expanding responsibilities have worked well for the Company and the Union.

(2.10) CAW National Employment Equity Coordinator

The parties agreed that the position of CAW National Employment Equity Coordinator will be established. The Coordinator will be appointed by the CAW National President.

The Coordinator's role will be to promote a planned, informed and consistent approach to employment equity on behalf of the CAW throughout Chrysler Canada Inc.

Specifically the Coordinator will work closely with the Master Employment Equity Committee to help develop and implement the joint Employment Equity Plan at Chrysler Canada. The Coordinator will also conduct community outreach and other activities to promote employment equity on behalf of the Master Employment Equity Committee.

The Coordinator will work closely with the Local Employment Equity Committees and make recommendations to assist the committees in promoting equity in the workplace. This may involve advising with community outreach initiatives, assisting with local work to develop and implement the joint Employment Equity Plan, coordinating education and communications efforts, assisting with anti-harassment efforts or with the resolution of difficult complaints.



REPRESENTATION

Workplace Management will co-operate in this regard and may meet with the Coordinator and the Local Employment Equity Committee to discuss recommendations. The Coordinator may visit all plants and offices, and access will be provided upon reasonable notice.

The Coordinator will be based in the CAW Regional Office in Windsor. (c96)

(2.11) Ergonomic Representation

(a) CAW Ergonomic Coordinator

Chrysler Canada agrees to establish a CAW Ergonomic Coordinator, serving Windsor and Toronto area plants and offices. It is further understood that said Coordinator may visit the represented Parts Distribution Centers once per year. This is a full-time position assigned to the day shift.

The CAW Ergonomic Coordinator will be appointed by the CAW National President, who will advise the Company in writing of the name of the appointee.

The Ergonomic Coordinator's role will be to receive, analyze and assess Official Safety Complaint forms submitted by the CAW National Health and Safety Coordinator and the Chrysler Canada Manager – Occupational Health and Safety (i.e. the National Joint Health and Safety Committee) that identify problems of an ergonomic nature. This analysis and assessment will assist the Union and the Company to determine the priority of each complaint, in order that Union and Company resources may be effectively applied and that problem resolution may be maximized. The Ergonomic Coordinator will assist in resolving disputes that may arise from time to time, using generally recognized and established ergonomic standards.

The Union will promote an ergonomic process that uses knowledge and skills on applied life sciences to recommend improvements to work stations, tools and work methods. It is understood that the implementation of recommendations can occur only after thorough discussion in a joint environment.



REPRESENTATION

The CAW Ergonomic Coordinator will work on a pro-active basis to support joint CAW/ Chrysler Canada initiatives designed to reduce injuries and related Workers' Compensation costs.

The Ergonomic Coordinator will meet on a regular basis with the CAW National Health and Safety Coordinator and the Chrysler Canada Manager – Occupational Health and Safety to discuss issues and initiatives, as well as areas of concern which could be addressed by the National Joint Health and Safety Committee.

Following his/her appointment, meetings will take place to determine the courses required in order for the Ergonomic Coordinator to upgrade his or her skills in the field and to function effectively, at a cost not to exceed the normal employee entitlement under the Company's Tuition Refund Program taken in the aggregate over the life of the agreement. Tuition for said courses will be payable by Chrysler upon presentation of an invoice from the instructional institution.

(b) CAW Regional Ergonomic Representative

During negotiations the parties agreed to establish one (1) Regional Ergonomic Representative for the Toronto area facilities and one (1) Regional Ergonomic Representative for the Windsor area facilities to be appointed by the CAW National President. One (1) representative will be based in the Brampton Assembly Plant and one (1) will be based in the Windsor Assembly Plant. Following his/her appointment, meetings will take place to determine the training course(s) required for the CAW Regional Ergonomic Representative to upgrade his/her skills in ergonomics in order to function effectively, at a cost not to exceed the normal employee entitlement under the Company's Tuition Refund Program taken in the aggregate over the life of the current agreement. Tuition for said courses will be payable by Chrysler upon presentation of an invoice from the instructional institution.



REPRESENTATION

The Company and the Union continue to support the early identification and resolution of potential ergonomic issues on future processes and programs. The CAW Regional Ergonomic Representative shall assist the Local Ergonomic Committee / Joint Health and Safety Committee(s) in the development of a list of current model ergonomic issues that may be improved through product or process redesign when a new model program has been announced for a facility they service, or when a facility they service has been identified as a study plant for a new model program.

In addition, early involvement of the Local Ergonomic Committee in the key development phases of a new equipment program is critical to the successful launch of the program. Where practicable, the Company agrees, as early as possible in the planning process, to involve the Local Ergonomic Committee and the CAW Regional Ergonomic Representative in the joint review of new plant layouts, new manufacturing equipment and major process changes where the interface of the employees to the workplace may be affected.

The role of the CAW Regional Ergonomic Representative shall be to serve as a resource to the Local Ergonomic Committee / Local Joint Health and Safety Committee(s) to assist in the identification, prioritization, analysis and resolution of priority jobs of an ergonomic nature. (n96, c99, c05)

(2.12) Workplace Safety Insurance Board Representation

During negotiations the parties agreed to establish a WSIB representative for the Toronto area facilities to be appointed by the CAW National President.

The WSIB representative will be based in the Brampton Assembly Plant and will, when required, provide the Etobicoke facility with information and assistance on workers compensation issues.



REPRESENTATION

The Company agrees to supply the representative with a computer and the appropriate software to perform his/her functions. (n99)

(2.13) Employee Assistance / Substance Abuse Representative

- (a) Local 444 and Local 1285 may have one full-time Employee Assistance/Substance Abuse Representative who shall be appointed by the President of the National Union.
- (b) The President of the National Union shall advise Staff Labour Relations of the Company in writing of the name of the appointed representative. No representative shall function as such until the Company has been so advised.
- (c) The functions of the Employee Assistance/Substance Abuse Representative are limited to matters related to substance abuse. The Employee Assistance/Substance Abuse Representative will:
 - (i) assist in the identification, education, referral and follow-up of employees with problems which impair job performance relating to alcohol and drug dependency or emotional disorders while assuring requisite confidentiality standards are observed;
 - (ii) act as liaison with appropriate members of line supervision, labour relations, plant medical, other union representatives, diagnosis and referral agencies, and with providers of treatment and medical care;
 - (iii) assist in evaluating the effectiveness of various programs, plans and services;
 - (iv) participate in formal employee assistance training or instruction programs, and review and make recommendations to Company representatives concerning program content;
 - (v) assist in coordinating and implementing various local program applications and related services available under the Employee Assistance/Substance Abuse Plan, including development of local proposals.



REPRESENTATION

- (d) The Company recognizes the privilege of an Employee Assistance/Substance Abuse Representative to leave the plant in the course of functioning as such, but the Employee Assistance/Substance Abuse Representative shall notify the designated company representative when leaving and returning to the plant during working hours. An Employee Assistance/Substance Abuse Representative shall register the time when entering the plant and the time when leaving the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In the absence of evidence that an Employee Assistance/Substance Abuse Representative is abusing this privilege, the approval referred to above shall be given. An Employee Assistance/Substance Abuse Representative shall report to an employee's Supervisor before contacting such employee in pursuance of these duties.
- (e) The Employee Assistance/Substance Abuse Representative shall be assigned to the first shift and shall be subject to the provisions of Section (2.6) of the Production and Maintenance Agreement.
- (f) The Employee Assistance/Substance Abuse Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in the Employee Assistance/Substance Abuse Representative's department and when so scheduled shall not function as an Employee Assistance/Substance Abuse Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 1501 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (8.4) or Section (8.5) of the Production and Maintenance Agreement, the Employee Assistance /Substance Abuse Representative for that plant will also be scheduled to work and to function as an Employee Assistance/Substance Abuse Representative.



REPRESENTATION

- (g) During a reduction in the work force in a plant of 1501 or more employees the Employee Assistance/Substance Abuse Representative shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the Employee Assistance/Substance Abuse Representative's shift are working.

(2.14) Workers' Compensation Representative (WSIB)

During our recent negotiations the parties discussed at length, the issue of rising claims and costs of employees claiming entitlement for WSIB benefits. We determined that we could address our mutual concerns, while at the same time providing assistance to the employees by exploring innovative approaches to this rising problem. To that end, the parties agreed a Union appointed WSIB Representative shall be allowed up to forty (40) hours away from Company assigned work at Windsor Assembly Plant.

Etobicoke will incorporate WSIB responsibilities within their representation structure.

A proposed list of duties described in the appendix attached hereto shall be performed by the WSIB Representative, it being understood that as experience is gained with this joint initiative, such duties may require revision or modification.

To ensure maximum effectiveness, the parties will meet as required to resolve any problems.

APPENDIX WSIB REPRESENTATIVE

Job Description

Works jointly with management WSIB Representative.

Time of Accident

- interview employee immediately after visiting first aid.
- Record detailed information regarding the accident.
- participate in the investigation of the accident:



REPRESENTATION

witness
supervision
review site

- participate in review of information to discuss acceptability of the claim within WSIB standards.

Counseling

- provide guidance and advice to employees on required WSIB matters and dealing with WSIB Board.
- as required provide S&A / Insurance Provider office with information concerning pending WSIB claims for employees claiming S&A benefits.

Placement

- using plant placement procedure, assist in placing employees who are fit to do immediate temporary modified work.
- using plant placement procedure, assist in placing employees who have been off work and are fit to return to modified duties.
- follow up with employees who miss work the day following a reported accident. Make every effort to insure they do not become lost time claims by offering modified work.
- monitor and follow-up with temporary placements to insure they are provided additional placement opportunities.
- discuss the employee's ability to do modified work with the attending physician.

Reporting/Recommendations

- monitor accidents by location and type
- report regularly on developing trends.
- report specific issues to appropriate plant supervision
 - facilities
 - equipment
 - tools
 - parts
- attend and provide appropriate reports at plant safety meetings.



REPRESENTATION

- liaison to provide appropriate information to the plant safety department.

(2.15) Overtime Entitlement - Union Representatives

During the course of negotiations the Company raised the issue of excessive representation costs during periods of overtime work. Both parties agreed the matter required attention.

The parties therefore agreed as referenced below that notwithstanding the applicable provisions of the Production and Maintenance Agreement as well as the Special Provisions:

- (a) Union representatives would not be entitled to work during overtime or holiday periods when only one of the representatives' respective constituents is working.
- (b) Union representatives from one shift would not be entitled to work overtime on another shift during the regular hours of scheduled production when the representatives' respective constituents are working.

These arrangements were reached in recognition of the principles expressed in the Purpose and Intent of the Production and Maintenance Agreement.

(2.16) Overtime/Temporary Layoff Work Opportunities (Benefit, Health and Safety, and Substance Abuse Representatives)

During negotiations the Union expressed concerns regarding the limited work opportunities that are made available to the Benefit Representatives, Health and Safety Representatives, and Substance Abuse Representatives during overtime and periods of temporary layoff.

The Company indicated that it was mindful of circumstances which could result in work opportunities for such Representatives even though sufficient numbers of employees were not at work to qualify such Representatives in accordance with the provisions of the Collective Agreement. For example, it would be appropriate for the Health and Safety Representative to be offered the



REPRESENTATION

opportunity to be at work during the plant rearrangements involving new equipment installations. Similarly, it would be appropriate for the Benefits Representative to be at work during the periods of temporary layoffs or indefinite layoffs involving a significant number of employees to permit him/her to work with plant administrators to ensure the expeditious processing of benefit-related matters, and similarly, it would be appropriate for the Employee Assistance/Substance Abuse Representative to be at work to attend to employee assistance and substance abuse problems.

In response the Company has agreed that where the overtime is required to meet the responsibilities and duties of the full time Benefits Representative, full time Substance Abuse Representative, or full time Health & Safety Representative such Representatives may be retained at work provided they have the prior approval of the Human Resources Manager.

Where the respective Representative believes that there is no reasonable justification for the Human Resources Manager withholding prior approval, the matter may be referred to Staff Labour Relations and the CAW National Office.

(2.17) Payment of Union Representatives During Local Negotiations

During the course of current negotiations, the Company and the Union had discussions concerning the payment of Union Representatives during Local Negotiations.

This letter is intended to clarify the understandings agreed to during the course of negotiations, pertaining to the payment of such Representatives during such negotiations.

The parties agreed that the following principles would be applicable to the payment of Union Representatives only during the negotiations of the Local Negotiations and would not be used as grounds or basis for claiming that such principles should be extended to other negotiations.



REPRESENTATION

- (a) Plant Chairpersons of the Plant Shop Committees would be paid for time spent during Local Negotiations meetings and time spent in Union caucus relevant to such negotiations.

In the event such time would involve overtime hours, and the Plant Shop Chairperson would otherwise be entitled to overtime if said Plant Chairperson had been in the plant, the Company agrees to pay overtime up to this entitlement as long as the Plant Chairperson continued in such meetings or caucus.

In the event overtime became available in the plant and the Plant Chairperson was not involved in such meetings and caucus, the Plant Chairperson would be paid for such overtime only for time spent in the plant to the extent of this overtime entitlement.

The Skilled Trades Chairperson would be treated the same as a Plant Chairperson.

- (b) The Company agreed that alternate Representatives would be recognized only to the extent that additional cost relative to the representation in a given jurisdiction was not incurred. For purposes of example, the Plant Shop Chairperson's alternate and the Committeeperson's alternate would be allowed to function whereas the alternate steward would not be recognized.

- (c) The Company agreed that Union Representatives on the Local Negotiation Bargaining Committee would not be required to swipe their time cards in their respective plants.

The Company further agreed that suitable arrangements would be made to administer the recording of hours and payment for such Representatives during the course of Local Negotiations.

- (d) The Union agreed that the continuation of such arrangements was contingent upon the mutual satisfaction of the parties and that upon notice to the Union that such procedure had been abused, the Company could dissociate itself from such arrangements.



GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

(3.1) Time of Answers

- (a) Supervision will provide the employee or one member of a group of employees a verbal answer within 24 hours following meaningful discussion identified in Step 1 of the process.
- (b) The management will answer in writing any grievance presented to it in writing by the Union;
 - 1. by the Supervisor or other designated representative of management within five (5) working days,
 - 2. by the Plant Labour Relations Representative within seven (7) working days,
 - 3. by the Staff Labour Relations Representative or designated representative within seven (7) working days.

These time limits may be extended at any time by agreement between the Company and the Union. (c99)

(3.2) Presenting a Grievance

A grievance of any employee or a joint grievance of any group of employees shall be presented to the management in the following manner:

Step 1

- (a) The employee or one member of a group having a grievance may take the grievance up with the employee's Supervisor, or may ask the Supervisor to send for the Steward / Committeeperson without undue delay.
- (b) The Steward / Committeeperson then takes the grievance up with the Supervisor or other designated representative of the management in the zone.
- (c) If the Steward / Committeeperson and the Supervisor or other designated representative of management are unable to dispose of the grievance, the Steward / Committeeperson then



GRIEVANCE PROCEDURE

- refers it to the Plant Shop Committeeperson / District Representative for that zone. The Plant Shop Committeeperson / District Representative then takes the grievance up with the Area Manager or other designated management representative.
- (d) If the grievance is not disposed of and the Steward / Committeeperson wishes to pursue it further, the grievance may be reduced to writing and delivered to the Supervisor or other designated representative of management. (Any claim of discrimination when presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes discrimination has occurred.)
 - (e) If the grievance is not disposed of, the Plant Shop Committeeperson / District Representative may take the written grievance up with the Area Manager or other designated management representative for the particular district.

Step 2

- (a) If the Plant Shop Committeeperson / District Representative and the Area Manager or other designated representative of management do not dispose of the grievance, then the Plant Shop Committeeperson / District Representative refers the written grievance to the Plant Shop Committee.
- (b) The Plant Shop Committee then delivers a written copy of the grievance to the Plant Labour Relations Representative and thereafter takes the grievance up with the Plant Labour Relations Representative at a scheduled meeting.

Step 3

- (a) If the Plant Shop Committee and the Plant Labour Relations Representative are unable to dispose of the grievance, the Plant Shop Committee then refers the grievance to the proper higher officer or officers of the Local Union who may then take the grievance up with a representative of Staff Labour



GRIEVANCE PROCEDURE

- Relations and the Plant Labour Relations Representative after arranging a meeting. Upon request of the President of the Local Union the National President of the Union for the area in which the plant is located, or a regularly designated National Representative of the National President may attend the meeting. The Chairperson of the Plant Shop Committee may elect to attend the meeting.
- (b) Officers of the Local Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Company for time spent in such meetings. If Management agrees to a meeting or the continuation of a meeting during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime spent in such meeting.
 - (c) The President of the Local or the designated representative may investigate any grievance appealed to this step of the grievance procedure and, if working in the plant, will receive pay at the regular hourly rate for time spent in such investigation.
 - (d) If a grievance involves the proper classification of employees or their working conditions, a representative of the National Union may enter the plant during regular working hours, after making proper arrangements with the Director of Labour Relations and Labour Economics or the designated representative thereof, in order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the local plant management may accompany the Union's representative.

Step 4 — National Review and Appeal to Arbitration Board

- (a) Step 4 — National Review



GRIEVANCE PROCEDURE

If the officers of the Local Union and the Staff Labour Relations Representative and designated representative, are unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the National Representative of the Union for the area in which the plant is located. The National Representative will review the grievance. If the grievance is one on which the Arbitration Board has power and authority to rule, the National Representative may arrange a meeting with the Staff Labour Relations Representative and designated representative, to discuss the grievance. At the request of the National Representative, a Local Union Officer and the Local President's designated representative may attend such meeting. Within ten (10) days of such meeting the Staff Labour Relations Representative or designated representative shall forward to the National Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the National Representative shall either dispose of the grievance or if the grievance merits appeal, refer it to the National Union which, if the grievance merits appeal, shall within forty-five (45) days of the appeal of the grievance to Step 4, refer the grievance to the Arbitration Board.

For the purpose of this Section, at the Etobicoke Casting Plant, Local 1459, the President of the Local Union and the Chairperson of the Plant Shop Committee may attend the meeting at the request of the National Representative.

(b) Appeal to Arbitration Board

If the National Union refers the matter to the Arbitration Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward / Committeeperson 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



GRIEVANCE PROCEDURE

Labour Relations and Labour Economics of the Company, together with a notice that the answer of the representative with respect to that grievance is not satisfactory to the Union. The matter, if within the power and authority of the Arbitration Board as provided in Section (3.4), may then be submitted to the Arbitration Board for final disposition, such disposition to be made within thirty (30) days of the submission.

(c05)

(3.3) Membership of the Arbitration Board

- (a) The Arbitration Board shall consist of one but not more than two Labour Relations representatives of the Company and one but not more than two official representatives of the National Union, and an Impartial Chairperson. The Union and Company representatives of the Arbitration Board shall attempt to settle all grievances properly referred to the Board.
- (b) In the event that they are unable to settle the matter, it shall be determined by decision of the Impartial Chairperson and not by majority vote of the Board. The Impartial Chairperson shall have the right, however, to participate in all discussions and meetings of the Arbitration Board and shall also have the duty of assisting the parties in resolving particular questions.
- (c) The Impartial Chairperson shall have only the functions set forth herein and shall serve for one year from date of appointment provided said Impartial 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.

(3.4) Authority of Arbitration Board

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

- (a) matters involving the correctness of the



GRIEVANCE PROCEDURE

- classification of employees, provided that the absence of classification from the list of classifications authorized for use at a particular plant by the Company shall not preclude the application of that classification at that plant, provided the requested classification is an established hourly classification under this Agreement and provided further the application of the requested classification is proper, based upon the work performed; and
- (b) applying and interpreting the provisions of the Agreement 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, modifying penalties assessed by the Management in disciplinary discharges and layoffs.
 - (d) grievances submitted charging a violation of the Company's express commitments set forth in Section (1.15) of the Agreement or Section (17.16) (a), Section (17.17) or Section (17.19) of the Skilled Trades Section. The Arbitration Board may not determine that any Plant Management decision regarding the letting of a contract for maintenance or construction work or for the in-plant fabrication of tools, dies, jigs, and fixtures or any Plant Management decision to buy tools, dies, or models rather than make them violated the express provisions of Section (1.15) of the Agreement or Section (17.16) (a), Section (17.17) or Section (17.19) of the Skilled Trades Section, unless:
the Arbitration Board finds that the decision complained of has resulted, or will result, directly in the layoff of journeymen/women or temporary employees in the affected classifications at the plant on layoff, and (2) unless the Arbitration Board finds that, in making the disputed decision to contract out the work involved or to buy rather than make, Plant



GRIEVANCE PROCEDURE

Management did not exercise proper judgment on the basis of the information available at the time the decision was made based on all the considerations set forth in Section (17.18) of the Skilled Trades Section and those set forth in Section (1.15), Section (17.16) (a), Section (17.17) and Section (17.19), referred to above as the case may be. If on the basis of the evidence presented the Arbitration Board finds that the management decision complained of did not violate the provisions of said Section (1.15), Section (17.16) (a), Section (17.17) or Section (17.19), such determination shall resolve the grievance. If, however, the Arbitration Board finds that the Management decision violated any such provision, the Arbitration Board shall have authority to issue an award in which the sole remedy shall be limited to providing relief to journeymen/women and temporary employees in the affected skilled trades classifications at the affected plant who either were laid off directly as a result of the Management decision complained of or who were on layoff from the affected skilled trades classifications at the affected plant when Management made the decision complained of.

The Arbitration 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 Arbitration Board on which it has no power to rule shall be referred back to the parties without decision.

(3.5) Time of Appeals

- (a) Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure, shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at another plant. Time limits for appeal shall be as follows:



GRIEVANCE PROCEDURE

1. Appeal from an answer given in either Step 1 or 2 of the grievance procedure must be made within five (5) working days after such answer;
 2. Appeal from an answer given in Step 3 of the grievance procedure must be made within fifteen (15) working days after such an answer;
 3. Appeal to the Arbitration Board must be made within forty-five (45) days from date of appeal to Step 4.
- (b) 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 three 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 first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that the employee, or the Union, had grounds for such a 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 the claim was first filed in writing.

Deductions 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 question was made 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



GRIEVANCE PROCEDURE

following the pay period in which the notice of overpayment was given to the employee.

(3.7) Time Limit On Claims - Waived

In the past there have been limited situations in which the Company and the National Union have mutually agreed that, notwithstanding the provisions of Section (3.6), Time Limit on Claims, equity and fairness dictated that the time limits be waived regarding (a) claims by an employee or by the Union, including claims for back wages, and (b) deductions from an employee's wages to recover overpayments.

This letter will confirm that in such instances of mutual agreement between the Staff Labour Relations Department and the National Union, the limitations set forth in Section (3.6) may continue to be waived in order to provide equitable and fair resolution of such matters.

(3.8) Payment of Back Pay 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 employee's claim is filed within ten (10) working days of the time the Company first failed to give the employee such work, the Company will reimburse the employee for the earnings lost through failure to give the employee such work.

(3.9) 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:

- (a) any unemployment, compensation or supplemental unemployment benefit the employee may have received, in which case the Company will pay to the appropriate federal agency the amount of the unemployment compensation the employee received 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



GRIEVANCE PROCEDURE

- unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and
- (b) 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.

(3.10) Retroactive Adjustments

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

(3.11) Withdrawal of Cases

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

(3.12) Finality of Decisions

There shall be no appeal from any Arbitration 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 Arbitration Board.

(3.13) 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 the issue, it may then be appealed directly to the Arbitration Board as provided in Section (3.2) Step 4.



GRIEVANCE PROCEDURE

(3.14) 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, the 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 2 (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 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.

(3.15) Maintenance of Discipline

It is agreed that the maintenance of discipline for just cause is essential to the satisfactory operation of the plant.

(3.16) Notice of Suspension, Disciplinary Layoff or Discharge

The plant 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 Steward / Committeeperson or Plant Shop Committeeperson / District Representative in the district /



GRIEVANCE PROCEDURE

shift of the suspension, disciplinary layoff or discharge, and the reason therefore. 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 notice of suspension, disciplinary layoff or discharge and notice that the employee has the right to request representation. (c05)

(3.17) Union Representation

The employee may ask to discuss the suspension, disciplinary layoff or discharge with either of the Steward / Committeeperson or Plant Shop Committeeperson / District Representative for the district / shift. The management will designate an office where the employee may do so before the employee is required to leave the plant. Upon request, the employee's Supervisor or other designated representative of management will discuss the suspension, disciplinary layoff or discharge with the employee and the Steward / Committeeperson or the Plant Shop Committeeperson / District Representative. In proper cases, exceptions shall be made. (c05)

(3.18) Appeal of Discharge

Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Plant Shop Committee to the designated Labour Relations Representative within forty-eight (48) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The Management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within five (5) working days after the Management gives its answer to the Union.



GRIEVANCE PROCEDURE

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

(3.20) Grievance Procedure - Flow Chart

Both parties to the Production and Maintenance Agreement signed today acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Sections (3.16) Notice of Suspension, Disciplinary Layoff or Discharge and (3.17) Union Representation. The attached flow chart illustrates the proper sequence of procedural steps to be used in processing employee grievances.

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

Also, during our recent contract negotiations the Company pointed out that Special Conferences, as provided for in Section (2.7)(b), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (2.7)(b) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 2 or Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over



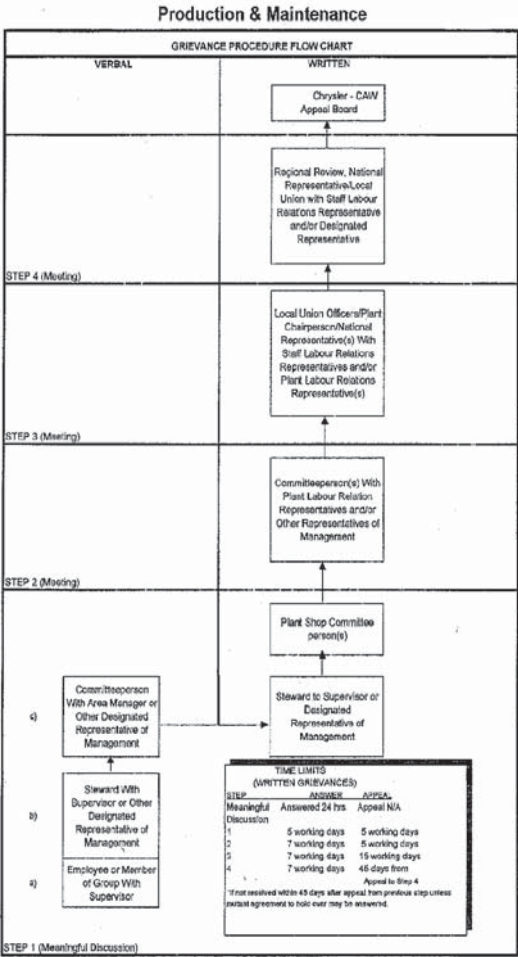
GRIEVANCE PROCEDURE

by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Company has violated. Management's answers will set forth facts taken into account in answering the grievance.



GRIEVANCE PROCEDURE



(c99)



GRIEVANCE PROCEDURE

(3.21) Reinstated Grievances

During negotiations of the Production and Maintenance Agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and in violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Director of Labour Relations and Labour Economics in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, provincial, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Arbitration Board or any other arbitrator



GRIEVANCE PROCEDURE

on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Arbitration Board decisions or other grievance resolutions.

It is understood this letter agreement and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

(3.22) Grievance Disciplinary Action

In response to your demand made during the current negotiations, we have agreed that during discussions as early as Step 2 of the grievance procedure of grievances over discipline, discharge and other terminations from employment, each party will present a statement of position reciting facts then known on which it relies, and a copy of a document or statement on which the party relies to support its position.

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

In cases where a prior disciplinary record is involved, the Company may present a written summary of the grievant's disciplinary record.



GRIEVANCE PROCEDURE

The statement of position and other statements and documents that a party has provided the other shall become part of the grievance file and may be referred to in subsequent steps of the grievance procedure, including the Arbitration Board.

The failure or refusal of the Union to present a full oral explanation of its position shall relieve the Company from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or statement which it has in its possession and on which the party relies shall preclude the party from using it before the Arbitration Board.

The Company expressed its concern that its providing to Local Union representatives involved in processing grievances copies of employee statements and corporate documents relating to employees may lead to abuses unless the statements and documents (i) are used solely in connection with the proper processing of a grievance, (ii) are otherwise kept confidential, and (iii) are not in any way used by any member of the bargaining unit to attempt to harass or intimidate an employee giving a statement or providing a document. The Union assured the Company that it will instruct its Local and National Representatives of these restrictions on the use of such material and the need to maintain confidentiality. The Union further represents that if a copy of a statement or document provided it in accordance with this Letter Agreement is used by its representatives or those under their control for any purpose other than the proper processing of a grievance or is publicized outside of the grievance procedure, the Company would be relieved of any obligation under this Letter Agreement at the plant where the abuse occurred.

(3.23) Application of Section (3.16)

This is to confirm our understanding concerning the application of Section (3.16) Notice of Suspension, Disciplinary Layoff or Discharge of the Production and



GRIEVANCE PROCEDURE

Maintenance Agreement as it relates to employees who are terminated for inability to perform assigned work.

When an employee, including a probationary employee, is terminated for inability to perform assigned work, plant management will provide written notice pursuant to Section (3.16).

(3.24) Discipline On Standards

In Arbitration Board Case No. 1664 the Impartial Chairperson said that "the mere presence of proof of failure to meet a rate of production requires the Chairperson to approve the propriety of discipline unless, by some means other than a showing of non-compliance with Sections (46)-(48) (now Section (4.1)) it is established that the fault did not lie with the employee." Nevertheless, the undersigned agree that the provisions of Section (44) (c) of the National Production and Maintenance Agreement dated November 2, 1961, give the Arbitration Board power and authority to determine the propriety of the penalty imposed by management in disciplinary discharges and layoffs for violation of Letter (4.2), Work Standards, of said Agreement, and that the mere presence of proof of an employee's failure to meet a disputed work standard does not require the Arbitration Board or the Chairperson to approve the propriety of the discipline assessed to an employee.

The disposition of any such case shall be on the merits but shall not involve the propriety of any disputed work standard or work load assignment performed by the grievant or grievants.

In any such determination, the Arbitration Board will take into consideration any relevant facts occurring prior and subsequent to the time the penalty in question was imposed. This letter shall not be construed to limit or otherwise impair any right Section (1.2) reserves to the Company, including the right to establish and maintain work standards or rates of production and to discipline employees. (c99)





WORK STANDARDS

(4.1) Work Standards

(a) Establishing Work Standards

1. When the Company establishes work standards, by whatever method it may select, it shall do so on the basis of fairness and equity in that such standard shall be based on the reasonable working capacities of normal experienced employees working at a normal pace to produce quality work in the manner that the Company prescribes.
2. When a work standard is established and is not disputed, or is disputed and settled, such standard shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change is made in a work standard for any of the above reasons, only the elements of the operations that are affected by such change will be adjusted. Job assignment changes shall be made on the day shift with advance notice given to the Union regarding changing standards. For the purposes of clarifying and resolving issues pertaining to job assignment changes, implementation of elemental moves will commence no later than the lunch period. This does not preclude the Company from reviewing operators at any time throughout the year. The Company agrees it is desirable to establish work standards on a new operation as early as is feasible. Where a standard is not established, the Union Official,



WORK STANDARDS

upon request, will be given management's reasons for not establishing the standard.

When a standard is not established, an employee, who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production.

When imposing discipline for failure to follow a prescribed method or for failure to use the tools provided in a proper manner, an employee will be informed in writing in what respect the employee failed to follow the method or use the tools. Upon request, the Union Official will also be given the reason.

3. When a work study is to be made for the purpose of establishing a standard, advance notice will be given to any normal experienced employee to be studied and to the employee's Union Official. When a work standard is established, notice will be given to the employee and to said Union Official advising them of the established work standard. When a study is made for purposes other than establishing a standard, the purpose of the study will be made known to a Union representative.
4. Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a work standard are known as non-standard conditions. When such non-standard conditions exist and are brought to the attention of management, the employee concerned shall be advised of the rate of production at which said employee will be



WORK STANDARDS

required to perform the job under such non-standard conditions.

(b) Relief Time and Other Allowances

1. All employees on a regular eight-hour shift shall be provided a relief period or periods in accordance with section (18.8) Relief Time. The amount of such relief time shall be modified accordingly for a shift other than a regular eight-hour shift. This shall not be deemed to affect the environmental relief allowance now included in the work standard of certain operations nor the allowance applicable to certain other operations as expressly set forth in letters from the Company to the Union.

Such relief time, except in emergencies, shall not be provided during the first hour of the shift or the first hour after the lunch period, or during such other periods, not exceeding in the aggregate two (2) hours per shift, as may be mutually satisfactory in the local plants.

2. When a time study is made, the employee's performance will be rated as to normal at the time such study is made. In addition to the regular relief allowance, allowances will be made for such elements as standard tool changes, material handling, and fatigue where these are a factor.

(c) Special Provisions Regarding Breakdowns, Ratio of Body Types, and Controlling Operations.

1. An employee will not be required to make up a loss in production on the employee's operation solely as a result of machine or equipment breakdown or shortage of stock or other conditions if the condition is beyond the



WORK STANDARDS

employee's control, but the employee may be directed while the condition exists, to perform other work or, if the condition exists during a period when the employee may be required to do so, to take regular relief time.

2. Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of body types, optional equipment or other product types. When it is necessary to adjust the normal scheduled ratio of body types including optional equipment or other product types on conveyor lines and more or less work is required because of the change in mix, compensating adjustments in work assignment, manpower, spacing of units, line speed or any combination thereof will be made. The Company agrees to provide advance notice (prior week) to the Plant Chairperson of line speed adjustments. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, management will designate specific off-line operations from which employees will be made available to compensate for such mix changes when one of the compensating adjustments selected is an increase in employees. The compensating adjustments will be made known to the affected employee in the employee's ordinary work area in time to accommodate the mix change. Upon request, Management will advise the Union of the



WORK STANDARDS

arrangements made. If the time required to perform the elements of work assigned to an employee does not equal the available time of the employee's work station, additional elements of work may be assigned to the employee, not to exceed the available time of the employee's work station. If work assignments on such lines are changed, the Supervisor will advise the employee what elements have been added to or removed from the operation.

3. On some press, machine or conveyor lines the operations are limited by the controlling operation on the line with the result that on such lines either the time required to perform the elements of work assigned to an employee is less than the employee's available time or the rate of production required of an employee is less than standard. In such circumstances the employee will be advised of the standard and available time for the operation whether or not the employee is required to produce to the standard. When the work standard on the controlling operation is adjusted, the other operations that were so limited will be adjusted accordingly within their standards.

(d) Dispute Procedure

1. If an employee or group of employees believes that any paragraph or paragraphs of this Work Standards Section has been violated, and the employee(s) is aggrieved as the result thereof, the employee, or a designated member of the group, shall take the following steps should a work standard dispute occur:



WORK STANDARDS

STEP 1 – EMPLOYEE/SUPERVISOR/UNION OFFICIAL

Employee(s) notify Supervision of a work standard issue at which point the Union Official may be contacted. The employee(s) will identify the reason(s) for the dispute. The supervisor and Union Official investigates the concern and may extend the investigation to the other shifts for consistent application with the intent to mutually resolve the dispute utilizing, but not limited to SWI's (prescribed method), layout, sequence, tools, health and safety and ergonomics.

STEP 2 – CAW TIME STUDY/INDUSTRIAL ENGINEERING REVIEW

If the dispute remains, the Divisional Industrial Engineer and the CAW Time Study Representative will review any data or address any other issues in an attempt to resolve the employee(s) concern.

When timing of any job or operation is necessary in connection with adjusting a grievance, the Time Study Representative shall be permitted to examine the information resulting from such timing upon its completion.

STEP 3 – FORMAL E.B. (Elemental Breakdown)

At this stage, and if necessary, in an attempt to finalize the issue, a formal request is made by the CAW/Time Study Representative on behalf of the Union Official to complete an Elemental Breakdown of the operation. Prompt attention will be given by the Divisional Industrial Engineer to verify/establish the Elemental Breakdown. Following the receipt of the Elemental Breakdown, the CAW Time Study Representative will be permitted to make a study of the



WORK STANDARDS

job in dispute for the purpose of resolving the above issue(s). It is understood this review will be completed as expeditiously as possible. (This study shall not be deemed to be in substitution for the National Union Industrial Engineer giving technical assistance as provided in Paragraph 3 below)

Such elemental breakdown shall be analyzed by the time measurement system that the Company utilizes consisting of all the elements of the operation in the order of their performance with the time for each element and the total time for the operation as these appear on the study or supporting data. On conveyor assembly lines each elemental breakdown will reflect the scheduled rate of production and available time, either by the hour or the day as requested. Along with such elemental breakdown in question the Company shall provide a station layout illustrating dimensions, tooling, parts location, walking distance, etc.

By Receiving the elemental breakdown and other information regarding an operation, the Union will not thereby waive its right later to dispute the time values of the elements of the operation.

STEP 4 – APPEAL

In the event the parties cannot establish a standard, a meeting may be convened with the Union Officials and Centre Manager/PRM along with the Company and CAW Time Study Representative and other designated employee(s) where applicable to resolve the dispute. Further, if an equitable resolution is not reached, a meeting with the Human Resource Manager may be requested by the Plant Chairperson to discuss the issue.



WORK STANDARDS

NOTE 1: During steps 1, 2, 3 and 4, it is understood that no disciplinary action will be taken until the CAW Time Study Representative has had the opportunity to complete the Elemental Breakdown and/or review the work assignment on other shifts.

NOTE 2: It is understood that no Union investigation will be permitted until 2 working days have elapsed after a change has been made to a work assignment.

NOTE 3: In the event that a standard cannot be established P&M Section 4.1(d) 2-11 and Work Standards Dispute Letter 4.2 will apply.

2. (i) If after the above procedure is followed the matter is not resolved, a written grievance may be filed by the Chairperson of the Plant Shop Committee to the—Labour Relations Department.
- (ii) The Local Union Time Study Person shall be an employee having seniority in a plant of the Company, who is trained and qualified by the National Union as a Time Study Person. The Union may designate in writing to the Company from among seniority employees at work in the plant a permanent alternate Local Union Time Study Person who is trained and qualified by the Union as a Time Study Person to function when the Local Union Time Study Person is to be away from the plant for at least a full shift and plant management receives advance notification of such absence. The Time Study Person, during regular working hours of the Time Study Person, may perform the duties as herein set forth subject to the provisions of Section (2.3) Plant Shop Committee persons (b), (c), (d) and (e), and



WORK STANDARDS

notwithstanding seniority status, shall in the event of a layoff be retained at work as long as there is a job scheduled in the plant in which the Time Study Person is employed which the Time Study Person is able to do and shall be recalled to work after a layoff as soon as there is a job in either the Windsor Assembly Plant or the Brampton Assembly Plant, the Time Study Person is able to do.

3. Within five (5) regular working days of the receipt of the grievance to the Labour Relations Department, the grievance will be considered at a special step of the grievance procedure by three representatives of the Union, including the Steward, Plant Shop Committeeperson/District Rep and Chairperson of the Plant Shop Committee and three representatives of management, at least one of whom shall be a member of higher supervision.

After the written grievance has been answered by the Labour Relations Department, all of the data supporting the standard shall be made available to the appropriate Plant Shop Union Official or to the National Union's Industrial Engineer upon request, without undue delay.

If the Chairperson of the Plant Shop Committee so requests, the Company will make a new study of the operation promptly by the time study method, using a normal experienced operator on the job. The time limits for the meeting in this step of the procedure shall be extended by the time required to make the study and the study shall be made available to the participants in this



WORK STANDARDS

step of the procedure. Also, should the National Union through the Labour Relations Department request an Industrial Engineer from the Company and an Industrial Engineer from the National Union to give their technical assistance in resolving the grievance the time limits for the holding of this meeting shall be extended by the time required. In this event, the Industrial Engineers shall give their prompt attention to the matter. In the presence of a Local Union representative or representatives they will compare and exchange their studies and computations without undue delay to determine the areas of difference, if any, in order to expedite resolving the grievance. The National Union and the Labour Relations Department will arrange for the participation of the Union's Industrial Engineer.

The requirements of this procedure for the making available of elemental breakdowns, back-up data, for the taking of a new time study by the Company at the request of the Chairperson of the Plant Shop Committee, and for the participation of the Union's Industrial Engineer shall apply only to grievances alleging that the aggrieved employee(s) cannot perform the work required in the time allowed because the standard was not established in conformity with Section (4.1) (a) (1) hereof

4. Within two (2) regular working days of the special step meeting, higher supervision will give a written answer. If the grievance is not settled at this step, it may within five (5) regular working days from the date of the written answer be referred to the Work Standards



WORK STANDARDS

Arbitrator. The Work Standards Arbitrator shall consider the grievance and render a decision within two (2) weeks of receipt of such referral. The Work Standards Arbitrator shall be selected either by mutual agreement of the parties or, failing such agreement, by the Minister of Labour for Ontario. Payment of the Work Standards Arbitrator's fees and expenses shall be shared equally by the parties.

5. In considering a grievance so referred the Work Standards Arbitrator shall have authority only to rule on whether any paragraph or paragraphs to this section have been violated, including Section 4.1(a) 1, and on the correctness of any and all facts that are in dispute in the grievance. However, the Work Standards Arbitrator shall not have authority to alter or establish a standard on any operation. The ruling of the Work Standards Arbitrator shall be binding on both parties.
6. The Union and the Company shall stipulate in advance of the hearing which matters are in dispute and the Work Standards Arbitrator shall make a determination only with respect to those matters. The parties shall make available to the Work Standards Arbitrator at the hearing any data pertinent to the operation which the Work Standards Arbitrator may request, or which the parties may desire to present.
7. The Work Standards Arbitrator shall observe the performance of the operation in dispute and when requested by either party, the Work Standards Arbitrator shall make a time study of the operation, using a normal experienced



WORK STANDARDS

operator on the job. If the parties cannot agree on the normal experienced operator to be studied, the Work Standards Arbitrator shall make the selection.

8. In submitting a ruling, the Work Standards Arbitrator shall also submit to both parties copies of all the facts of the study and computations thereto.
9. If pursuant to the above the Work Standards Arbitrator rules that Section 4.1(a) 1, has been violated, the Company will be obligated to establish a new standard within two (2) regular working days following receipt of such ruling.
10. If the Union considers the new standard unsatisfactory, it may file a grievance concerning the standard and such grievance will be reviewed by the parties within two (2) regular working days. If the grievance is not resolved at this meeting, the Company will give its written reply to the grievance within two (2) regular working days thereafter.
Within two (2) regular working days after receipt of the written answer, the Union may appeal the grievance to the Work Standards Arbitrator and in such event the Work Standards Arbitrator will hold a hearing within one (1) week and review the action taken by the Company. The Work Standards Arbitrator will not take an additional time study but shall determine within three (3) regular working days after the hearing whether the new standard is also in violation of Section 4.1(a) 1.
11. The Arbitration procedure outlined herein shall be subject to the laws of the Province of Ontario and any regulations or decisions



WORK STANDARDS

thereunder having the force of law.
(c99, c12)

(4.2) Work Standards – Disputes

During negotiations, extensive discussions took place between the parties regarding the requirements to establish fair and equitable workloads and a process to expeditiously resolve job disputes in an orderly manner. Fundamental to the effectiveness of this process is a commitment to open communication and a process of finding satisfactory solutions.

The parties agree that the following elements are key to an effective work allocation process:

1. Advance discussions concerning planned efficiency initiatives and new model changes.
2. A well defined process to address operation or employee issues as they arise.
3. Effective utilization of all resources including, but not limited to, engineering, health and safety, ergonomics and maintenance to resolve issues on disputed operations.
4. Involvement of the time study representative and company counterpart to address work allocation and job standard issues.
5. Exchange of information, including but not limited to, available time study data to facilitate the resolution of work allocation issues.
6. Two (2) weeks prior to the conclusion of the work allocation period, company and union representatives will meet to review the status of the work allocation changes and plans to finalize these actions. This review will encompass the identification of remaining efficiency targets, work elements to be allocated, and plans for assigning these elements.
7. An understanding that in the event allocation changes are required outside of the work allocation period as provided in the collective agreement, these changes will be implemented following advance notification and,



WORK STANDARDS

where reasonably possible, stable work loads will be maintained.

Further, the parties discussed the procedures used at the assembly plants to resolve disputed work allocations consistent with Section (4.1)(d) of the collective agreement.

It was agreed that the following elements are key to an effective process to resolve disputed work allocations:

1. Identification of the reason(s) for the disputed work allocation.
2. Utilization of all resources to address issues including, but not limited to, tooling, engineering or design specifications, health and safety, ergonomics, methods, layout, sequence, and process.
3. If the dispute remains, involvement of the time study representative and company counterpart to review available time study data and address issues including, but not limited to, non-standard conditions, model mix and option content impact and overcycles as required. The parties shall verify available time study data on the operator experiencing difficulty. At this stage and if necessary, a time study would be conducted for the purpose of resolving the above issues.
4. Review of any remaining issue(s) will be undertaken by the time study representative and a senior member of management.
5. If the dispute remains, a grievance may be filed in accordance with the provision of Section (4.1)(d) 2 of the collective agreement.
6. A meeting will be convened as required, consistent with Section (4.1)(d) 3 of the collective agreement.
7. In the event the matter is not resolved, the Plant Chairperson and the Human Resources Manager may arrange a meeting with the appropriate local personnel including the special committeeperson to resolve the matter.
8. Should an issue still remain, the CAW National President's office and Chrysler Canada Labour Relations Staff may each appoint an external subject matter expert



WORK STANDARDS

to review the disputed work allocation. Their recommendation for resolution will be provided to the plant chairperson and the plant manager within two weeks. If the recommendation is not mutually agreed upon, or the recommendation is not acceptable to either party, the grievance will be expedited to arbitration consistent with the provisions of the collective agreement.

The intent of this process is to provide for the timely and orderly resolution of job disputes.

It is recognized that modifications to this process may be required consistent with current local practices as agreed to by the parties.

If at any time either party believes that the spirit and the intent of this letter are not being followed, a meeting will be convened between representatives of the CAW National President's office and Chrysler Canada Labour Relations Staff. (n99)

(4.3) Work Allocation - Assembly Operations

During negotiations, the parties discussed the subject of work allocations in the Windsor Assembly and Brampton Assembly Plants.

The Company emphasized the numerous factors that influence its ability to make unchangeable work allocations early in the model run in its vehicle assembly plants, among which include the overmanning that sometimes occurs early in the model, in connection with launching and the normal difficulties associated with the production of new models, the engineering changes which occur throughout the model run, the frequent variations in body mix and option scheduling rates, the continual changes in processing and tooling, and the persistent efforts which the Company makes to achieve a satisfactory level of manpower efficiency and workload balance.



WORK STANDARDS

The Company also appreciates the interest which employees in vehicle assembly plants have in securing a reasonably certain level of work assignment at some point in time in the model run. Bearing this in mind, the factors noted above are particularly critical in assembly plants in the model years in which there is a new or major change to the car or truck lines, and somewhat less critical where the vehicle lines receive minor changes. In either case, these changes are not unimportant.

In addition, the Company expressed its objective to be fully competitive in the industry and marketplace, and its coinciding inclination to approach this matter cautiously.

As such, the Company assured, in negotiations, that beginning 10 working days, after the first new model vehicle reaches the end of the Final Assembly line, and by the end of 100 calendar days following thereafter, exclusive of the plant vacation shutdown period, suitable employee work allocations will have been made and will remain unchanged for the balance of that year's model run, excepting if a change in work allocation is occasioned by changes in line speed, schedule mix, option installation rates, tooling, processing, engineering or design specifications, methods or layouts. This arrangement applies only in those circumstances where minor changes are made to the respective models at either the Windsor Assembly or Brampton Assembly Plants. Where major changes are contemplated in any one or all of its models at these assembly plants, extensions to the 100 calendar day time period will be necessary to accomplish its work allocation objectives, at which time the matter will be explained to the respective in-plant CAW Committee. Implementation of this arrangement at the Brampton Assembly Plant will be effective with 1996 model year production and apply to direct labour operations only.

This arrangement does not constitute any kind of acknowledgement that the workload or work allocation as of the time it becomes unchanged will represent a full workload,



WORK STANDARDS

nor does it include any assurance or implication that the work allocation in the succeeding model year will remain unchanged regardless of the degree of vehicle change. (n93, c96)

(4.4) Mix and Overcycle Condition

During negotiations, the parties discussed the impact of mix and overcycle conditions on work allocations. The union expressed concerns related to overcycles and recovery time. The company recognizes the importance of ensuring an employee's ability to perform his/her operation in a safe manner resulting in a quality product. The parties acknowledged that efforts to minimize the frequency and impact of overcycles has been effective. It was agreed that floor supervision will use available data and advanced planning to respond to adverse mix conditions. In addition, each facility will locally establish a containment plan to immediately address any mix concerns or overcycle conditions and this plan will be communicated to affected employees. In cases where problems arise, the Union Chairperson may advance the concern to the weekly Union Agenda meeting, if a satisfactory resolution has not been reached by the respective floor supervision and/or Center Manager. (n99, c12)

(4.5) Methodology

During negotiations, the parties discussed alternative methodologies that may be utilized to resolve disputes relating to elemental time allocations when establishing a product standard. While it was acknowledged that M.O.S.T. at Brampton and a stop watch in Windsor are the time measurement systems utilized by the company to establish production standards, local practitioners may use the stop watch, M.O.S.T. or other methodologies to resolve disputes regarding elemental time allocations. (n99)





SENIORITY

(5.1) Probationary Employees

- (a) New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety 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 their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period or as calculated in (d) below.
- (b) There shall be no seniority among probationary employees.
- (c) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as 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 Sec. (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 Appeal 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.
- (d) Probationary employees that are temporarily separated during their probationary period and are subsequently reinstated, shall be required to complete their 90 day probationary period, and upon doing so shall have a seniority date reflecting their date of hire with the



SENIORITY

Company. It is understood that seniority will not accumulate during the time separated.

- (e) Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the Steward or Committeeperson.
(c96, c99)

(5.2) Seniority Lists

- (a) Employees' names shall appear on the relevant seniority lists (by classification, department and plant) in the order of their respective date of hiring or in the case of an employee placed on the seniority lists after ninety (90) calendar days' intermittent employment within any period of twelve (12) consecutive months, in the order of the date ninety (90) calendar days prior to the employee attaining seniority.
- (b) Seniority lists for each department shall be maintained at all times by the Company and shall be made available to Stewards and Plant Shop Committeepersons for inspection to the extent reasonably necessary for any Steward or Plant Shop Committeeperson to ascertain the seniority status of an employee within said jurisdiction.
- (c) The Company shall post revised seniority lists as required for each department each three months and copies of same shall be supplied to each Plant Shop Committeeperson. The lists so supplied shall include the names of seniority employees then on layoff.
Plant seniority lists shall be compiled each six (6) months and shall be supplied to the respective Chairperson of the Plant Shop Committees.

(5.3) 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.



SENIORITY

3. If the employee is absent for five (5) regular working days (scheduled Saturdays 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 the greater.
6. If 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 disability benefit 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,



SENIORITY

- 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. 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 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)



(5.4) Exceptions to Seniority and Job Opportunity Provisions -- Disabled Employees

In the event of an employee suffering a disability which would prevent the employee from carrying out normal duties the Company and the Union may make exceptions to the seniority and job opportunity provisions of this Agreement in favour of such employee. When exceptions are made pursuant to this Section involving an employee that is recognized by the Company and the Union to be an unusual placement problem, the parties may further agree that such employee may not be displaced under the Layoff and Recall paragraphs of the applicable Plant Special Provisions or under Paragraph 6.2 of the Special Provisions Pertaining to Windsor Area Plants, nor may such employee exercise any job opportunity claim to any other job unless mutually agreed by the Company and the Union. However, if in the event of a layoff the seniority of the employee placed under this Section does not entitle the employee to remain at work, the employee shall be laid off accordingly and the employee shall be called back according to seniority provided the employee has the ability to satisfactorily perform the work to be done.

(5.5) Reinstatement after Disability

- (a) When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the plant the employee will be returned to work in accordance with 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 Steward or Committeeperson, and Management will so arrange it. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure. The Local Union may then take the grievance up with the Plant Manager, or the designated representative. In proper cases, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician



SENIORITY

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 Union will be made within seven (7) working days from the date the matter was referred to the Plant Manager or the Plant Manager's 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 two (2) weeks prior to the day of the final examination by the independent physician and shall be calculated as provided in Section (3.9).

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

- (b) If an employee claims to be unable to perform the duties of the available work to which he/she 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 resolve the conflicting medical findings. The independent physician shall be selected by the Local Union 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 medical findings and conclusions. Costs of such examination shall be paid by the Plant. The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.



(5.6) Shift Preference

Provisions pertaining to shift preference shall be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.

(5.7) Student Hires – Seniority

The Company agrees that student hires will not be required to serve a double probationary period provided the permanent employment follows the period of student employment without interruption. Accumulation of seniority will be as provided under the Section dealing with being placed on the seniority lists after ninety (90) calendar days intermittent employment within any period of twelve (12) consecutive months. (c96)

(5.8) Hiring Practice

In hiring new production and maintenance employees it will be our practice to give serious consideration to the employment applications of qualified persons who have lost their seniority by reason of layoffs at plants of the Company.

(5.9) Preferential Hires

The Union expressed great concern regarding seniority employees who are indefinitely laid off as a result of a permanent discontinuance of operations or other reduction in force without reasonable likelihood of recall.

The Company stated it shared the Union's concern and advised the Union that during the term of the Agreement such employees may apply for preferential hiring opportunities at other Company plants covered by the Production and Maintenance Agreement during the term of the new agreement.

Seniority employees who wish to apply shall file application for placement within six (6) months of layoff at their local Employment Office. Exceptions will be reviewed by the Director of Labour Relations & Labour Economics upon request of the National Union.



SENIORITY

Such employees shall be given preference for placement in seniority order, available work permitting, or if none is available, the opportunity to displace probationary employees on jobs for which they are qualified in other plants covered by the P&M Agreement.

Any employee hired pursuant to this provision shall enter the new plant with date of entry seniority and shall not while so employed be subject to recall to the plant from which said employee was laid off. When permanently laid off from such new plant the employee shall elect to (a) retain seniority in the new plant, or (b) return to the former plant with full accumulated seniority, in which case the employee's seniority at all other plants shall terminate. Any employee who upon layoff fails or refuses to make the election set forth above shall be deemed to have elected to retain seniority in the plant from which the employee was last laid off.

An employee accepting work under the provisions of this letter shall retain rights accrued for purposes of holiday pay, payment in lieu of vacation, pensions, insurance, and the Supplemental Unemployment Benefit Plan.

It is understood that the separation of an employee from the new plant for a reason other than ability to perform the assigned work shall result in the termination of the employee's seniority at all plants.

Employees who refuse an initial offer to work pursuant to these preferential placement arrangements shall be ineligible for further coverage under these provisions except for a onetime opportunity to reapply within thirty (30) days following a six-month period after the offer.

The preferential hiring arrangements covered by this letter contain potentially complex administrative implications and there may be times the Company may not be able to fully conform with these provisions. Accordingly, the Company shall not be liable for any back pay on any claims arising from the administration of this letter.



(5.10) Preferential Hires - Plant Closure

During the negotiations, in conjunction with discussions regarding the Job and Income Security Program, the parties discussed the application of the preferential placement guidelines contained in Letter (5.9).

The parties agree that in circumstances involving a plant closure, exceptions will be made to the arrangements specified in the Preferential Hires Letter (5.9) such that employees who transfer to another location will receive an adjusted seniority date at the new location which will be the date that notice of closure was given to the Union. Employees would be canvassed for Preferential Hire considerations and offered the opportunity to exercise hiring rights at any plant covered by the Production and Maintenance Agreement. As job opportunities occur at a receiving plant, employees will be contacted in seniority order and offered employment. Employment offers may be made prior to the actual plant closing. If an employee declines the employment opportunity, such employee shall be removed from the list for that plant after which the employee shall become eligible for normal preferential hire rights as specified in the Preferential Hires Letter. Such employees, when transferred to an opening at the new location, may displace employees hired at that location after the date the notice of closure was provided to the Union.

(5.11) 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 corporate 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.

(5.13) 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.

(5.14) Statement Of Policy No. 1 Able To Satisfactorily Perform

The purpose of this phrase is tied in with seniority to assure the Company of a satisfactory performance just as seniority is designed to give an employee an equitable degree of security. The Company does feel that a reasonable application of this phrase throughout the Collective Bargaining Agreement would involve careful consideration of the following basic principles:

- (a) The complexity and nature of the job.
- (b) The experience of the employee on the type of work involved.
- (c) The amount of instruction and/or break-in required.
- (d) The length of time that the employee would be working at the job involved.

In applying these principles generally, this would mean that the shorter the period of time an employee would be assigned to a particular job (e.g., overtime, short-term layoff)



SENIORITY

the less time the Company could be expected to spend on instruction or break-in even to the extent that present ability could be a requirement. Likewise, the longer period of time (in indefinite layoff or job opportunity situations) the longer time the Company could be expected to spend, up to reasonable limits, on instruction and/or break-in. Members of supervision in making such decisions should give thorough consideration to the ability of the employees.

It would mean that as jobs increase in complexity, etc., the greater the experience on the type of work involved would be required in order to be able to satisfactorily perform.

In its application, particularly in indefinite layoff and job opportunity situations, it would be advantageous to the employee and the Company and it would help to eliminate problems if employees would place on record with the Company by supplemental application for employment, qualifications which they did not make known at the time of hire or which they have since acquired so that the Company would be in at least as good a position to qualify applicants in these situations as it is in assessing the qualification of new hires.





LAYOFF AND RECALL

(6.1) Layoff Definitions

The term "layoff" when used in this Agreement means a reduction in the working force that begins upon the completion of the last scheduled day of work for the employee, and includes the following definitions:

(a) **Temporary Layoff**

A temporary layoff means a reduction in the working force for a definite period of time for any reason not set forth in Subsections (c) and (d) below.

(b) **Indefinite Layoff**

An indefinite layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsections (c) and (d) below.

(c) **Temporary Adjustment**

A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labour disputes, emergencies, or acts of God.

(d) **Model Change or Inventory Layoff**

A model change or inventory layoff means a reduction in the working force for either or both of these reasons, the duration of which may or may not be known. (c96)

(6.2) Notice of Layoff

(a) On request by the Union the Company will advise them of circumstances causing layoffs, type of layoff applicable, probable duration, and other relevant information.

(b) When reasonably possible the Company will give twenty-four (24) hours' notice of layoff to employees.



(6.3) Recall

It is understood that the Company will endeavour to notify employees affected in accordance with seniority. Such notification shall be in accordance with past practice of the Company. It is further understood that any variation, not exceeding two (2) days, in the time of giving of notice, shall be considered to be notice given in accordance with seniority.



TRANSFER AND PROMOTION

(7.1) Transfer of Employees Between Plants

- (a) An employee who is transferred by the Company from one plant to another plant of the Company shall rank for seniority as of the employee's date of entry in the other plant, except as provided in Section (7.2) referring to the transfer of operations or departments from one plant to another plant of the Company. If the necessity to transfer arises from the need for the special skills or abilities of employees, the Company shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment. An employee transferring pursuant hereto shall retain seniority in the plant from which transfer occurred and shall be returned to the former plant when the employee's services are no longer required at the new plant, at which time the employee's seniority at the new plant shall be terminated.
- (b) If, for other reasons, an employee is transferred at the employee's own request from one plant to another plant of the Company, the employee shall retain seniority in the plant from which the transfer occurred for a period of twelve (12) months from the date the employee last worked in the plant and shall rank for seniority as of the employee's date of entry in the other plant. Further, an active employee who makes application and subsequently returns to their plant of origin shall have seniority rights in the other plant terminated.
- (c) An employee transferring under this Section (7.1) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan. (c96)



TRANSFER AND PROMOTION

(7.2) Transfer of Operations Between Plants

- (a) When operations or departments are transferred from one plant to another existing plant of the Company, employees on indefinite layoff as the result of the transfer, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the other plant with their full seniority provided they are able to do the work. Employees indefinitely laid off within thirty (30) days of the completion of such a transfer or as a result of the transfer shall also be given the opportunity to transfer subject to the conditions contained herein.

When operations or departments are transferred from one plant to a new plant, employees engaged on such operations or employed in such departments, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the new plant and if the new plant is represented by the Union, with their full seniority.

- (b) At the request of the National Union, the Company will negotiate the advisability of transferring employees in related service departments who are affected by the transfer up to the number needed in the receiving plant. Employees who elect to transfer and are transferred shall carry their full seniority to the new plant.
- (c) If operations are concurrently transferred between two or more plants, the number of employees to be transferred from one plant shall be offset against the number to be transferred to that plant and only the difference, if any, shall be transferred as provided in (a) above and (b) above.

(7.3) Discontinuance of Operations

When operations or departments are discontinued, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

Work will be made available in the following order:

- (a) Open jobs.
(b) Jobs of probationary employees.



TRANSFER AND PROMOTION

(c) Jobs of lower seniority employees.

(7.4) Transfer Between Plants at Employees Request

With reference to requests for transfer under P&M Section (7.1) (b) employees with one (1) or more years seniority, desirous of a transfer, will make application at the Human Resource Department of the plant to which they wish to be transferred.

Such employees shall be given preference for placement on available work for which they are qualified in cases where the Plant Chairperson of the employee's current plant has been served with Notice of Permanent Job Loss as outlined in the Job and Income Security provisions of the Collective Agreement.

The parties agree that requests for transfers as outlined above will be subordinate to and not take precedence over applications submitted under Letters (5.9) and (5.10) of the Production and Maintenance Agreement.

The parties further agree employees who have applications on file under Section (7.1) (b) will be made available to the plant to which they have applied provided such action does not impact plant operational efficiency in either plant. In no case will the number of employees made available to such other plants exceed the number of jobs estimated to be lost as outlined in the Notice of Permanent Job Loss referred to above.

Employees transferred under this letter agreement will have all other applications for transfer under P&M Section (7.1) (b) cancelled as of the date of their transfer. Further, an employee upon being transferred shall not be eligible to apply for further transfer for a period of twelve (12) months from the date of transfer unless the employee is indefinitely laid off at which point eligibility to make application will resume.



TRANSFER AND PROMOTION

The number of employees transferred pursuant to this arrangement will offset the permanent job loss referenced in the Notice of Permanent Job Loss for purposes of Letters (17.10), (17.11) and (17.12).



WORKING HOURS

(8.1) Call-in and Call-back Pay

An employee reporting to work on the Supervisor's or management's instructions but for whom no work at the employee's regular job is available will be offered at least four (4) hours employment at some other work at the employee's regular hourly rate. This provision shall not apply when the lack of work is due to a labour dispute, fire, flood or other cause beyond the control of the management.

(8.2) Shift Premium and Hours

- (a) 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.
- (b) 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 (a) above.
- (c) 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)

(8.3) Overtime Equalization Agreements

The Local Unions and Local Plant Management may negotiate local agreements for the purpose of equalizing overtime hours or overtime opportunities in the same department and classification and on the same shift. The foregoing provision will not interfere with any mutually satisfactory local practices now in effect that are inconsistent therewith.



WORKING HOURS

(8.4) Time and One-Half

Time and one-half will be paid as follows, except as provided in Section (8.6):

- (a) For time 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.
- (b) For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

(8.5) Double Time

Double time will be paid as follows, except as provided in Section (8.6):

- (a) For time worked on the calendar Sunday.
- (b) For the time worked on the calendar holidays designated in Section (12.1).

(8.6) Seven-Day Operations

Employees working on what are normally classified as seven-day operations will not be paid overtime or premium pay in accordance with Sections (8.4) and (8.5) above, but will be paid as follows:

- (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-half for time worked on the sixth (6th) day of the employee's scheduled workweek.
- (c) Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.

With respect to certain interpretations of Sub Section (c), when an employee is scheduled to work a full shift on each of two consecutive calendar



WORKING HOURS

days, a twenty-four hour break between the end of the employee's scheduled shift on the first such day and the beginning of the employee's next scheduled shift on the following day will not be considered a break in consecutive scheduled days of work. For purposes of this interpretation, the scheduled shift for third shift employees shall be considered to fall on the calendar day of which the shift ends.

- (d) For the purposes of Subsections (b) and (c), a holiday specified in Section (12.1) for which an employee receives holiday pay or on which the employee performs work will be considered as a day worked. Notwithstanding the provisions of Section (8.8), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (c).
- (e) Double time and one-half for time worked on any days on which any of the designated holidays is observed unless the holiday falls on one of the employee's regularly scheduled days off in which event the employee, in addition to holiday pay under Section (12.12), will be paid double time for time worked.
- (f) 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. (c96)

(8.7) Seven-Day Operations Premium

Employees who work on operations covered by Section (8.6) shall receive twenty cents (20¢) per hour above their base rate for time worked. This premium shall be included in computing payment in lieu of vacation, vacation with pay, paid absence allowance, holiday pay, Bereavement Pay, Jury Duty Pay, and any overtime or premium pay. (c96)

(8.8) Overtime Pyramiding Prohibited

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour



WORKING HOURS

from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

(8.10) Payment for Day of Injury

- (a) An employee who receives Workers' Compensation will be paid by the Company for the balance of the shift on which the injury occurred.
- (b) An employee who is injured on the job will be paid for the balance of the shift on which the employee has been sent home or to an outside hospital or outside doctor by a medical officer of the Company or other member of management authorized to do so, because of such injury.
- (c) An employee who is injured at work and who, during the employee's shift is sent to a hospital for emergency treatment by a medical officer of the Company or other member of management authorized to do so will be paid at the appropriate rate for such time as is approved by the Company medical officer. Any time paid for will not exceed two (2) hours beyond the end of the employee's regular work shift. (c96)

(8.11) Workweek Defined

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except for those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

(8.12) Reporting Absences

A toll-free number will be provided by each plant which will permit an employee to verify the fact that the employee has notified the Company by telephone of an inability to report for work.

(8.13) Pay Practices

In the negotiations of the Production and Maintenance Agreement between Chrysler Canada Inc. and the CAW



WORKING HOURS

dated today certain interpretations were developed. The Company interpretation of the applicable sections of the Agreement will be as follows:

1. Saturday work. Section (8.4) provides:
 - (a) "Time and one-half will be paid as follows, except as provided in Section (8.6):
 - (b) "For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half."
In interpreting Section (8.4) (b), it is understood that employees who work a shift on Saturday or Friday into Saturday that normally would be their sixth day worked but have not yet worked five (5) straight time shifts in the workweek due to an absence during the workweek will receive time and one-half for the hours worked on Saturday. This interpretation is intended to cover the third shift Sunday Night Start employee who works a sixth scheduled shift, and the first or second shift employee in the situation covered by Appeal Board Case No. 3855.
2. Saturday following a holiday. Except as specified in Paragraph 1 above, employees whose shift begins on Friday and who work into a Saturday do not receive time and one-half for work on Saturday. A holiday falling during a workweek has no effect on the payment of premium for Saturday work.
3. Work into a new workweek. The workweek is defined in Section (8.11).
The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter." It is understood that this includes those employees on seven-day operations.



WORKING HOURS

Accordingly, (i) a third shift employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for the hours worked on Monday; (ii) a second shift employee who works a shift that starts Sunday and continues into Monday will be paid double time for hours worked on Sunday and time and one-half for hours worked on Monday, provided such hours on Monday are in excess of 40 straight-time hours worked during the week in which the Sunday falls. If such hours on Monday are not in excess of 40, such hours will be paid at straight time until the employee accumulates 40 straight-time hours, and then hours in excess of 40 will be paid at time and one-half. If Monday is a holiday, such hours will be paid at double time.

The above paragraph does not apply to employees on seven-day operations.

The chart attached to this letter illustrates the interpretations set forth above.

4. Seven-Day Operations. Section (8.6) of the Agreement now provides:

"Employees working on what are normally classified as seven-day operations will not be paid overtime or premium pay in accordance with Sections (8.4) and (8.5) above, but will be paid as follows:

- (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-half for time worked on the sixth (6th) day of the employee's scheduled workweek.
- (c) Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.
- (d) For the purposes of Subsections (b) and (c), a holiday specified in Section (12.1) for which an



WORKING HOURS

employee receives holiday pay or on which the employee performs work will be considered as a day worked. Notwithstanding the provisions of Section (8.8), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (c).

- (e) Double time and one-half for time worked on any of the days on which any of the designated full holidays is observed unless the holiday falls on one of the employee's regularly scheduled days off in which event the employee, in addition to holiday pay under Section (12.12), will be paid double time for time worked.
- (f) 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."

An employee who performs maintenance duties in the powerhouse and who is normally scheduled to work Monday through Friday, and an employee, who is assigned to attend or maintain an auxiliary equipment installation that operates in conjunction with five-day operations, shall not be deemed to be working on an operation covered by Section (8.6).

- 5. The provisions of Sections (8.4) and (8.5) shall not preclude mutually satisfactory local arrangements to the effect that when an employee is transferred to a different shift as the result of a reduction in the working force the employee's previous twenty-four (24) hour period shall terminate for purposes of computing overtime, and the shift to which the employee is transferred shall be regarded as the beginning of a new twenty-four (24) hour period. This provision shall not require a change in any existing local arrangement on this matter.
- 6. Section (8.2), Shift Premium and Hours, provides:
 - (a) Employees regularly employed on the second or third shift shall receive in addition to their



WORKING HOURS

regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.

- (b) 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.

Hourly employees who are scheduled to work and work a shift other than their regularly scheduled shift, will receive the premium provided in Section (8.2).

For example, an employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday the employee is scheduled to work and works a shift from 3:30 p.m. to 12:00 midnight. The employee will receive second shift premium for those hours on Friday.

First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift.

For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday the employee is scheduled to work and works a shift from 3:00 a.m. to 3:30 p.m. The employee will receive third shift premium for those hours on Friday.

- 7. These interpretations shall be effective with the effective date of the Production and Maintenance Agreement dated today and shall apply during the term of said Agreement.



PAYMENT FOR TIME WORKED ON HOLIDAYS, SATURDAYS, OR SUNDAYS EXAMPLE: NORMAL HOLIDAY

	Sun.	Mon.	Tues.	Holiday Wed.	Thurs.	Fri.	Sat.	Sun.
(Sunday Nite Start) Third Shift								
First Shift								
Second Shift								
(Overlapping) Second Shift								
(Monday Nite Start) Third Shift								

Straight Time

Time and One Half

Double Time



WORKING HOURS

(8.15) 3rd Shift Operations Sunday Night Start

During negotiations leading to the new collective bargaining agreement signed today, the parties discussed the feasibility of converting all third shift operations to a Sunday night start.

The parties recognize that in certain plants it is essential that third shift operations continue to start the work week on Monday night due to operating requirements.

Under certain conditions which are acceptable to both the Local Union and the Management of a particular plant, arrangements may be made whereby third shift operations which start on Monday night may, by mutual agreement, be changed to start on Sunday night subject to the approval of the National Union and the Staff Labour Relations Department of the Company.

(8.16) Starting Times in Plants

In the negotiations leading to the current collective bargaining agreement, the Union acknowledged that business considerations in the Company Plants often require a change of shift starting times.

It is the policy of the Company to advise the Union of the need to change shift starting times prior to implementing such change as well as to advise the Union of the reasons for such change.

(8.17) Shift Schedule

The Company reserves the right to change the current shift schedules where circumstances so warrant. Such changes will be discussed with the Union prior to implementation.

(8.18) 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



WORKING HOURS

practices in respect of employment standards not otherwise specifically covered by the collective agreement. As an outgrowth of these discussions, the parties came to the following agreement.

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

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June, 5, 1995, as the same relates to the Union, 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 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 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 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



WORKING HOURS

condition of employment than the amendment to a particular employment standard (such as an amendment to the 8 + 48 hours of work rule), then the collective agreement or past practices shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under this collective agreement. (n96)

(8.19) MOU-Distribution and Recording of Overtime

Memorandum of Understanding between Chrysler Canada Inc. (hereinafter referred to as the "Company") and the National Union, CAW, and its Local Union No. 444 (hereinafter referred to as the "Union").

In view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is agreed that the following procedure be established.

This procedure in no way takes the place of, or takes away from, Paragraph 8.1 Special Provisions Pertaining to Windsor Area Plants in the case of other than skilled trades. It establishes the mechanics only for the distributing and recording of overtime under present conditions.

Because of the limited number of departments presently operating on more than one shift, and owing to the present absence of groups, and in view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is agreed that for the time being the following procedure will not contain any reference to group or shift. However, it is further agreed that when, in the opinion of the Company, the situation warrants reference in the procedure to group and/or shift such reference shall be read into the procedure as if set out in full therein consistent with Paragraphs 8.1 or 8.1 in the above Special Provisions.



WORKING HOURS

Definition

1. For the purposes of distributing and recording overtime work: "Overtime" shall mean time worked over eight (8) hours within any period of twenty-four (24) consecutive hours, Monday through Friday; time worked on Saturdays, Sundays and paid holidays excepting that, where overtime pay is paid for time worked within a regular eight (8) hour day such time shall not be considered overtime for the purposes of this Memorandum.

Notice

2. The Union recognizes that the Company's operations do not generally permit twenty-four (24) hours' notice of overtime to be given. The Company will, however, endeavour to give to the employees affected such notice of overtime work whenever it can be reasonably done. Where such notice can be reasonably given in advance, the Supervisor will also notify the relevant Steward of the overtime work to be done and the employees involved. Where such notice cannot be reasonably given in advance the Supervisor will provide this information to the Steward as soon as it can reasonably be done thereafter.

Distribution

Other Than Skilled Trades

3. (a) Overtime will be evenly distributed when reasonably possible among the employees in the same department.
- (b) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the department provided such employees are able to satisfactorily perform the work to be done.
- (c) In choosing from among the employees of a department having an equal amount of recorded overtime then those with the greatest



WORKING HOURS

seniority able to satisfactorily perform the work to be done shall be given the overtime.

Skilled Trades

- (d) Overtime will be evenly distributed when reasonably possible among the employees in the same classification in the department. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution is concerned.
- (e) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the same classification in the department provided such employees are able to satisfactorily perform the work to be done.
- (f) In choosing from among the employees in a classification in a department having an equal amount of recorded overtime then those with the greatest seniority able to satisfactorily perform the work to be done shall be given the overtime.
- (g) An employee who attains temporary employee status after September 15, 1982, will not participate in the overtime in any classification until such overtime has been made available to all journeymen/women or permanent employees in that classification on the shift during which the overtime is to be worked in the case of week-day overtime, or until such overtime has been made available to all journeymen/women or permanent employees in the classification in the department in the case of overtime for Saturday, Sunday, or one of those holidays designated in P & M Section (12.1).



WORKING HOURS

Students

- (h) Students will not be offered overtime until all employees in the department have been canvassed. Ability to satisfactorily perform and, in the case of midweek overtime, shifts will prevail.

Records

- 4. (a) The overtime records shall be kept on the basis of overtime hours paid rather than for overtime hours worked.
Example: An employee who works for eight (8) hours on Saturday at the rate of time and one half will be recorded with twelve (12) hours, and an employee who works eight (8) hours on Sunday at the double time rate will be recorded with sixteen (16) hours, and further an employee who works eight (8) hours on a paid holiday will be recorded with sixteen (16) hours.
- (b) The overtime records shall be made available to the employee, the employee's Steward and the employee's Plant Shop Committeeperson for inspection to the extent reasonably necessary for such employee, Steward, or Plant Shop Committeeperson, to ascertain the overtime status of such employee.
- (c) The departmental overtime records shall be posted in each department, and will be up-dated weekly.

Records — When Adjusted Notice

- 5. (a) Any employee who is given notice of overtime work while at work and who refused the overtime shall, for the purposes of the record, be charged as having worked.



WORKING HOURS

- (b) Any employee who is given notice of overtime work while not at work and who refuses the overtime, shall, for the purposes of the record, not be charged as having worked. If such employee accepts the work assignment and fails to report the employee will be charged as having worked.
- (c) In the event the Company in its endeavours is unsuccessful in giving notice, the employee shall not be charged in the record. Such attempt by the Company shall fulfill its obligation towards the employee insofar as this turn at overtime is concerned.

Entering a Department

- (d) An employee other than skilled trades on returning to work after an absence of thirty (30) calendar days or more for any reason except vacation shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the number of hours which is equal to the greater of (i) the average number of overtime hours of the department or (ii) the number of hours charged against the employee immediately prior to the commencement of the absence.

An employee other than skilled trades on entering a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the average number of overtime hours of the department.

The average number of overtime hours is to be computed weekly. The overtime



WORKING HOURS

hours of Union Representatives will not be used or recorded in computing the average overtime hours for any department. When an employee ceases to be a Union Representative said employee shall assume the average number of overtime hours of the employee's department and participate in overtime distribution in the regular manner.

- (e) A skilled trades employee on returning to work after an absence of thirty (30) calendar days or more for any reason except vacation shall [except as hereinafter provided in Subsection (g)] have recorded against the skilled trades employee's name in the overtime records the number of hours which is equal to the greater of (i) the average number of overtime hours of the classification or (ii) the number of hours charged against the skilled trades employee's name immediately prior to the commencement of the absence.

A skilled trades employee on entering a classification in a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded against the skilled trades employee's name in the overtime records the average number of overtime hours of the classification.

The average number of overtime hours is to be computed weekly. The overtime hours of Union Representatives will not be used or recorded in computing the average overtime hours for any classification. When an employee ceases to be a Union Representative said employee shall assume the average number of overtime hours of the employee's classification and



WORKING HOURS

participate in overtime distribution in the regular manner.

Employees Offered Overtime

- (f) Any employee offered overtime in any department shall have such overtime charged to the employee's record.

Temporary Layoff

- (g) An employee returning to the department after a temporary layoff regardless of its duration will retain the same number of recorded overtime hours that said employee had at the time the layoff commenced.

Model Change

- (h) In the case of other than skilled trades only the overtime records will be suspended for each department as each department completes its work on the old model. From this point up until the point the Company converts the recall for the new model from a departmental basis to a plant-wide seniority basis, interim overtime records will be instituted and overtime will be distributed according to the same general principles as are outlined in this Memorandum. With the conversion to plant-wide seniority, the interim records shall cease and the suspended overtime records will be revived and shall form the basis for future distribution of overtime in the department.

Whole Department Scheduled

- (i) In the case of other than skilled trades where the same amount of overtime is scheduled or made available for all employees in a department on the same



WORKING HOURS

day, no entries need to be made in the record because the standing of the employees would not be altered.

- (j) In the case of skilled trades where the same amount of overtime is scheduled or made available for all employees in a classification in a department on the same day, no entries need be made in the record because the standing of the employees would not be altered.

Augmentation

- 6. When it is necessary to augment from another department for overtime purposes it is understood that the Company will endeavour, where reasonably possible, to use those employees from that other department who have the least number of recorded overtime hours, provided they can satisfactorily perform the work to be done. (c96)





WAGES**(9.1) Wage 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 20, 2005, except as otherwise provided in this agreement or any supplementary agreement which provides for wage rate adjustments.

(c08, **c09 Addendum**)

(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).

Effective at Beginning of First Pay Period Commencing on or After:	Based on Three-Month Average of the Consumer Price Indexes for:
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.



- (b) 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 cost-of-living 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.
- (c) 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.
- (d) 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 at the beginning of the first pay period after receipt of the Index.
- (e) 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.
- (f) 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.
- (g) The cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly pay deposit.



- (h) 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.
- (i) 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.
- (j) 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



WAGES

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 packed in annual increments equal to up to 5% of the starting base rate (excluding any lump sums). (c05, c08, **c09 Addendum**, c12)

(9.3) Rates During Agreement

During the term of this Agreement, the base hourly rate for each classification covered by this Agreement will be as described in the Company rate classification book referred to in Section (9.4) below.

(9.4) Rate Book

The Company will furnish to the National Union a copy of the rate classification book of the Company for classifications represented by the Union. The Company will also furnish to the National Union for distribution to the Local Unions applicable rate books for classifications at each plant where employees are covered by the terms of this Agreement. The rate classification books are to be treated in confidence and kept at the office of the National Union and the Local Unions.

(9.5) Rates for New Jobs

- (a) When a new job is placed in production and cannot be properly placed in an existing classification, the Company will set up a new classification and a rate of pay for that job. A written notice of the classification, rate of pay, and effective date of the classification and rate of pay will be given to the National Union.
- (b) If the National Union disagrees with the new classification or the rate of pay, the National Union may notify the Company, and the National Union and the



WAGES

Company shall thereafter negotiate the protested classifications or rate of pay. If a rate of pay is negotiated that is higher than the rate established by the Company, the negotiated rate shall be applied retroactively not more than 30 days from the date of settlement.

- (c) If the National Union does not notify the Company, as provided in Subsection (b), the classification and rate of pay shall be deemed to be satisfactory to the National Union and there shall be no appeal thereafter.

(9.6) 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.
- 1st year anniversary date – increase to 75% of the full base rate
 - 2nd year anniversary date – increase to 80% of the full base rate
 - 3rd year anniversary date – increase to 85% of the full base rate
 - 4th year anniversary date – increase to 90% of the full base rate
 - 5th year anniversary date – increase to 95% of the full base rate
 - 6th 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).
- 3rd year anniversary date – increase to 65% (\$22.12)
 - 4th year anniversary date – increase to 70% (\$23.82)



WAGES

- 6th year anniversary date – increase to 75% (\$25.52)
- 7th year anniversary date – increase to 80% (\$27.22)
- 8th year anniversary date – increase to 85% (\$28.93)
- 9th year anniversary date – increase to 90% (\$30.63)
- 10th 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.

- (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



WAGES

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 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.
- (g) The foregoing Subsections (9.6)(a), (9.6)(b), (9.6)(c) and (9.6)(d) shall not apply to skilled trades classifications.
(c05, c08, **c09 Addendum**, c12)

(9.7) Deposit and Statement Distribution

- (a) The Company agrees to furnish each local Union on a monthly basis a list of employees who have unclaimed pay.
- (b) It is the intent of Management to continue to retain the pay statements of those employees who are absent on their regular pay day until Monday noon of the following week.
- (c) The Company will arrange for an adjustment which will be paid the same day where the shortage equals the equivalent of eight (8) hours or more pay. A pay shortage of 7.9 hours which occurs solely because an employee failed to ring will be included in this



procedure. Separate pay rates for skilled and non-skilled employees will be used in determining the adjustment. In the case of those paid Thursday afternoon, the adjustment payment will be made available on Friday. (c96)

(9.8) Accumulation of Time - Higher Classifications

The Company's practices on accumulating time on higher classifications are as follows:

- (a) It is recognized that under certain circumstances it is necessary for employees to be regularly assigned to do work that falls within two or more hourly classifications with different rates of pay. The employee so assigned will be classified on the higher classification provided the employee spends 50% or more of the employee's time on the work of the higher classification. In such cases no reduction in rate will be made for the time worked on the lower classification.
- (b) An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for one or more hours of a shift shall be paid at the rate of the higher classification for all hours worked on that shift. The Company has instructed its supervisors to maintain accurate records of time accumulated on higher classifications, and to process for payment any accumulation of such time on a pay period basis. Whenever requested to do so by an employee and, in any event, before submitting the request for payment of accumulated time, the Supervisor will show to the employee the copy of the Hourly Rate Adjustment Notice retained by the Supervisor and permit the employee to copy any information from it.
An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for less than one hour on a shift shall receive the rate of the lower classification for all hours worked on that shift.
- (c) A seniority employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification who receives the rate of a higher



WAGES

classification shall be paid the full base rate of the higher classification.

- (d) This letter regarding accumulation of time will not be applicable to local plant agreements regarding division of overtime covering classifications paying different rates, or to the assignment of Union representatives where such assignment is made for representation.

(9.9) Reclassification

Where an employee has held a particular hourly classification and rate while performing the same job for a period of one (1) or more years, and Management determines that the classification is improper for the job in question, Management may reclassify the job to the appropriate hourly classification, but the employee's rate of pay while assigned or reassigned to that job will not be changed. The proper classification and rate of pay shall apply to any future employee on the job so reclassified. This shall not preclude the Union from protesting the propriety of such reclassifications through the grievance procedure.

(9.10) Wage Progression/COLA Fold-In

For the purposes of administering the new hire provisions of the new Collective Agreement, it was agreed that employees hired prior to the effective date of the new Agreement who are governed by the provisions of Section (9.6) shall have the calculation of their base rate determined on the basis of 70%, 80% or 90%, as the case may be, of the maximum base rate under the current Agreement, except that the cost-of-living allowance fold-in effective September 22, 2008 will not be subject to the reduction to 70%, 80% or 90%, as the case may be, but shall be transferred to base rate without reduction. (n93, c08)





BENEFITS

(10.1) Benefit Exhibits

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

Exhibit A. - Supplemental 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

(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, provided 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.

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



BENEFITS

premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for 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) Jury Duty

Any employee with seniority who is called to and reports to jury duty (including Coroner's Juries) shall be paid an amount equal to the employee's straight time hourly rate, exclusive of shift, overtime, and any other premiums, on the last day worked multiplied by eight (8) or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work for the Company on the day for which the payment is to be made less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which the employee serves.

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 such payment is claimed. Any 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.

An otherwise eligible hourly employee who reports for jury duty service in accordance with the direction of the court and who is released by the court early in the day, is not required to return to work on that day to be eligible for jury duty pay for the day.



BENEFITS

This Section (10.3) is not applicable to an employee who, without being summoned, volunteers for jury duty. (c99)

(10.4) Leave for Union Business - Benefit Level

Eligibility

During the course of negotiations the Union expressed concern about the disparity with respect to the benefit level eligibility of those full time Local Union officers granted a leave for Union Business. After reviewing the matter, the Corporation agreed that those employees, of a plant within the Production and Maintenance Agreement, who have been granted a Leave for Union Business to hold the position of a full-time Local Union Officer will be deemed to hold the higher rated of the last regularly held classification or classification No. 5629 - Electrician.

(10.5) Alcoholism and Drug Abuse

During negotiations the parties reaffirmed their continuing conviction that it is important to provide assistance to employees afflicted with alcohol and drug dependence and to find ways to motivate them to recognize their problem and seek treatment where appropriate. Accordingly, the parties have expressed their mutual wish to continue their progress toward the common goal of achieving an effective alcohol and drug abuse program at CAW locations.

While the current Chrysler-CAW program has continued to develop and mature, it has become apparent that the most successful local programs are those that have enjoyed the full support of the respective plant managements and Local Unions. That support has led to different approaches to similar problems at the various locations. Difficulties of implementation that exist at one location may not exist at others. Solutions, in part at least, therefore, have to be tailor-made for the location. For example, the proximity or availability of approved treatment facilities, the suitability of places utilized for employee contact, and the prior existence of a union or government-sponsored program are all factors bearing on the success of an alcohol and drug abuse program at the local level.



BENEFITS

The foregoing leads us to conclude that our joint endeavor should be to continue to assist local programs in developing methods that will more effectively encourage afflicted employees to seek assistance under the program and that will convince them of the privacy and confidentiality of such assistance. To this end, the National Alcoholism and Drug Abuse Committee, pursuant to the principles and guidelines previously established, will (i) analyze those causes that inhibit and those that foster employee utilization of the program at each location, (ii) establish procedures for the confidential maintenance at each location of records of employees using the program, and (iii) communicate to all locations, when appropriate, those techniques that have proved successful at one or more locations, (iv) co-ordinate and oversee a pilot training program for certification of the Employee Assistance/Substance Abuse Representative and develop an evaluation procedure to measure improved performance as a result of the training, (v) recommend and co-ordinate an in-plant awareness campaign on substance abuse information handouts, posters, etc., and (vi) initiate a four (4) hour drug/alcohol awareness training for union representatives and supervisors conducted by the in plant Employee Assistance/Substance Abuse Representative.

Representation on the National Committee shall be two (2) Management and two (2) Union members and shall meet twice each year. The National Committee will also continue to periodically review local programs to assist local management and local shop committees concerned with alcohol and drug abuse problems who believe they are experiencing difficulty in attaining program effectiveness.

Our experience under this program thus far shows that an effective company-wide program requires the full co-operation of management and Union alike. The joint efforts necessary to provide assistance to afflicted employees may, however, be complicated by many factors such as multi-shift operations, plant location and population, in-plant facility available for employee contact, plant layout, and the need for



BENEFITS

privacy. We mutually endorse reasonable and practical resolution to these problems where they exist.

Finally, the success that already has been achieved under the program indicates the commitment that both the Company and the CAW have toward helping employees with problems of alcohol and drug dependence. We will continue to monitor and assist with local program activities to assure the continued success and improvement of this Chrysler-CAW program.

(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 of 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,



BENEFITS

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%.
 - 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 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. (c99, 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 New Vehicle Purchase Program for employees with at least ninety (90)



BENEFITS

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. 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

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.



(10.11) Job Counseling and Placement Assistance Program

During these negotiations the parties discussed the job counseling 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 counseling/training. (c02)

(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



BENEFITS

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.

(10.13) Joint Letter on Public Pension Policy and Guarantees

Chrysler Canada Inc. recognizes the importance of contributing to the lifetime income security of its long-term employees as evidenced by the high quality of the pension program it sponsors.

The ability of employers to offer and fund these programs is affected by a number of factors. The long term financial strength of the employer is crucially important. Broader financial market developments impact both the cost and the risk of pension programs. And broader public policy also impacts on the effectiveness and sustainability of these programs.

As Chrysler Canada Inc. and the CAW continue their joint efforts to negotiate programs providing retirement benefits for our employees and members, we also believe there is a need for Canada's broader pension policies to evolve to better support these programs.

Our employer-sponsored pension benefits, together with benefits paid by the public pension system including CPP and OAS benefits, have the goal of providing adequate combined income levels during retirement. This requires that public pensions provide an essential foundation upon which employer-sponsored plans can be built.

Over time, however, those public benefits have provided a diminishing share of income replacement for many Canadian retirees, including CAW members. In the future, policy-makers should aim to reverse this relative erosion in public pension benefits. This will enhance the retirement security of



BENEFITS

millions of Canadian workers, and will also enhance the ability of employer- sponsored plans to more effectively reach desired income replacement targets.

The regulatory system governing employer-sponsored pension funds is another factor influencing both the cost and accessibility of defined benefit plan coverage. Regulations governing the provision of defined benefit plans should facilitate the efforts of plan sponsors to provide promised benefits to retirees. Pension funding is highly sensitive to changes in financial markets and interest rates.

To assist the sponsors of defined benefit plans in meeting these challenges, pension funding rules should reflect an appropriate balance between ensuring the long-run viability and security of these plans, and reducing the financial burden associated with providing such plans. Governments must also play direct role in stabilizing the defined benefit pension system by providing a financial backstop, in appropriate circumstances, in the form of an effective and meaningful guarantee system for pension benefits.

Employers providing pension benefits have the primary responsibility for ensuring that their plans are adequately funded, and pension regulations should continue to reflect this. But in instances of dramatic financial turbulence, and/or serious problems in the financial viability of plan sponsors, it is essential both to the income security of plan participants and to the credibility and sustainability of our country's overall pension system that benefits under employer-sponsored defined benefit plans are backed by an effective and adequate guarantee system.

The guarantee system should be funded in a manner which does not place an undue burden on plan sponsors who meet their funding obligations.

We believe that appropriate levels of public pension benefits, coupled with a viable guarantee system, can be constructed in an efficient manner without undue burden on plan



BENEFITS

sponsors, participants, or taxpayers. We believe these essential elements would greatly enhance our joint efforts to provide for a healthy and secure retirement income for our employees and members. (n05)

(10.15) Pension Benefit Reduction

The parties agree that if any employee'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 temporary pension for employees retiring after December 31, 1991"), or of Section 6 of Article VII ("Maximum allowable total benefits for employees retiring after December 31, 1991"), then the Company agrees to pay to such employee an equivalent pension from general revenues so long as the commuted value of that pension exceeds 2% of the YMPE at the time of retirement. When the commuted value is 2% or less of the YMPE at the time of retirement, the retired employee will be paid the value as a lump sum. Any other reductions in pension due to regulatory requirements shall continue to be paid as a lump sum at retirement or death, whichever is applicable.

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 commuted value of the reductions shall be made at the time the employee's seniority ceases 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). (c99)

(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.



BENEFITS

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. (n90)

(10.17) Annual Benefits Meeting

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

It was agreed that the meetings 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.

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. (n90, c02)



BENEFITS

(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.

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

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;



BENEFITS

- (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 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**, c12)

(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



BENEFITS

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 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 P&M Agreement Section (10.1) 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. (n96)

(10.21) Memorandum of Understanding Special Contingency Fund

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



BENEFITS

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, (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.



BENEFITS

- (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,
 - 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



BENEFITS

-
- 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 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, **c09 Addendum**)

(10.22) SCF Exclusion for AWS Operations

During the course of current negotiations, the parties discussed the exclusion of overtime penalties for a plant that implements an AWS schedule. Consequently, it was agreed that a formula be developed to determine the overtime penalty that will be excluded, as follows:

On the first day of the month following the commencement of an Alternate Work Schedule (AWS) the Special Contingency Fund (SCF) accrual will be adjusted based on the following steps:

- Step 1: The affected plant's monthly SCF excess hours will be calculated for each of the immediately preceding 12 months.



BENEFITS

- Step 2: A monthly average excess hours will be determined for the affected plant.
- Step 3: For each full month of AWS operation, a plant specific excess hour amount will be calculated.
- Step 4: For months in which the excess hours calculated in Step 3 exceeds the average penalty calculated in Step 2, the P&M SCF accrual will be reduced by the difference between the amount calculated in Steps 2 and 3 multiplied by the current SCF penalty. (n93)

(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, and Clerical and Engineering Agreements), two members designated by the Company and two 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 continue 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



BENEFITS

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. (c99, c02, **c09 Addendum**)

(10.24) Employee Family Assistance Program

During these negotiations, the Company agreed to pay short-term family counseling for employees, eligible dependents of employees, retirees, and the eligible dependents of retirees, who require counseling 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

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-



BENEFITS

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

For the purposes of definition, an employee's dependents as referred to above, shall be those dependent children and spouse specified in Section III. 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 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 be paid as per language above starting in year 11. (c99, c02, c05, **c09 Addendum**, c12)

(10.27) Financial Programs Package

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

- Registered Retirement Savings Plan (RRSP),
- Spousal RRSP,
- Non-registered Savings Plan, and



BENEFITS

- 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.

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)

(10.28) New Vehicle Discount Program

During 2008 negotiations, the parties discussed an employee automotive discount purchase program.

Discount Program

The parties agreed to implement an automotive discount program consisting of the following features:

- \$2,600.00 discount for eligible employees from the Employee New Vehicle Purchase Plan price on eligible vehicles
- \$2,600.00 discount for eligible retirees from the Retiree New Vehicle Purchase Plan price on eligible vehicles
- Applicable to ONE (1) purchase or lease made on or after October 1, 2008 and during the term of the 2008 collective agreement only
- Eligible vehicles are new vehicles assembled in North America eligible under the Employee/Retiree New Vehicle Purchase Plan
- Eligible employees are employees (or their surviving spouses) who qualify for healthcare



BENEFITS

- benefits. Employees must have at least one (1) year of seniority at the time of the purchase or lease
- Eligible retirees are retirees (or their surviving spouses) who are receiving a normal, early (regular or special), or disability retirement benefit at the time of the purchase or lease
 - The \$2,600.00 New Vehicle Discount Program is not combinable with the \$35,000.00 Car Voucher Program. (n05, c08, **c09 Addendum**).





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 with 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.
- (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 Canada Inc.



LEAVE OF ABSENCE

- employees. Such a leave may be extended for additional periods not to exceed one (1) year each.
- (e) Applications for leaves of absence by skilled trades employees to participate in international or Canadian relief programs/agencies will be considered.
 - (f) 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.
 - (g) 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))

(11.2) 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 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 to an employee for other union activities upon the written request of the National Union to the Manager of Labour Relations of the Company.



LEAVE OF ABSENCE

- (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)

(11.3) Military Active Reserve Duty

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 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
September 1, 2014	Labour Day
October 13, 2014	Thanksgiving Day



HOLIDAY PAY

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	Remembrance 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

* Brampton employees will not observe the November 12, 2012, November 11, 2013, November 10, 2014, November 13, 2015 holidays but instead will observe the October 5, 2012, October 11, 2013, October 10, 2014 and October 9, 2015 holidays.

* Etobicoke employees will not observe the November 12, 2012, November 11, 2013, November 10, 2014, November



HOLIDAY PAY

13, 2015 holidays but instead will observe the August 6, 2012, August 5, 2013, August 4, 2014 and August 3, 2015 holidays.

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. 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**,c12)

(12.2) Eligibility

An employee will be paid for eight hours at the employee's regular straight time hourly rate inclusive of shift premium, but exclusive of overtime premium for the designated holidays 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 employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, 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 scheduled workweek. An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the



HOLIDAY PAY

scheduled workweek, but not both, shall be deemed to have met the requirements of this Paragraph (c); except that in the case of holidays which fall in the holiday period starting December 24 through the following January 1 the employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday period, regardless of the workweek in which the scheduled working days fall.

- (d) Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 22, 2012
Sunday, December 23, 2012
Saturday, December 29, 2012
Sunday, December 30, 2012
Saturday, December 21, 2013
Sunday, December 22, 2013
Saturday, December 28, 2013
Sunday, December 29, 2013
Saturday, December 27, 2014
Sunday, December 28, 2014
Saturday, January 3, 2015
Sunday, January 4, 2015
Saturday, December 26, 2015
Sunday, December 27, 2015
Saturday, January 2, 2016
Sunday, January 3, 2016

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday. (c05, c08, **c09 Addendum**, c12)



(12.3) Employees Laid Off or Going on Sick Leave

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to or during the week in which the holiday falls, shall receive pay for such holiday, except that an employee on sick leave and in receipt of Workers' Compensation benefits for such holiday shall not qualify for the holiday.

(12.4) Employees Returning From Layoff or Leave of Absence

When an eligible employee is on layoff or on approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, the employee shall be eligible for pay for that holiday.

(12.5) Holidays Falling on Saturday or Sunday

- (a) When a holiday falls on Saturday or Sunday, eligible employees shall receive holiday pay provided they qualify under Subsection (c) of Section (12.2).
- (b) When any of the holidays designated in Section (12.1) falls on Sunday and the day following is observed as a holiday by the Provincial or the Federal Government, such day shall be paid as the holiday.

(12.6) Employees on Leave of Absence for Jury Duty or Vacation

When any of the holidays designated in Section (12.1) falls within an approved leave of absence for vacation under the established vacation plan and the employee's absence from work is attributable to such absence, the employee shall receive pay for such holiday.

When any of the holidays designated in Section (12.1) falls within the employee's approved leave of absence for jury duty and the employee's absence from work that day is attributable to the employee's serving on jury duty, the employee shall receive pay for such holiday and retain the daily jury duty fee paid the employee by the court in which the employee serves.



(12.7) Holiday Pay - Christmas Holiday Period

- (a) A seniority employee who requests and is granted a vacation leave of absence which includes the last scheduled working day prior to a Christmas Holiday Period and who also requests and is granted a vacation leave of absence which includes the first scheduled working day after such Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas Holiday Period.
- (b) A seniority employee excused by said employee's Supervisor from work on the last scheduled working day prior to or on the next scheduled working day after a Christmas Holiday Period, or both, shall, if otherwise eligible, receive pay for the holidays which fall in that Christmas Holiday Period.
- (c) A seniority employee on sick leave of absence who is released by said 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 the employee's availability for work and, provided further, that the employee presents satisfactory medical evidence of the employee's availability to work on such day upon the employee's return to work.
- (d) 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 Period which fall (1) on or after the expiration date of such leave or (2) on and after the date the employee notifies the employee's plant of the employee's availability for work, whichever is later.
- (e) A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for pay for two (2) of the holidays in the Christmas Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.



(12.8) Holiday Pay - Temporary Layoff

A seniority employee who is temporarily or indefinitely laid off during the fourth 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 the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh 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 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. (c96)

(12.9) P.A.A./Absence with Permission and Holiday Pay Eligibility

An employee who requests and is granted Paid Absence Allowance for the balance of a week in which a regular paid holiday falls will be deemed to meet the requirements of Section (12.2) of the Agreement. This will apply only where the employee has sufficient Paid Absence Allowance available to blank out the entire week except for the holiday.

In the circumstance where an employee does not have sufficient P.A.A. to blank out the week of the holiday the employee will be deemed to satisfy the requirements of this Section if the employee is granted a minimum of twenty-four (24) hours P.A.A. which together with excused absence does enable the employee to blank out the week of the holiday.

A seniority employee who requests and is granted Absence with Permission (AP) will be deemed to meet the requirements of Section (12.2) of the Agreement provided all of the following:



HOLIDAY PAY

- The employee must be excused by management for all of the scheduled working days in the week in which the holiday is scheduled.
- The week prior to and the week following such holiday must be scheduled work weeks,
- The employee must have worked the last scheduled working day in the week prior to and the first scheduled working day in the week following such holiday. (c96)

(12.10) Return to Work on Friday Holiday

Under the normal holiday pay and sickness and accident benefit rules an employee on sick leave who is cleared on Thursday by the employee's doctor and the Company medical officer as able to return to work on a Friday holiday may not qualify for either holiday pay or sickness and accident benefits. Such an employee will be deemed to qualify for holiday pay if otherwise eligible.

(12.11) 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.

(12.12) Seven-Day Operations

Employees working on operations which are normally classified as seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; provided, however, that if such employees work on a holiday which falls on their scheduled day of work when such employees are scheduled to work on a holiday and do work, they shall not receive holiday pay under this procedure but shall be paid for time worked in accordance with Section (8.6).



HOLIDAY PAY

(12.13) Failure to Report for Holiday Work

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive holiday pay.

(12.14) Probationary P & M Employees Formerly On Salary

In the past the Union has expressed its concern regarding long service salaried employees of the Company who do not qualify for holiday pay after being hired into an hourly Production and Maintenance bargaining unit because they had not acquired seniority in such unit on the date of the holiday.

In the event such situation should occur, a Representative of the National Union may discuss the matter with the Director of Labour Relations of Chrysler Canada Inc.

(12.15) T.P.T. Employees - Holiday Pay

During these negotiations the parties have discussed the eligibility of temporary part-time employees for holiday pay.

The Company has indicated that should the Union identify specific cases where a TPT can show a history of being scheduled to work on a particular day on which a holiday has fallen but has not qualified for holiday pay because the employee did not work the required day in the previous workweek, the Company would review these cases with a view to providing payment.

The Company and the Union have agreed to meet during the course of the new Agreement to review the holiday qualifications provisions of the TPT program.

Also, with respect to the holidays in the Christmas holiday week, a TPT employee will be deemed to have met the requirement of working within the scheduled workweek if said TPT employee works the employee's next scheduled working day in the workweek following the Christmas holiday week.



(12.16) 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 as of the effective date of the new Agreement, loss of holiday pay would not be included as part of disciplinary layoff penalty assessed.

(12.17) Christmas Bonus - \$1,700

During these negotiations it was agreed by the Company and the Union that employees who are eligible for payment-in-lieu of vacation in accordance with the provisions of Section (13.2) will receive a special payment of \$1,700.00 on the last regular pay deposit prior to the Christmas Holiday Period each year of this Agreement provided they are on the roll as of the first Sunday in December of each year.

Employees who qualify for only a portion of their payment-in-lieu of vacation under Section (13.2) 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, SPA, and PAA

(13.1) Schedule and Notice

It is agreed that the vacation shall be granted within the months of July and/or August and notice of the vacation period shall be posted not later than March 15th in each year for all plants covered under this agreement with the exclusion of Etobicoke Casting and prior to that date the parties will discuss whether the vacation period for such a year shall be one (1) week or two (2) weeks (c05).

(13.2) Payment Schedules

- (a) On June 30 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 May 31 occurs and the preceding 51 pay periods) as follows:

Employees hired prior to September 24, 2012 the following table applies:

Seniority on June 30 of the Vacation Eligibility Year	Basic Payment in Lieu of Vacation With Pay	Paid Absence Allowance
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, SPA and PAA

Employees hired on or after September 24, 2012 the following table applies:

Seniority on June 30 of the Vacation Eligibility Year	Basic Payment in Lieu of Vacation With Pay	Paid Absence Allowance
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 June 30 of the vacation eligibility year and the number of pay periods during which the employee worked during the eligibility year.



VACATION, SPA and PAA

- (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:

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%

- (c) A seniority employee hired prior to September 24, 2012 with less than one (1) year of seniority on June 30 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.



VACATION, SPA and PAA

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:

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%

- d) 1. The above basic payments in lieu of vacation with pay shall be computed at the employee's straight time hourly rate effective the beginning of the first pay period beginning on or after June 1 (or if off the active hourly payroll, at the rate for the last day worked) of each year during the term of this Agreement exclusive of overtime premium, but including shift and seven-day operations premiums plus the then current Cost-of-Living Allowance.
2. Employees who are otherwise eligible will receive shift premium for payment in lieu of vacation hours based on the proportion of the total time worked to that which is worked on the second and third shift during the vacation eligibility year.



VACATION, SPA and PAA

3. Basic payment in lieu of vacation with pay entitlement shall be paid to eligible employees in 40 hour increments at the time the vacation shutdown occurs and any amounts over and above the vacation shutdown period shall be paid in June of each year, provided, however, that an eligible employee may elect to be paid all or part of the employee's basic payment in lieu of vacation with pay at the time the employee takes vacation leave of absence (less the amount(s) paid for the one (1) or two (2) weeks of vacation pursuant to 13.1 - Schedule and Notice) , computed as set forth above, by indicating this election on the employee's vacation request form.
 4. Payments from an employee's Paid Absence Allowance because of absence or because of termination of the employee's employment by death, retirement or otherwise, shall be computed at the employee's straight time hourly rate on the employee's last day worked exclusive of overtime premium, but including shift and seven-day operations premiums and the amount of any cost-of-living allowance then in effect.
 5. Payment of the unused portion of the Paid Absence Allowance shall be computed in the same manner and at the same time as the employee's basic payment in lieu of vacation with pay for the next vacation year.
- (e) 1. An employee may use the hours credited to the employee's Paid Absence Allowance in units of no less than one-half (1/2) day periods for: excused absence because of illness when not receiving Sickness and Accident Insurance; or absence that the employee's supervisor has excused because of personal business; or as payment for a vacation leave of absence. A request for Paid Absence Allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the



VACATION, SPA and PAA

Management from considering such absence as the basis, in whole or in part, for disciplinary action.

2. Any portion of an employee's Paid Absence Allowance that the employee does not use in the form of paid absences during the vacation payment year (the pay period following the pay period in which May 31 occurs and the next 51 pay periods) will be paid to the employee (computed pursuant to Subsection (d)), at the time the Company makes its payment in lieu of vacation with pay in the following payment year. An employee permanently separated or promoted to a salaried classification shall receive any remaining unused Paid Absence Allowance within thirty (30) days after the Company receives notification of the employee's separation or promotion.
 - (f) An employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods the employee would otherwise have been scheduled to work during the period of compensable disability provided such employee works at least one pay period in the eligibility year.
 - (g) An employee who receives pay for one or more of the designated holidays which fall in work weeks commencing December 24, 2012, or December 23, 2013 or December 29, 2014, or December 28, 2015 shall receive credit for a pay period worked for purpose of computation of entitlement under Section (13.2), Payment Schedules.
 - (h) Employees who submit a written request for payment of deferred Paid Absence Allowance at least one week in advance of the requested payment date will receive payment of the full amount of the employee's remaining Paid Absence Allowance.
- (c05, c08, **c09 Addendum**, c12)



VACATION, SPA and PAA

(13.3) Eligibility

(a) An employee will be considered eligible for payments under Section (13.2) if the employee has worked for the Company for at least 13 pay periods in the vacation eligibility year and:

1. is on the active hourly payroll on June 30 of the vacation eligibility year. If the employee has been promoted to a salaried classification subsequent to June 30 of the vacation eligibility year but prior to the established date for distribution of basic payment in lieu of vacation cheques, the employee may be granted a vacation under the appropriate salaried vacation plan rather than the hourly basic payment in lieu of vacation with pay;

or

2. is not on the active hourly payroll on June 30 of the vacation eligibility year because of sickness or injury, layoff, or leave of absence.

(b) A salaried employee transferred to an hourly job or laid off from a salaried position and reinstated to an hourly job, who is otherwise eligible, shall receive payments under Section (13.2) based on the employee's Corporate service and the total number of pay periods worked in the vacation eligibility year, less any payment previously received for a salaried vacation earned in the current and/or preceding calendar year.

- (c) 1. Employees who prior to June 30 of the vacation eligibility year have died or have retired under the Pension Plan or were automatically retired at age sixty-five (65), or their estates, or estates of deceased retired employees shall receive basic payments under Section (13.2) that the employees were otherwise eligible to receive, computed as set forth in Subsection (c) 2. below; provided, however, that an employee who retires or is retired under the provisions of the Pension Plan and who, but for retirement, would have at least one year's seniority as of June 30 of the vacation eligibility year but who



VACATION, SPA and PAA

has not worked in at least thirteen (13) pay periods in the vacation eligibility year shall receive for each of the pay periods the employee worked during such year one twenty-sixth (1/26) of the maximum basic payments to which the employee's seniority as of June 30 of the vacation eligibility year would otherwise have entitled the employee under Section (13.2), computed as set forth below.

2. The basic payments set forth in Subsection (c) 1. above shall be computed at the employee's straight time hourly rate exclusive of overtime premium but including shift and seven-day operations premium and the amount of cost-of-living allowance in effect on the last day worked.

(13.4) Scheduled Paid Absence (SPA)

- (a) SPA weeks will be scheduled in six SPA periods as follows:

SPA Eligibility Date	SPA Period
October 6, 2008	January 5, 2009 – May 31, 2009
March 2, 2009	June 1, 2009 – December 20, 2009
October 5, 2009	January 4, 2010 – May 30, 2010
March 1, 2010	May 31, 2010 – December 26, 2010
October 4, 2010	January 3, 2011 – May 29, 2011
February 28, 2011	May 30, 2011 – December 25, 2011

- (b) Employees hired prior to May 19, 2008 having at least one (1) year of seniority on the SPA eligibility date and having worked in the SPA eligibility period (i.e. the pay period in which the SPA eligibility date falls and the preceding 25 weeks) will become eligible for forty (40)



VACATION, SPA and PAA

hours of SPA to be scheduled in the corresponding SPA period. Payment will include applicable shift premium.

- (c) Employees hired after May 19, 2008 having at least three (3) years of seniority on the SPA eligibility date and having worked in the SPA eligibility period (i.e. the pay period in which the SPA eligibility date falls and the preceding 25 weeks) will become eligible for forty (40) hours of SPA to be scheduled in the corresponding SPA period. Payment will include applicable shift premium.
- (d) SPA weeks will be scheduled by random computer program, excluding the month of July and August and any pay period with three or more Christmas holidays.
- (e) In the event a designated holiday falls within an employees SPA week the employee will receive the applicable holiday pay in addition to the forty (40) hours SPA pay.
- (f) Employees will not be eligible for overtime during the work week as defined in Section (8.11) of the P&M Agreement in which their SPA is scheduled.
- (g) If an employee is laid off either temporary or indefinite when the employee's SPA week occurs, the employee's hours will revert to PAA. Scheduling and payment will be in accordance with the provisions of Section (13.2) of the P&M Agreement.
- (h) An employee receiving WSIB and/or S&A benefits during a SPA week shall have entitlement added to their Paid Absence Allowance hours to be used in accordance with Section (13.2) of the Production and Maintenance Agreement.
- (i) The trading of one SPA week per period will be permitted by employees in the same classification, in the same zone, in the same department, and on the same shift subject to the approval of their supervisor and administrative arrangements acceptable to the company. The parties agree that operational considerations will be the deciding factor in permitting the trading of SPA weeks on a case by case basis.
- (j) Employees who retire will not be required to register their attendance during the SPA period to be eligible for



VACATION, SPA and PAA

their SPA payment, providing all other eligibility requirements are met. (c05, c08, **c09 Addendum**)

(13.5) Administrative Procedures of the SPA Program

The parties have met and agreed to the following interpretations:

- (a) The Company and the Union are mindful of and do not desire to impact the efficiency of the operations which must be protected at all times. Accordingly, notwithstanding the provisions of paragraph (h) of Section (13.4), in the event that there are significant employee transfers into or out of a department which because of the scheduled SPA time would adversely impact the operations, the Human Resources Manager and the Shop Chairperson will modify the designated weeks off in order to protect skill levels and quality.
- (b) Any discipline assessed which would be scheduled during the SPA weeks shall not otherwise disqualify the employee for payment of the day in which the discipline was scheduled. As an example, if an employee was assessed a three (3) day disciplinary layoff, scheduled to be on Friday, Monday and Tuesday ... and Monday and Tuesday were days the employee was designated off as SPA week, the discipline would reflect a three (3) day disciplinary layoff, however the employee would receive SPA payments for those two (2) days.
- (c) Notwithstanding the provisions of paragraph (g) of Section (13.4), the Company and Union agree that should at any time the Company demonstrate a significant increase in the number of employees on WSIB and/or S&A status during their SPA weeks the parties will endeavor to determine the underlying causes for such increase.
If the underlying causes have not been identified and corrective action has not been taken prior to the commencement of the next SPA scheduling period the Company reserves the right to disqualify from



VACATION, SPA and PAA

SPA entitlement employees in receipt of WSIB or S&A during their SPA week. (c96, **c09 Addendum**)

(13.6) Vacation and PAA - Encouragement to Take Time Off

During the current negotiations, the parties discussed the Payment in Lieu of Vacation and Paid Absence Allowance Plan and its purpose of providing employees with paid time away from work during the course of the year.

While the parties recognize that circumstances may arise that prevent full utilization of such paid time off, they agreed that employees should be encouraged to take their vacation time, rather than pay in lieu. In this regard, the Company agreed that it would conduct its business in a manner consistent with such encouragement. (n93)

(13.7) Vacation Utilization

During recent negotiations considerable attention was given to the use of vacation entitlement by employees as outlined in the collective agreement. In particular, the Union clearly outlined its position on time away from work and the Company for its part outlined its need for programs that minimize operational complexity and administrative burden.

Consistent with these discussions, the parties further agreed to the principle of full utilization of vacation.

As a result, alternatives for achieving the principle of full utilization of vacation will be discussed and studied by the parties during the term of this agreement.

(13.8) Vacation Pay Advance

During recent negotiations, the Company and the Union had discussions regarding the practice of providing employees with the ability of receiving their vacation pay once full entitlement has been earned.

The Company agrees that once full entitlement has been earned, the employees may submit a Vacation Pay Request after January 1st of the vacation year which will generate a



VACATION, SPA and PAA

pay for full entitlement under the Payment in lieu of Vacation Plan, less two weeks, as soon as practicable after the request is made. This provision is not applicable to skilled trades since these employees may receive full payment with no reduction of the two weeks as they are required to work the scheduled shutdown. (c96)

(13.9) Schedule — Vacation Period

In the negotiations leading to this collective agreement, the Company advised the Union of its plans to schedule vacation periods of one week in duration at plants operating an Alternative Work Schedule, as outlined in Production and Maintenance Agreement Section (13.1) Schedule and Notice.

Management informed the Union that the high demand for its products was the underlying reason for this decision, and, as a result of extensive discussion on the issue, plans were established to provide employees, wherever possible, with two consecutive weeks of vacation, notwithstanding a one week vacation period.

When a vacation period of one week in duration is scheduled for a plant operating an Alternative Work Schedule:

- The plant will operate on two shifts only during the week preceding the vacation shutdown.
- The plant will operate on two shifts only during the week following the vacation shut down.
- At management's discretion, an additional thirty (30) minutes production will be scheduled each day to maximize production.
- Summer students will be used, to the extent possible, to support requests for vacation leaves outside of the weeks immediately preceding and following the vacation shutdown.

In scheduling vacation shutdowns of one week in duration, management will advise the Union as soon as practicable, to enable employees to formalize vacation plans, but in any case, by no later than March 15. The Union will give due consideration to the use of TPT employees to facilitate vacation leaves of absence.



VACATION, SPA and PAA

Issues arising from the vacation scheduling format outlined above may be raised by the Union for review and disposition. (c96)

(13.10) Vacation Encouragement

Consistent with the intent of Letter 13.6 Vacation and PAA - Encouragement to take Time Off"; it is understood that employees wishing to work during the Vacation Shutdown period, who had not yet scheduled two weeks of vacation, must schedule two weeks at the time they are signing up for work. (n05)

(13.11) Response to Mandatory Vacation

During 2005 negotiations the parties confirmed their concerns related to vacation scheduling. It was agreed that employees who have not taken two (2) weeks of vacation prior to September 1st of the calendar year will be required to schedule those weeks by October 1st of the calendar year. (n05)





SKILLED TRADES

(14.1) Skilled Trades Employees

The following Special Provisions Pertaining to Skilled Trades Employees (hereinafter referred to as the Skilled Trades Agreement) supplement the provisions of the Production and Maintenance Agreement applicable to skilled trades employees.

(14.2) Definitions

When used in this Agreement:

- (a) The term "Journeyman/woman" means an employee in a skilled trades classification who has acquired the right to exercise seniority in one or more of such classifications, as hereinafter provided.
- (b) The term "Temporary Employee" means an employee who has not acquired the right to exercise seniority in any of the skilled trades classifications.
- (c) The term "Apprenticeable Skilled Trades Classification" means a classification in a trade which is apprenticed in one or more Chrysler plants covered by the Agreement.
- (d) The term "Apprentice" means an employee duly registered and entered in a recognized training program for a skilled trade in one or more Chrysler plants covered by the Agreement.

(14.3) Journeyperson

Upon completion of the Chrysler Apprentice Training Course and having successfully completed the Certificate of Qualification, an apprentice shall immediately become a journeyperson and shall be given a seniority date as set forth in Section (14a.12) Seniority, Apprenticeship and Apprentice Standards.

(14.4) New Hires Skilled Trades Classifications

- (a) The qualifications of an employee hired to work in the skilled trades classifications shall be carefully ascertained at the time of hiring. The employee's experience must be in work of the kind performed at



SKILLED TRADES

Chrysler in the employee's classification and the employee must be fully qualified to do the work of one or more of these classifications.

- (b) As a new hire an employee must prove that he/she (i) the employee has worked in the trade at least eight (8) years, (ii) has satisfactorily completed a bona fide apprentice training course with similar standards to the Chrysler Apprentice Training Program along with a valid Certificate of Qualification.
- (c) It is understood that for the purpose of qualifying for journeyperson status, an employee may present as evidence a journeyperson card properly issued to said employee by the International Union, UAW, or the National Union, CAW. In addition, the Company may give consideration to a laid off journeyperson in possession of the CAW Journeyperson card and/or a Certificate of Qualification.
- (d) As a new hire an employee must prove that he/she has satisfactorily completed the Chrysler Apprentice Training Course and successfully passed the Certificate of Qualification. Upon completion of the probationary period, the journeyperson shall be entered on the seniority list. It is incumbent on the employee to present these claims and proofs of qualification for journeyperson status at the time the employee is hired.
- (e) The Union and the Company will review the prior experience and qualifications of an employee hired, transferred or promoted into the skilled trades classifications prior to hire, transfer or promotion. A list of new hires will be supplied to the Skilled Trades Chairperson in Windsor and Brampton, or the Skilled Trades Committeeperson in Etobicoke upon request.
(c99, c08, c12)

(14.5) List of Skilled Trades Active Classifications

For the purpose of this Section, Leader classifications shall be regarded as being the same as the classification led (@.60 over class led).



SKILLED TRADES

The Electrical Work Group will consist of the following apprenticeable trades:

Windsor	Brampton	Etobicoke
5629 Electrician	5666 Electrician	5629 Electrician

The Mechanical Work Group will consist of the following apprenticeable trades:

Windsor	Brampton	Etobicoke
5641 Millwright	5641 Millwright	5638 Machine Repair
6165 Tool Maker	5550 Tool & Die Maker	6120 Die Maker - Die Cast
5680 Pipefitter		5380 Tool Maker – Tool and Gauge Inspection

The following apprenticeable trades will be red circled and the work absorbed into the Millwright classification #5641 (#5638 for Etobicoke):

Windsor	Brampton	Etobicoke
6270 Welder Tool and Die	6285 Welder Tool and Die	6270 Welder Tool and Die
5668 Painter & Glazier	5733 Carpenter/Painter/ Glazier	
5617 Carpenter		
5777 Sheet Metal Worker		

Exceptions to the Skilled Trades Work Group Initiative:

Windsor	Brampton	Etobicoke
5719 Jitney Repair	5922 Compressor Operator/ Stationary Engineer	5922 Compressor Operator/ Stationary Engineer
5942 Sewage Disposal		
5759 Mechanic-Truck- Tractor	5927 Engineer Steam	5927 Engineer Steam
5754 Repairer-Trailer		5905 Boiler Operator
5761 Motor Mechanic		5715 Furnace Repair
5645 Mechanic- Engineering Experimental		



SKILLED TRADES

For the remaining skilled trades classification being consolidated into the core, the following approach will be utilized:

1. Individuals on these classifications will be red circled and through attrition and/or incentive separation programs, will not be replaced.
2. The parties also agree to offer incentive separation programs to all skilled trades should circumstances warrant.

Any remaining individuals on the red circled classifications will not be placed on layoff while the consolidated trade is performing traditional work associated with the reduced class.

The two (2) Skilled Trades Work Groups (Electrical / Mechanical) will assume the responsibilities of both the consolidated and the reduced classes and the appropriate safety and technical training will be established and delivered accordingly.

(14.6) Lay-Off / Recall

Where there is a decrease or increase in the skilled trades the applicable procedure set out below shall be followed.

- (a) In the event of a seasonal layoff for model change, skilled trades employees shall be laid off, retained or recalled to work on the basis of their seniority in their classification within the department or on the basis of their seniority in their trade group within the department as the case may be, provided, however, they are able to satisfactorily perform the work to be done. During such layoff, classification or trade group seniority within the department shall continue to be the basis upon which employees are laid off, retained or recalled until such time as the layoff has been converted to a plant-wide basis. At such time and thereafter skilled trades employees shall be retained in or recalled to the plant in accordance with their seniority in their classification or



SKILLED TRADES

trade group within the plant, provided, however, they are able to satisfactorily perform the work to be done.

(b) Temporary Adjustment

In the case of temporary adjustments due to material shortages, machinery breakdowns, power failure, fire, flood or similar causes, or due to temporary reduction of production in some departments only, layoffs shall take place as follows: for the first two days including the day of the layoff; they may reduce the shift within the department according to the seniority of the employees within their classification or trade group on that shift, provided the employees to be retained are able to satisfactorily perform the work to be done, or if the Company so elects, for the balance of the shift and one day the Company may retain the employees on the shift who normally perform the work to be done (the senior employee being given preference in cases where more than one normal operator performs the work). Thereafter the reduction in the working force for each department so affected shall be adjusted and proceed according to the relative seniority of the employees in the department within their classification or trade group provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. Recall to work following such a layoff shall be by department seniority within their classification or trade group provided the employee is able to satisfactorily perform the work to be done. The Company shall convert such layoff and recall from a departmental basis to a plant-wide seniority basis within fourteen (14) calendar days (unless otherwise mutually agreed) so that employees are thereafter, retained in or recalled to the plant in accordance with their classification or trade group seniority within the plant, provided however, they are able to satisfactorily perform the work to be done.

(c) Temporary Layoffs

When there is a temporary layoff that is a reduction in force for a definite period of time which is not a temporary adjustment or seasonal layoff for model



SKILLED TRADES

change, employees within their classification or trade group within the department will be laid off as follows:

1. Probationary employees will be laid off.
2. Employees with less than one year of seniority within their classification or trade group will be laid off according to seniority.
3. Employees with one year or more of seniority within their classification or trade group will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required. The arrangement described above must result in maintaining an experienced, qualified work force capable of assuring the uninterrupted and efficient operation of the plant. These arrangements may be extended to longer periods of layoff, by mutual agreement.
4. If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (c) 3 above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who elects to return on the original scheduled date will displace the junior employee within their classification or trade group in the department.
5. (i) If it becomes necessary to recall employees laid off under Subsection (c) 3 above prior to the date originally planned, they will be recalled in the ascending order of their seniority within their classification or trade group with the most junior such



SKILLED TRADES

employee in each department being recalled first.

- (ii) If, after employees are temporarily laid off under Subsection (c) 3, it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the work force in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with (d) below.

- 6. If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. In a temporary layoff of such expected duration, the Local Union may request the Management to waive the Temporary Layoff provisions set forth in this Section (c) and Management will reduce the working force according to the layoff provisions as set forth in Section (d) below. Such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

- 7. The inverse seniority provisions as set forth in Section (14.6) (c) Temporary Layoffs, shall apply to employees on skilled trades classifications. For purposes of clarification, classification shall be deemed to mean skilled trades classification.

- 8. It is understood that past practices with respect to Section (14.6) (a), (b) and (c) of the above provisions shall remain unchanged at the Etobicoke Casting Plant.

- (d) Plant Layoff or Departmental Reduction due to Permanent Discontinuance of Operations, etc. and Recall.

In the event of a layoff or a departmental reduction due to the permanent discontinuance of a specific operation or department or due to an indefinite reduction in



SKILLED TRADES

production or work to be performed, skilled trades employees shall be retained or recalled to work on the basis of their seniority in their classification within the plant or on the basis of their seniority in the trade group within the plant as the case may be, provided, however, they are able to satisfactorily perform the work to be done. (c05, c08).

(14.7) Schedule of Work Process

Appendix I, which includes the Schedule of Work Processes for Apprenticeable Classifications, has been agreed upon and signed by the parties hereto. The Company and the National Union, by agreement, may modify, add to or otherwise revise said Schedules.

SCHEDULE OF WORK PROCESSES FOR CERTAIN APPRENTICEABLE TRADES

Electrical	Hours
Electrical Construction	900
Building Maintenance (Doors, Heaters, Lighting)	600
Electrical Maintenance (Bench Work, Trouble-Shooting Machinery)	1,400
Electronic Controls (PLC, Solid State, Computers Robotics)	1,600
Electrical Maintenance of CO ² Welders	320
Welder Maintenance (Spot Welders, Robot Welders)	1,600
Batteries	160
Conveyor Systems	370
Health and Safety	40
Related Classroom Training	594
Engineering Department	320
TOTAL HOURS	7,904

Mechanic - Gas and Electric	Hours
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SKILLED TRADES

Electric Systems <ul style="list-style-type: none">• primary and secondary circuit trouble shooting• electronic controls, electrical instrumentation	2,000
Preventive Maintenance <ul style="list-style-type: none">• general motor repair and tune up	1,400
Transmissions <ul style="list-style-type: none">• repair and adjustment and installation of automatic transmissions, standard transmission, torque and differential assemblies	1,100
Steering <ul style="list-style-type: none">• drive axle and brake adjustment, repair and adjustment	1,150
Lifts <ul style="list-style-type: none">• repair, adjustments and installation of lifts, winches and hydraulic pumps and motors	1,150
Lubrication <ul style="list-style-type: none">• repair, adjustment or replacement of starters, governors and ready power units	224



SKILLED TRADES

Propane	246
Health and Safety	40
Related Classroom Training	594
TOTAL HOURS	7,904

Millwright	Hours
Dismantling	1,400
<ul style="list-style-type: none"> moving and erecting machinery 	
Fabricating	1,400
<ul style="list-style-type: none"> installing, repairing, rebuilding pulleys and conveyors 	
Installing	1,312
<ul style="list-style-type: none"> repairing and rebuilding conveyor drives, speed reducers and reduction boxes 	
Floor Layout	1,370
Preventive Maintenance	646
<ul style="list-style-type: none"> on equipment, conveyors and hoists 	
Installation of electric motors and pumps	800
Hydraulics - basic training	40
Health and Safety	40
Related Classroom Training	576
Engineering Department	320
TOTAL HOURS	7,904

Mechanic - Truck and Tractor	Hours
Motors - Diesel	2,000



SKILLED TRADES

- Gasoline	800
Drive Train	1,610
Suspension Systems	500
Steering	610
Brakes	650
Optional (tune-up and testing equipment, lubrication, electrical systems, etc.)	1,100
Health and Safety	40
Related Classroom Training	594
TOTAL HOURS	7,904

Pipefitting	Hours
Building Maintenance (heating and cooling systems, air compressors, sprinklers)	1,340
Repair valves, pumps, air hoists balancers	1,400
Process Piping (includes construction)	1,340
Plumbing	400
Spot Welder Maintenance	400
Pneumatics	1,200
Refrigeration - Maintenance equipment relating to automotive A/C, paint cooling, etc.	400
Robotics	470
Health and Safety	40
Related Classroom Training	594
Engineering Department	320
TOTAL HOURS	7,904

Toolmaker - Jig and Fixture	Hours
Shaper	110
Planer	300
Lathe	1,200
Milling Machine	1,000
Grinding	650
Bench	3,000
Lucas, boring mill and radial drill press	250
Bullard, special gear and hardening	400



SKILLED TRADES

Hydraulics - basic training	40
Health and Safety	40
Related Classroom Training	576
Engineering Department	338
TOTAL HOURS	7,904

Tool Making	Hours
Shaper	600
Planer	240
Lathe	1,000
Milling Machine	1,000
Grinding	625
Bench	2,785
Lucas, boring mill and radial drill press	250
Optional (Bullard, special gear and hardening)	788
Health and Safety	40
Related Classroom Training	576
TOTAL HOURS	7,904

Die Making - Die Cast	Hours
Die Tryout	658
Shaper/Planer	300
Lathe	650
Milling Machine	900
Grinding (I.D., O.D., and surface)	600
Bench	2,270
Cutter Grind	40
Optional Equipment (Lucas, Keller, Boring Mill, Radial Drill Press, Jig Bore & Jig Grinder)	750
Layout Inspection (Set-Up Casting, Take Print and Check all Dimensions)	120
Health and Safety	40
Related Classroom Training	576
TOTAL HOURS	7,904



SKILLED TRADES

Sheet Metal and Tinsmith	Hours
Layout: Field sketching and development of patterns	1,200
Fabrication: Transfer of patterns, cutting, forming and assembling; use of hand and power tools, soldering and riveting, repair and new work	2,300
Installation: Hand tools and power tools; repair and new work	2,838
Layout, assemble and install safety guards	950
Health and Safety	40
Related Classroom Training	576
TOTAL HOURS	7,904

(c02)

(14.8) General

(a) Seniority Lists

The seniority list of the department shall show opposite the name of each Journeyman/woman employee each classification in which the employee may exercise seniority in the department and, where feasible, in the plant.

(b) Skilled Trades Seniority Groups and Work Practices

It is understood that past practices with respect to skilled trades seniority groups shall remain unchanged at all plants.

(c) Work Opportunity on Non-Skilled Work

A Journeyman/woman shall not exercise seniority in a non-skilled classification.

A laid-off Journeyman/woman may be hired as a new employee on an open job in a non-skilled classification. When recalled to employment in the skilled trades, the Journeyman/woman shall return and the seniority acquired as a non-skilled employee shall terminate.

(d) An employee in a Production classification may file in the Employment Department a single application for work in a skilled trades classification or trade group. To be



SKILLED TRADES

considered, the application must be accompanied by proof that the employee is a journeyman/woman with experience in the work of the kind performed at Chrysler in the employee's classification. When a vacancy occurs in a skilled trades classification or trade group in a plant other than the employee's own, which is to be filled by a new hire, consideration will be given to such applications. The vacancy created in Production by the transfer of an employee pursuant to the provisions of this application procedure shall be filled in accordance with the job posting paragraphs of the appropriate Plant Special Provisions. On the written request of the Union, but not more often than two (2) times in a calendar year, notices will be posted in the plant to advise qualified employees that they may submit such application in writing.

(e) **Seniority of a Qualified Journeyman/woman entering a Skilled Trades Classification**

Consistent with the intent of the Agreement, a non-skilled trades employee covered by this agreement who is a qualified journeyman/woman, and who enters a skilled trades classification, shall have seniority as of the date of entry into such skilled trades classification. For the purpose of this paragraph "date of entry" means the date on which the notice of vacancy is posted plant-wide.

(f) **In the event that a qualified journeyman/woman having seniority in a production classification accepts work in a skilled trades classification or trade group and within ninety (90) days thereafter is laid off or disqualified by reason of inability to perform the work in said classification, the employee shall be returned to production with the seniority date the employee had immediately prior to transfer into the skilled trades classification or trade group.**

(g) **Replacement of Tools**

The Company shall, where reasonably practical, continue its past practice regarding the replacement of worn, stolen, broken and lost tools provided the



SKILLED TRADES

employee's carelessness or abuse has not caused the problem.

The Company agrees to use its best endeavours to speed up the replacement of tools under this sub-section.

(h) Testing of Welders

The Company will arrange testing of high-pressure welders consistent with governmental regulation.

(i) Foul Weather Gear

The Company agrees that it will make available where required foul weather gear for those employees required to perform their duties in winter or inclement weather.

(j) Canadian Skilled Trades Council Dues

The Company will deduct from the pay of an employee hired, rehired, reinstated or transferred to a skilled trades classification the sum of an amount equal to one-half (1/2) hours pay as dues for the Canadian Skilled Trades Council. Such deductions will be made from the same pay period as the deduction of the Union initiation fee, and thereafter, on an annual basis, from the second pay period in January. Further, from a list supplied by the Union, dues will be deducted from the pay of employees who were not deducted in January and be remitted to the appropriate Local Union together with a list of the employees so deducted in conjunction with regular membership dues.

The Union shall Indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of the Canadian Skilled Trades Council dues in accordance with this Agreement.

(k) Wage Rate Application

A journeyman/woman working in a skilled trades classification in which the journeyman/woman has acquired the right to exercise seniority shall receive the maximum rate of that classification.

(l) Painting of Floor Lines

Skilled Trades painters will, upon ratification of the Agreement, be assigned to paint floor lines as required.



SKILLED TRADES

(m) In-Plant Training

Chrysler is cognizant of the continuing need for training in electronics, hydraulics, mathematics, etc. arising from the introduction of new tools, equipment, procedures and processes and plans to continue to conduct training to an increasing extent to meet such needs.

(n) Training Bonus Temporary Layoff

Notwithstanding the provisions of Section (14a.19), Related Training Apprentices, with respect to affected employees while on temporary layoff, it is agreed that a temporarily laid off apprentice, or temporary employee in the skilled trades will be paid a training bonus in recognition of satisfactory completion of any related training courses required pursuant to the Sections Pertaining to Skilled Trades Employees, or such other courses that may be designated by the Company such as the Industrial Electronics Training Program, for each week the employee attends class while on temporary layoff as specified below.

An employee earns the training bonus by attending the specified training courses while on temporary layoff and satisfactorily completing the applicable training courses in which the employee was enrolled at the time of temporary layoff.

The amount of each week's bonus is calculated by multiplying the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including cost-of-living allowance then in effect by:

- (1) The number of hours, not to exceed four (4), the employee attends class during a week for which an employee receives a Supplemental Unemployment Benefit; or
- (2) The actual number of hours the employee attends class during a week for which an employee does not receive a Supplemental Unemployment Benefit.

The total training bonus will be an amount equal to the sum of the training bonus for each week the employee may earn it. It will be paid to the employee within a



SKILLED TRADES

reasonable period of time after the employee has been recalled and reported back to work or within a reasonable period of time after the employee has satisfactorily completed the applicable training courses, whichever is later.

Section (14a.19) Apprentices will continue to be applied as in the past with respect to affected employees while on the active roll.

(o) **Annual Fee for Special Licenses**

The Company will pay, upon satisfactory proof, the annual fee for special licenses required by the Company which are over and above the basic trade licenses required. (c99)

(14.9) Temporary Employees in Skilled Trades Classifications

- (a) The parties recognize that it is more desirable to secure journeymen/women by hiring and by training through established apprentice training programs, and while these sources are the preferred means of securing qualified journeymen/women, they do not at all times meet the needs of the Company. Until such time as the preferred sources meet the Company's needs, it will be necessary to transfer and promote employees into skilled trades classifications who do not, at the time of transfer or promotion, have the experience and qualifications of a journeymen/women but have worked in an appropriate skilled trade.
- (b) Temporary employees shall be listed by classification in the order of their transfer or promotion into the department on a list of temporary skilled trades employees and shall be laid off, or returned to their regular departments, and returned or recalled to their skilled trades classification in the departments according to their position on the list of temporary employees. At such time as it is determined that a temporary employee is unable to perform satisfactorily the work required in the skilled trade classification, the temporary employee shall be so advised and the temporary employee's name shall be removed from the list of temporary employees.



SKILLED TRADES

While in the status of a temporary employee, the employee shall retain and accumulate seniority in the employee's regular department. Temporary employees shall not be retained or recalled in line with their position on the list of temporary employees if they are unable to perform satisfactorily the work that is available.

- (c) A temporary employee in the skilled trades transferred or promoted after the effective date of this Agreement shall be paid in accordance with the following provisions. The employee shall be paid a starting rate equal to nine percent (9%) less than the minimum rate of the classification and shall receive an increase equal to one and one half percent (1-1/2%) of the minimum rate of the classification on the completion of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) months served in the classification. Upon the completion of thirty-six (36) months served in the classification, the employee shall be paid the minimum rate of the classification. These increases shall be effective the beginning of the first pay period following the completion of each of the specified six (6) month periods served in the classification. Temporary employees shall not receive a rate above the mid-point of the rate range of their classifications.
- (d) In the event the Company is unable to fill vacancies from either within the plant or by hiring, the matter may be reviewed with the Union.
- (e) During model change or major plant rearrangement, production employees may be temporarily assigned to assist skilled trades employees. Such production employees will not be listed as temporary employees in the skilled trades department and will not be credited with skilled trades seniority for any purpose. Rather, they shall retain and accumulate seniority in their production department. If such a production employee is later promoted or transferred to the same skilled trades classification which the production employee was temporarily assigned to assist the production employee shall receive credit for the time worked while so



SKILLED TRADES

assigned for the purpose of acquiring the right to exercise seniority in that skilled trades classification.

(14.10) Special Procedure — Skilled Trades Work

- (a) The skilled trade's representative in a plant may request the Plant Labour Relations Supervisor to arrange a special conference to hear the Union's views concerning the work assignments of skilled trades employees.
- (b) Attendance at such special conference will be limited to the skilled trades representatives of the plant. A representative of the Local Union may attend. Plant Labour Relations and a senior representative of Manufacturing Engineering will also attend. A Staff Labour Relations Representative may also attend.
- (c) A written disposition will be made available on resolved issues.
- (d) If the matter is not satisfactorily resolved and the matter involves the appropriateness of work assignments of employees in skilled trades classifications, the Union may reduce the matter to writing in the form of a grievance and present the grievance to the Labour Relations Supervisor. Within five (5) days after receiving the grievance, a written answer will be given setting forth Management's position with respect to the disputed work involved.
- (e) The Local Union may, within ten (10) days after receiving such answer, forward the grievance together with Management's answer to the National Union. If in its judgment the matter warrants appeal, the National Union may within twenty (20) days after receiving the grievance and answer, appeal the matter to the Manager of Hourly Labour Relations by requesting a special meeting.
- (f) Such meeting will be attended by the skilled trades representatives involved, a representative of the Local Union and a representative of the National Union. The Plant Personnel HR Manager and the Manager of Manufacturing Engineering, or their designated representatives will also attend.
- (g) If they are unable to satisfactorily resolve the matter within one (1) month of the date of the special meeting,



SKILLED TRADES

the grievance may be appealed to the Appeal Board, as provided in Section (3.2) Step 4.

(14.11) Preventive and Predictive Maintenance

During negotiations the parties discussed programs related to plant preventive and predictive maintenance. Central to these discussions was the acknowledgement of the importance of such programs to the success of our assembly and manufacturing operations, and the critical role skilled trades plays in the pursuit of these objectives. To fully realize the opportunities existing within these programs, the parties have agreed that following negotiations, local meetings will be held between members of plant management and the local skilled trades chairperson to explore opportunities to enhance skilled trades participation and training. (n05)

(14.12) Skilled Trades New Skills Committee

In recognizing that producing quality products and realizing that successful product launches require continuous education and upgrading of trades skills, the Company agrees to establish a New Skills Training committee for Skilled Trades. The committee will be comprised of two (2) Skilled Tradespersons, who will be allowed to function full time to conduct work related to Skilled Trades training, including but not limited to the development, co-ordination and tracking of the trades training programs.

This committee will function at both the Windsor Assembly Plant and the Brampton Assembly Plant only.

The Committee will be afforded notice to the extent possible of new technology coming into the plant or new technology impacting on the Skilled Trades workforce. The Company will involve the Committee as soon as practicable regarding any plant modifications and communicate training requirements that may affect the job responsibilities of Skilled Trades employees.

It is agreed that it is in the best interests of both parties that Skilled Trades employees be afforded the opportunity to



SKILLED TRADES

receive training required to properly service any machinery or equipment being introduced to the plant production process. This training will be made available through specialized programs and the Committee will meet with Management to determine the training needs for Skilled Trades employees, as well as the most cost effective means of delivering the training, including the utilization of in-plant trainers.

It should also be noted that the two (2) trades Coordinators may be called on to help facilitate trades training programs at other Chrysler facilities.

Finally, the Company and Union mutually agree that the Coordinators will not be required to perform any duties that may lead to a grievance under the current Production and Maintenance agreement.

The parties agree that committee staffing levels will be reviewed in preparation for periods of major launch activity. (n99, **c09 Addendum**)

(14.13) Skilled Trades Replacements

During negotiations, the parties discussed the replacement of skilled trades employees who are absent from work. The Union expressed a concern that when skilled trades employees are absent for contractual time off, e.g., vacation, SPA, PAA and illness, there are insufficient employees at work to perform the required job assignments.

The Union further stated that tasks are not being completed or that employees at work are being required to work overtime to replace the absent employees. The Union stated that additional employees are required to cover these absences. The Company responded that they have a sufficient amount of employees for the purposes above built into the system. The company further agreed that they will **to** meet with the local skilled trades committee to review the numbers by location. Any problems arising from the application of this document will be brought to the attention of Staff Labour Relations and the National Union. (n02)



SKILLED TRADES

(14.14) Total Productive Maintenance

During negotiations, the company and the union reaffirmed their commitment and support toward implementation of Total Productive Maintenance (TPM) at Chrysler Canada plants.

The parties agreed that, following successful completion of the TPM launch at the Brampton Assembly plant, TPM would be reviewed for the purpose of implementation at all remaining Chrysler Canada manufacturing facilities. (n02)

(14.15) Technical Learning Centers

During negotiations, the parties discussed in-plant Technical Learning Centers. The Union wished to make the Company aware that learning centers could be established if future business conditions warrant and government funding partnerships were available. (n05)



APPRENTICESHIP AGREEMENT

(14a.1) Provisions Pertaining to Apprentices

The following provisions relating to Apprenticeship and Apprentice Standards supplement the provisions of the Production and Maintenance Agreement applicable to apprentices. The following Sections of the Production and Maintenance Agreement shall not apply to apprentices; (5.6), (7.2), and (11.2).

(14a.2) Purpose

The purpose of the apprentice program is to develop individuals in such skilled trades as may be desirable. The object of this training is to provide Chrysler Canada Inc. with skilled journeypersons who are thoroughly versed in methods used in its plants, and provide development for individuals in their chosen trade.

(14a.3) Apprentice Qualifications

Apprentices shall be selected for this program in accordance with the Uniform Apprenticeship Application and Selection Procedure and:

- (a) Shall be at least age eighteen (18).
- (b) All applicants must meet the regular employment requirements of all hourly employees determined by the Company including the physical requirements for the applicable trade and satisfactorily pass the Uniform Apprenticeship Application and Selection Procedure tests given by the Hourly Employment Department. In the event the qualifications of applicants are equal in all other respects, preference shall be given applicants who are seniority employees of the Company. The minimum educational requirement shall be Grade XII or its equivalent.
- (c) Selection of Apprentices under the Program shall be made from qualified applicants in accordance with the Uniform Apprentice Application and Selection Procedure on the basis of qualifications alone and without regard to race, religion, colour, national



SKILLED TRADES

- origin, sexual orientation, or other prohibited grounds.
- (d) Shall have met the minimum criteria established for the successful completion of the Chrysler Canada Inc. written Apprenticeship Tests.
 - (e) Testing will be scheduled as openings occur. Applicants not chosen for a particular intake will be required to be tested again should they wish to apply for any future intake.
 - (f) A Skilled Trades Employee will not be eligible to apply for any apprenticeship intake, unless such Skilled Trades Employee's classification has been discontinued.
 - (g) Apprentices who are terminated or who voluntarily remove themselves from the Apprentice Program shall not be eligible to apply for any future openings, save that, in the case of a voluntary removal, the apprentice may be considered for further eligibility only if, in the opinion of the Local Apprentice Committee, the apprentice can establish that the reasons for such removal were due to exceptional circumstances beyond the apprentice's control and that such circumstances will no longer prevent the apprentice from diligently performing the work of the trade and related training. If the Local Apprentice Committee so approves reconsideration, the employee may apply for future openings in the manner otherwise provided and will be considered on the same basis as all other applicants.
 - (h) The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure. (c99)

(14a.4) Applications

Applications for apprenticeship training shall be received by the Hourly Employment Department from individuals who wish to prepare for their future as skilled journeypersons through apprenticeship training. A copy of all applications for



SKILLED TRADES

apprenticeship shall be sent to Chrysler Canada Inc. and the CAW Local Apprentice Committee.

- (i) A notice of Apprenticeship Awareness Program Meetings and a notice of the Pre-Test examination will be posted on the Company's bulletin boards for not less than 10 working days, and prior notice of such postings will be given to the Local Apprentice Committee.
- (ii) Applications for apprenticeship will be accepted by the Plant Human Resources Office from seniority employees (employees within the Bargaining Unit) who consider themselves eligible under this program of training.
- (iii) A numbered application blank will be filled out and each applicant will sign a register noting that an application has been received and filed. (c99)

(14a.5) Apprenticeship Agreements

Apprentices shall be entered into the program by separate apprenticeship agreements between the apprentice, the Company and the Chrysler Canada CAW National Apprentice Committee. A copy of each Apprenticeship Agreement will be furnished to the Company and to the Chrysler Canada CAW National Apprentice Committee. Each Apprenticeship Agreement will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch.

(14a.6) Supervision of Apprentices

Qualified Management personnel shall be charged with responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period. In plants in which apprentices are employed the Company will designate an Apprentice Coordinator who will coordinate the apprentice program in the plant on a part time basis in addition to his/her regular responsibilities.

(14a.7) Discipline

An apprentice may be disciplined for such causes as inability to learn, unsatisfactory work, inability to perform or other causes related to the apprenticeship. An apprentice may be



SKILLED TRADES

placed on probation or the apprenticeship may be cancelled or terminated and the apprentice dismissed for such causes. Any disciplinary layoff given an apprentice or any cancellation or termination of an apprentice's apprenticeship for causes related to the apprentice's apprenticeship shall be reviewed as specified in Sections (14a.14) and (14a.15) of this Supplemental Agreement. (c99)

(14a.8) Resignation

The apprentice shall have the right to terminate participation in the apprenticeship at any time upon three days' notice in writing to the Plant Human Resources Department and to the Chrysler Canada CAW National Apprentice Committee.

(14a.9) Wages

- (a) Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours not less than 60% of the skilled trades person's basic wage rate

2nd 1000 hours not less than 65% of the skilled trades person's basic wage rate

3rd 1000 hours not less than 70% of the skilled trades person's basic wage rate

4th 1000 hours not less than 75% of the skilled trades person's basic wage rate

5th 1000 hours not less than 80% of the skilled trades person's basic wage rate

6th 1000 hours not less than 85% of the skilled trades person's basic wage rate

7th 1000 hours not less than 90% of the skilled trades person's basic wage rate

8th 1000 hours not less than 95% of the skilled trades person's basic wage rate

COLA will be paid per any agreed upon COLA disbursement schedule. (n12)

- (b) The Company agrees to pay for, on behalf of apprentices covered by this agreement, books (including CD-software up to a maximum of \$300.00 per apprentice), registration fees and/or tuition required in



SKILLED TRADES

connection with related training under the apprentice program if such costs are not covered by the Registration Agency.

- (c) If the apprentice is laid off, the apprentice may elect to continue school classes. Tuition and book cost will be paid upon recall and evidence of successful completion and receipt of payment of such expenses.
- (d) In the event of the layoff of apprentices the Company will provide apprentices with one of the following subsidies while attending Basic, Intermediate or Advanced Trade Courses of the Ontario Ministry of Colleges and Universities:
 - (i) To an apprentice with dependents, the difference between employee's straight time 40 hours pay and the Government training allowance.
 - (ii) To a single apprentice the difference between employee's straight time 40 hours pay and the Government training allowance.
- (e) Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- (f) When an apprentice has successfully completed the required 8000 hours of training established by these apprenticeship standards, the apprentice is to receive the maximum rate paid to skilled trades persons in the trade in which the apprentice has served the apprenticeship after approval of the completion of training by the Apprenticeship Committee.
(c96, c99, c12)

(14a.10) Tools

As soon as practicable after being placed in the apprentice program, an apprentice will receive a core trade tool kit with an approximate value of \$1,350.00. Tool contents will be determined by the Local Apprentice Committee. It is understood by the apprentice that the proper use of tools is essential. The Company is willing to replace damaged or inoperable tools provided the tools have not been used in an



SKILLED TRADES

improper manner. Tools that are damaged through improper use must be replaced by the apprentice. In the event of the resignation of the apprentice from the apprenticeship program, the tool kit shall be returned to the Company intact. (c99, n12)

(14a.11) Certificate

Upon the satisfactory completion of the term of apprenticeship the Local Apprentice Committee shall recommend to the applicable Provincial Government Agency that a certificate signifying the satisfactory completion of the term of apprenticeship be issued to the apprentice. (c99)

(14a.12) Seniority

Upon satisfactory completion of the term of apprenticeship, the graduate apprentice shall immediately become a journeyperson and shall be given a seniority date which shall reflect six (6) months seniority for each 1000 hours in the Schedule of Working Processes in the graduate apprentice's trade, but in no event shall a graduate apprentice be given a seniority date earlier than the date set forth in the Apprentice Agreement as the date the graduate apprentice's apprenticeship began.

Time spent during the apprenticeship on approved leave of absence, vacation leave, jury duty, annual military encampments as well as excused paid absence allowance days, bereavement days, layoffs of a temporary nature and holidays for which the employee has received pay from the Company will also be credited toward seniority upon graduation.

If it is necessary to curtail the number of apprentices in a given trade, the reduction shall be made on the basis of the last hired being the first released, so that the required ratio of apprentices to journeyperson is maintained.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the apprentice's seniority or time spent in the apprentice program at the time of such



SKILLED TRADES

layoff, whichever is longer, shall lose status as an apprentice unless otherwise determined by the Local Apprentice Committee as per Section (14a.14)(a).

An employee having seniority in the plant who enters the apprentice training program as provided in Section (14a.3) (b) shall, during the period of this apprenticeship retain and accumulate seniority and if laid off or dismissed from or terminates participation in the apprentice training program, the employee shall be returned to the employee's former department in the plant according to the employee's seniority in it.

(14a.13) Ratio of Apprentices to Journeymen/women

The ratio of apprentices in training in a trade shall not be more than one (1) apprentice to eight (8) journeypersons unless otherwise approved by the National Apprentice Committee:

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeypersons shall be one (1) to eight (8). Thereafter, apprentices shall be laid off proportionately to retain such ratio, provided, however, that a minimum of one (1) apprentice may be retained in each trade.

In the event that a reduction in force occurs where apprentices are employed, the National Apprentice Committee may agree to a plan that will reduce the ratio below one (1) to eight (8) for laying off apprentices in a particular trade.

When an increase in force occurs in a trade where apprentices were employed, apprentices shall be recalled at the ratio of one (1) to eight (8) before a new employee who possesses the qualifications of a journeyperson is hired.

In the event the Company plans to build or acquire a new plant or facility, Chrysler Canada Inc. and the CAW National



SKILLED TRADES

Apprentice Committee may agree to increase the ratio of apprentices to journeypersons in any trade in order to meet the anticipated demand for skilled tradespersons in such plant.

For greater certainty, no apprentice will commence an apprenticeship in a trade where a journeyperson is laid-off in the same trade, unless the National Apprentice Committee otherwise agrees. (n96, c99, c12)

(14a.14) Local Apprentice Committee

(a) In those plants where apprentices subject to this Agreement are employed, there shall be a Local Apprentice Committee composed of an Apprentice Representative who shall be a journeyperson in an apprenticeable skilled trades classification appointed by the Union and an Apprentice Coordinator appointed by the Company. The functions and duties of the Local Apprentice Committee shall be as follows:

1. To provide input to the Chrysler Canada Inc.-CAW National Apprentice Committee regarding the assignment of apprentices; to confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company the Union and the Chrysler Canada Inc.-CAW National Apprentice Committee in the Apprentice Program; and to ascertain that the apprentice understands the status and obligations as an apprentice.
2. To review every thirty (30) days and, where necessary, on a more frequent basis the training and progress and work schedule of individual apprentices.
3. To confer on problems raised by apprentices.
4. To confer with apprentices where it appears that the apprentice is failing to perform the obligation as an apprentice. The Local Apprentice Committee may limit the hours of overtime work of an apprentice where



SKILLED TRADES

- excessive work schedules interfere with the apprentice's related training.
5. To make decisions with respect to the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to the apprenticeship. Such decisions may be appealed by the apprentice to the Chrysler Canada Inc.-CAW National Apprentice Committee within 30 days of the date the apprentice is apprised of the decision. The Committee shall give notice of all such decisions to the Chrysler Canada Inc.-CAW National Apprentice Committee.
 6. To review cases of apprentices whose status has been lost as a result of a continuous period of layoff equal to the apprentice's seniority or time spent in the apprentice program as contemplated in Section (14a.12).
 7. To assist Human Resources with the evaluation and selection of apprentices to be placed on course from qualified employees. (n12)
- (b) Save as is otherwise provided in 5. above, any situation which may arise that cannot be satisfactorily resolved by the Local Apprentice Committee shall be referred to the Chrysler Canada Inc.-CAW National Apprentice Committee. (c99)

(14a.15) Chrysler-CAW Apprentice Committee

- (a) A Chrysler Canada CAW Apprentice Committee shall be established of three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet as required, but in any event not less than twice yearly.
- (b) The duties of the Chrysler Canada CAW Apprentice Committee shall be as follows:
 1. To adopt procedures for the timely and orderly conduct of its business.
 2. To establish a Uniform Apprentice Application and Selection Procedure, including



SKILLED TRADES

apprenticeship tests, interview form, and criteria for the evaluation of seniority and prior training and based on Ministry standards. Exceptions to the Uniform Apprentice Application and Selection Procedure may be made by the Chrysler Canada CAW Apprentice Committee for qualified applicants who possess unusual qualifications.

3. Develop an orientation program to assist potential candidates in assessing their preparedness and understanding of the program.
4. To deal with matters concerning the application of the terms of this Supplemental Agreement.
5. To study the effects of the employment of apprentices on the employment of journeypersons in the trades involved and other matters that may involve the training of apprentices by journeypersons in the shop.
6. To receive regular and special reports regarding apprentice training, including the number and distribution of apprentices.
7. To approve the issuance of certificates of graduation.
8. To review and decide upon appeals of Apprentice Committee decisions involving the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to this apprenticeship. A decision of the Committee is final and binding and, as contemplated in Section (3.4) (b), is not within the power and authority of the Appeal Board.
9. To take appropriate action on a matter referred to the Committee pursuant to Section (14a.14) of this Supplemental Agreement.
10. To discuss and recommend changes in the Schedule of Work Processes, including the related training, of the Apprentice Program and to recommend such schedules for future trades.



SKILLED TRADES

The Company and the National Union may adopt and agree to such recommendations.

11. To issue periodic reports to the parties hereto on the operation of the program and to discuss and recommend changes in this Supplemental Agreement which may be negotiated at the proper time.

To determine:

- (i) the number of apprentices to be assigned to each location, such determination to be based on the estimated average number of natural attrition of skilled trades employees at each location; estimated future additional skilled trades requirements; and such other factors as the Committee may from time to time consider relevant and appropriate; and further subject to Section (14a.21).
- (c) Save as otherwise provided in (b)8 above, matters not resolved by the Committee may be referred to the Impartial Chairperson. (c99, c12)

(14a.16) Length of Training Program

- (a) Apprentice courses are set forth in Section (14a.18), Shop Schedules. The number of hours required for graduation varies somewhat between different trades as determined by Ministry requirements. Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation.
- (b) All overtime actually worked during any term period shall be counted as hours worked and applied against the period total. If, in the opinion of the Local Apprentice Committee, an apprentice is working excessive overtime hours as to unduly shorten the length of the training program, the Local Apprentice Committee may limit the credit of such overtime hours toward the schedule of work process. (c99)



(14a.17) Prior Training

An apprentice applicant who (1) has had prior training in a recognized apprentice training program, or (2) a Chrysler Canada Inc. seniority employee who desires to enter the apprentice training program, or (3) an apprentice who, has had military service will have such training and experience evaluated in accordance with the standards established by the National Apprentice Committee, provided complete details of same, including diplomas, certificates, degrees, transcripts of marks, course descriptions and hours, have been submitted in writing prior to acceptance into the program. (c99)

(14a.18) Shop Schedules

The apprentice shall serve through a series of operations as indicated in the shop schedule. This Schedule, which is included in Section (14.7) Appendix (1), is set up as a guide and if apprentices are employed in a trade for which a schedule of work processes is specifically set forth in the aforementioned Appendix, the schedule of work processes shall be adhered to unless local conditions, Ministry requirements, and/or progress of the apprentice requires rearrangement in which case Chrysler Canada Inc. and the CAW National Apprentice Committee may make such rearrangement. The Company and the National Union may agree to revise Section (14.7) Appendix (1) or agree to Schedules of Work Processes for other classifications.

(14a.19) Related Training

The Company shall provide the required related training set forth in the Schedule of Work Processes during the apprenticeship. Apprentices shall be paid at their applicable regular rates as outlined in schedule 14a-9(a) for actual school attendance, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.



SKILLED TRADES

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements on or after the effective date of this Agreement shall not be subject to overtime or premium pay under Sections (8.4) and (8.5) of the Production and Maintenance Agreement and corresponding sections of other agreements, and such time shall not be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Company under the SUB Plan. (c99)

(14a.21) Assignment of Apprentices

The parties discussed the value to the Company and the Union of the apprenticeship program and the desire to build on program successes to date. Recognizing the Union's and the Company's progressiveness in this area, and the wishes of both parties to expand the program, when appropriate, keeping in mind the desire of both parties to not grow the program at a rate beyond that which can be effectively managed, the parties agree that by year-end 2016:

- (a) Business conditions permitting, up to one hundred (100) apprentices could be recruited and allocated to Chrysler Canada Inc. facilities; and
- (b) The Company shall ensure that its apprentice program is introduced into all locations (Brampton, Etobicoke, Windsor) , unless otherwise determined by the Chrysler Canada CAW National Apprentice Committee.

The Company further agrees, as contemplated in Section (14a.15), that all new apprentice intakes shall be allocated as per the direction of the Chrysler Canada CAW National Apprentice Committee.

In the event business conditions at any plant location do not warrant recruiting and allocating the number of apprentices as provided above, the company will convene a meeting with the Chrysler Canada CAW National Apprentice Committee to discuss the potential of reallocation opportunities. (n99, c02)



(14a.22) Apprenticeship Agreement Form

This Agreement, made in triplicate, thisdate of 20 between Chrysler Canada Inc., and the Chrysler Canada CAW National Apprentice Committee established under the terms of the Chrysler Canada Inc.-CAW Agreement, and residing athereinafter referred to as the Apprentice:

WITNESSETH:

Chrysler Canada Inc.

agrees to engage.....as an apprentice to learn the trade of.....in accordance with the terms of the Supplemental Agreement-Apprenticeship and Apprentice Standards as set forth in the Chrysler Canada Inc.-CAW Agreement.

The apprentice agrees to diligently perform the work of this trade and the related training and to be governed by the terms of the Supplemental Agreement-Apprenticeship and Apprentice Standards; to conform to and obey the rules and regulations of Chrysler Canada Inc. and to keep all trade and business secrets of Chrysler Canada Inc.

The apprentice further agrees that upon completion of the apprenticeship program and obtaining the required number of hours, the apprentice shall write the examinations required to obtain the applicable Provincial Certificate of Qualification.

The term of apprenticeship, and the processes, methods, or plans to be taught shall be as set forth or referred to in the Supplemental Agreement-Apprenticeship and Apprentice Standards which, by this reference, are made a part of this Apprenticeship Agreement.



SKILLED TRADES

IN WITNESS WHEREOF: The parties have caused this Agreement to be signed.

Chrysler Canada CAW National
Apprentice Committee
National Union, (CAW)

Chrysler Canada Inc.
Apprentice Committee
Chrysler Canada Inc.
(c99)





HEALTH AND SAFETY

(15.1) MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

This Memorandum of Understanding supplements the Production and Maintenance Agreement between Chrysler LLC and the National Automobile, Aerospace, 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 jointly 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

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:



HEALTH AND SAFETY

1. NATIONAL JOINT HEALTH & SAFETY COMMITTEE:

A National Joint Health & Safety Committee, hereafter referred to as the National Committee will be established, consisting of two (2) representatives of the National Union appointed by the President, National Union, CAW and two (2) representatives of the Company appointed by the Vice-President of Human Resources of 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, including 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



HEALTH AND SAFETY

- psychological health and safety, and make necessary or desirable recommendations.
- (g) Receive, review and analyze the monthly First Aid Index and Injury Frequency Index 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.

2. LOCAL JOINT HEALTH & SAFETY COMMITTEE:

A Local Joint Health and Safety Committee, hereinafter referred to as the Local Committee, will be established in each plant, consisting of two (2) certified representatives appointed by the Plant Management and two (2) certified representatives appointed by the President of the Local Union. The two members from the Union will be the two Health and Safety Representatives in those locations which have two Full time Health and Safety Representatives. In those locations, which have one Full time Representative, the second member of the committee will be the alternate Health and Safety Representative. The President of the National Union, shall advise the Corporate Labour Relations Staff in writing of the names of these appointees and the plant in which each is assigned. No Union member of a Local Committee shall function as such until the Company is so advised.



DUTIES OF LOCAL JOINT HEALTH AND 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, 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 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



HEALTH AND SAFETY

of such accidents and make any necessary or desirable recommendations. 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 Coordinator, inform the Union member of the facts, request the Union Health and Safety Representative and the National Coordinator 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 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 ensure all employees who participated in occupational hygiene sampling are informed 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).



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 meals and other expenses for the union Safety Representatives. 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.

3. DUTIES OF THE UNION HEALTH & SAFETY REPRESENTATIVE:

The Union Health and Safety Representative in carrying out his/her duties will follow the direction of the Local Union Officers and the Plant Chairperson and shall:

- (a) Make weekly systematic inspections of the plant, to ensure that there is a safe, healthy and sanitary working environment in each plant.
- (b) Provide written inspection reports to the Local Committee and to 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 and Corporate Health and Safety professionals on inspections and audits of the



HEALTH AND SAFETY

- plant. Advance arrangements should be made to permit participation in such audits.
- (e) Be notified in advance, and participate whenever possible, in 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 appropriate industrial hygiene and safety testing equipment as required.
 - (h) The Union Health and Safety Representative of the Local Joint Health and Safety 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.

4. ADMINISTRATION:

- (a) In the event the Union Health and Safety Representative is absent for one (1) day or more, the member may be replaced by an employee who has been designated as the regular replacement (alternate) by the Local Union with the concurrence of the National Joint Committee on Health and Safety, provided, where possible, the Union Health



HEALTH AND SAFETY

and Safety Representative has given local Management advance written notification of the expected absence of the regular Union Health and Safety Representative. As soon as practical following the effective date of this Agreement, the Local Union shall provide to the Company the names of the employees who have been designated by the Local Union as regular replacements (alternates).

- (b) It is understood that the Union Health and Safety Representative on each Local Committee who does not qualify to perform these functions forty (40) hours per week has a regular job to perform and that the Union Health and Safety Representative will advise the Supervisor concerned on each occasion when it is necessary for the Union member to leave the Union member's regular job in order to function as a member of the Local Committee. The Union Health and Safety Representative on the Local Committee shall be permitted to attend the regular meeting of the Plant Shop Committee and, at the request of the Local Union President, attend Special Conferences during the portion of such meeting or conference when health and safety issues or grievances thereon are discussed. Furthermore, the Union Health and Safety Representatives shall be permitted to meet locally with the National Coordinator twice per year. It is understood that these meetings will be of no cost to the Company and the National Coordinator shall provide either the plant personnel manager or direct supervisor with reasonable advance written notification of such meetings.



HEALTH AND SAFETY

- (c) The Union Health and Safety Representative shall be assigned to the first shift in plants, which have one full time representative. In plants with more than one full time representative, each representative shall be assigned to a specific shift and he/she shall follow the normal shift rotation.
- (d) It is understood that the Union Health and Safety Representative on each Local Committee will be paid only for such time spent in performing these functions as occurs during the time when the Union Health and Safety Representative is otherwise scheduled to work except as provided by legislation.
- (e) Each plant will make available to such Union Health and Safety Representative a place in an office where the Union Health and Safety Representative can write reports or review health and safety material. In addition, the Union Health and Safety Representative will be provided a computer/printer and a lockable filing cabinet or drawer to keep health and safety material.
- (f) The Union Health and Safety Representative shall be scheduled to function for overtime, during plant layoffs, model change or a plant rearrangement when 75 or more of the employees on the Health and Safety Representative's shift including outside contractors and vendors are working.
- (g) The privilege of the Union Health and Safety Representative of a Local Committee to perform these duties during regular working hours is subject to the conditions (i) that the time be devoted to the prompt handling of matters which are proper pursuant to the terms



HEALTH AND SAFETY

of the Memorandum or existing legislation and the privilege shall not be abused and (ii) that if it is necessary for a Union Health and Safety Representative of a Local Committee to speak to an employee about a health and safety matter the Union Health and Safety Representative shall make prior arrangements with the employee's Supervisor to do so unless authorized by legislation.

5. 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 union 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



HEALTH AND SAFETY

shall be made to permit the Union Health and Safety Representative of 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 (f) 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 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 a plant management or the National Union. The reports and recommendations will be provided to National and Local Health and Safety Committees and management.



HEALTH AND SAFETY

- (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.
- (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 Coordinator 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 provided said



HEALTH AND SAFETY

designated replacement too 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.

- (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.

When a need arises that "Full Chemical Information" on a product is required, every effort will be made to obtain such information.



HEALTH AND SAFETY

The information received will be shared with the Local Committee for purposes of hazard assessment and shall be protected as legislated.

- (o) Assure that each facility maintain defibrillation equipment under the care and control of a trained and qualified individual(s).

6. HEALTH & SAFETY DUTIES OF STEWARDS & COMMITTEEPERSONS:

- (a) Once per week the Steward or Committeeperson on each shift in each zone/district of each plant along with the area Supervisor shall conduct a Workplace Safety Observation Tour or Safety Management Audit Training, of their zone/district to determine whether safe, healthy and sanitary conditions are being maintained, consistent with the World Class Manufacturing process.
- (b) During their weekly Workplace Safety Observation Tours, the appropriate Steward / Committeeperson and Maintenance / Service Personnel Supervisor shall randomly select two (2) employees to exhibit their knowledge and proficiency to lockout specific equipment they service. During the Workplace Safety Observation Tour or Safety Management Audit Training, the Supervisor and Steward / Committeeperson shall also inspect and verify the accuracy of the lockout placards.
- (c) Additionally, the Steward / Committee- person shall report to the Supervisor of the area any conditions, which is believed to be in need of correction. Once made aware of the concern, the Supervisor shall conduct an investigation. If it is determined that a hazard exists which



HEALTH AND SAFETY

requires immediate corrective action, the Supervisor will take the appropriate steps to remove the hazard. Where the parties involved agree that immediate action is not required and where additional assistance is necessary, the Hazard Recognition Process (OHM) shall be initiated. All concerns and the disposition of said concerns shall be documented and retained by the Steward / Committeeperson and the Supervisor involved with copies provided to the Local Joint Health and Safety Committee.

- (d) It is expected that the Steward / Committeeperson and the Supervisor will continue to communicate with each other on all matters in this regard until the final disposition has been achieved. Those matters not resolved may be referred to the Local Joint Health and Safety Committee for disposition. All matters not resolved by the Local Joint Health and Safety Committee shall be placed on the agenda of the next scheduled Weekly Incident Review Board Meeting. Those situations deemed to be urgent by a member of the Local Joint Health and Safety Committee can be referred directly to the National Joint Health and Safety Committee.
- (e) This procedure shall not preclude the filing of a health and safety grievance at Step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the plant Supervision and the local Union representatives. Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.



HEALTH AND SAFETY

Nothing herein shall be construed to restrict any employee's rights under Parts 5 and 6 (S.43 to 50 inclusive) of the Occupational Health and Safety Act, in effect on the date of this agreement.

In addition the Company agrees that its duties and responsibilities under Part 2 (S.8 to 11 inclusive) and Parts 3, 4 and 7 of the Act shall be minimum standards incorporated under this agreement. (c96, c99,c02, c05, c12)

(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 right 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 Security, Chrysler Canada.



HEALTH AND SAFETY

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. (n96)

(15.3) Joint National Environmental Committee

During these negotiations the Company demonstrated its concern for the environment by outlining the programs and policies which are in place in the plants and offices.

As well, the CAW has become deeply involved in environmental issues, at both the National and local levels.

Therefore, it is agreed that to demonstrate this joint interest a National Environmental Committee will be established by the parties. The committee will consist of two people, from the Union, the National Health & Safety Coordinator and a Representative designated by the President of the National Union for the CAW and two people, from the company, the Manager of Health & Safety and Manager of Environment representing Chrysler Canada.

The National Committee shall:

- Meet 4 times annually at mutually agreeable times and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to Chrysler Canada employees.
- Develop and issue a joint statement regarding the environment, recycling and energy conservation pertaining to Chrysler Canada employees.
- Discuss and make recommendations regarding possible future programs for the plants and offices concerning the environment, recycling and energy conservation.
- Promote and support ongoing programs in the plants and offices relating to the environment, recycling and



HEALTH AND SAFETY

- Receive and discuss appropriate issues referred to them by the plants and offices.
- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Discuss other duties and responsibilities of this Joint Environmental Committee at its regular meetings as jointly agreed on.
- Be agreed by the parties that this committee and its functions will not be adversarial and its clear purpose is to promote environmental awareness of all Chrysler Canada workers.
- Be agreed by the parties that environmental issues and statistics pertaining to Chrysler Canada discussed at this committee are to be held confidential if so requested by any member. (c99, c02)

(15.4) Joint Workplace Environment Committees

The Company and the Union are committed to implementing world class environmental policies in accordance with world class manufacturing principles

Therefore, it is agreed that to demonstrate this joint commitment, Joint Workplace Environment Committees will be established by the parties at the assembly plants. The committee will consist of two representatives selected by the Union and two representatives selected by the Company. The CAW Environmental Representative will be allowed to function for up to 40 hours per month. The other CAW member of this committee would be allowed time to attend meetings of the Joint Workplace Environment Committee.

Specifically, the Joint Workplace Environment Committee members will:

Meet monthly at a mutually agreeable time and place to review and discuss issues involving the environment,



HEALTH AND SAFETY

recycling and energy conservation which pertain to Chrysler Canada employees.

The CAW Environmental Representative shall discuss and make recommendations regarding possible future programs for the plants concerning the environment, recycling and energy conservation in consultation with the Joint National Environment Committee, and participate in ISO 14001 audit preparation .

Promote and support ongoing programs in the plants relating to the WCM Environmental Pillar.

Receive and discuss appropriate issues referred to them by the employees or the Company.

Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.

Support of corporate citizenship, community outreach, and in-plant environmental awareness, promotion and other activities as agreed upon by the CAW Environmental Representative and the company Environmental Representative.

The Union agrees to hold confidential any proprietary information supplied to it under the terms of this Collective Agreement.

The Company and the Union agree that it is beneficial to share appropriate information with respect to plant environmental activities with other Chrysler Canada plants.

In this regard the Company and the Union agree that the Company Health and Safety Manager and the National Health and Safety Coordinator will convene an annual three day (24 hours) meeting/training for the Joint Workplace Environment Committees from each Assembly plant to



HEALTH AND SAFETY

discuss environmental activities. The Company will pay for scheduled hours worked, registration where necessary, lodging and transportation. The union will be responsible for meal(s) and other expenses for the union representatives. It is hoped that this innovative approach will increase environmental awareness within Chrysler Canada.

During negotiations the company and union had dialogue regarding their mutual concern for the environment. Both parties acknowledged the efforts and the numerous positive results of the Workplace Environmental Committees, and specifically, the contribution of the CAW Environmental Representatives to company initiatives. (n96, c99, c02, c12)

(15.5) Job Hazard Awareness (Safety Risk Assessment)

During negotiations the parties discussed the Company's method of providing to the employees information regarding the hazards associated with their particular job.

The Joint Safety Risk Assessment (JSRA) will be the tool utilized to identify and record risks outlined on the Job Hazard Analysis.

Such instruction meets the Supervisors duty as legislated and should be presented before starting the job.

The parties also discussed the Company's program with respect to periodic safety talks with employees. These talks which are usually conducted by members of plant supervision serve the purpose of reminding the employees of the importance of safe work practices and encourages awareness to potential hazards in the workplace. Both parties share the view that conditions, equipment and processes differ by plant and that safety talks must of necessity be handled on a plant-by-plant basis.

The parties are aware that many individual plants have developed safety talk procedures which are effective in their design and manner of presentation and which in some cases, make use of the latest recording and multi-media technology



HEALTH AND SAFETY

(e.g. DVD, CD ROM etc.). The review of these programs is a proper subject for discussion by the National Committee so that this information may be communicated to other Chrysler Plants for their evaluation.

Further, the parties agreed that the content of safety talks and method of delivery will be addressed by the Local Health and Safety Committees and that they may develop and recommend specific materials for inclusion in the program.(c05, c12)

(15.6) 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 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.



HEALTH AND SAFETY

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)

(15.7) Safety Glasses

(a) The Company will provide prescription safety glasses to active employees and TPT 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, 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 a wider selection 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, c02, c12)

Task Specific Prescription Eyewear

This letter is to confirm the conditions of obtaining task specific eyewear under the company's safety glass program.



HEALTH AND SAFETY

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)

(15.8) Safety Shoes

During the recent negotiations the parties discussed a subsidy towards the purchase of safety shoes. The Company agreed to provide active employees with a one hundred dollar subsidy towards the purchase of safety footwear from Company-approved 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 shall wear such footwear on the job.

It is further understood that all Skilled Trades employees (as in the P&M Agreement - List of Skilled Trades Active Classifications) and Apprentices, shall use their one hundred dollar subsidy towards the purchase of "Green Patch" construction safety grade footwear and that electricians shall use their one hundred dollar subsidy towards the purchase of "OMEGA/Green Patch" construction grade safety footwear. It is understood that all Skilled Trades and Apprentices shall wear such footwear on the job.

Temporary Part Time (TPT) employees will be eligible to participate in this program after having worked 30 days.

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. (c96, c99, c02)



HEALTH AND SAFETY

(15.9) Energy Lockout / Energy Control Program

During the 2005 negotiations the Company and the Union discussed the Chrysler mandatory Manufacturing Technical Instruction - Safety; SMI - 107, "Control of Hazardous Energy (Lockout)" and specific plant lockout / energy control procedures. In order to remain effective, all lockout / energy control programs must be reviewed, updated as necessary and re-emphasized whenever new machinery and equipment is introduced.

In that context, within ninety (90) days following ratification of the agreement and thereafter in January of each year, the written plant lockout / energy control program shall be reviewed by the Local Joint Health and Safety Committee and the Plant Shop Committee to assure compliance with government and applicable Chrysler instructions. It is understood that the Committees will discuss the program and, as deemed necessary, make recommendations to improve upon it. The program shall then be reviewed and signed by the Joint Leadership (Plant Manager and the Local Union President / Plant Chairperson) and submitted to the National Joint Health and Safety Committee. The Joint Leadership review shall be documented in the minutes of the Weekly Incident Review Board Meeting for January of each year. This will ensure that each plant has an effective lockout / energy control program. (n05, c12)

(15.10) Health & Safety — Working Alone

During the negotiations leading to the current collective bargaining agreement the parties discussed the Company's policy with respect to the assignment of employees to work in isolated areas. Each local Health and Safety Committee shall assess the work activities in their plant to determine those specific work activities they consider hazardous for working alone and shall make recommendations to local Management for consideration. It is the policy of the Company that when such assignments are recognized as potentially hazardous, appropriate precautions are taken. Such precautions include providing air sampling and ventilation when necessary, necessary protective equipment,



HEALTH AND SAFETY

a reliable communication system, appropriate personnel surveillance arrangements, training and, as required, adequate support personnel. This will not change or restrict any mutually satisfactory local practice.

The National Committee, in consultation with the Local Committees, has developed guidelines for implementing Working Alone procedures at the local levels. (c96, c02, c05)

(15.11) New, Rebuilt or Relocated Equipment

During current negotiations the parties discussed our mutual concern regarding the timely installation of necessary safety measures on new, rebuilt or relocated equipment.

The Company and the Union agree that the Chrysler Canada / CAW health and safety partnership is a journey of continuous improvement that has earned world-class recognition. To that end, the parties agreed that the selection of measures required on new, rebuilt or relocated equipment to protect the health and safety of workers will continue to be based on the hierarchy of safeguarding methods, which gives preference to engineering solutions over procedures and personal protective equipment.

Furthermore, where practicable, the Company agrees, as early as possible in the planning process, to involve the Local Joint Health and Safety Committee in the joint review of new plant layouts, new manufacturing equipment and major process changes where worker health and safety may be affected.

The Company and the Union have made significant progress over the years in implementing and enhancing a procedure that mandates the early involvement of the plant Local Joint Health and Safety Committee in the key development phases of new equipment programs. This effort has led to the inclusion of a milestone meeting procedure in the Advance Manufacturing Engineering Specifications to provide that the plant Local Joint Health and Safety Committees are included, at appropriate steps, in the project build cycle. In addition, the



HEALTH AND SAFETY

Company advises that the Engineering Specifications require the Original Equipment Manufacturer (OEM) design processes with control reliable architecture, and energy control (lockout) systems that facilitate safe worker access and simplicity of operation. Annually any modifications to the AME specifications (Do's and Don'ts Section 16) will be reviewed with the Union at a National Joint Health and Safety Committee meeting.

It is Company policy to encourage the active participation of members of the Local Joint Health and Safety Committee in the health and safety review and approval process of machinery and equipment at the manufacturer's location where practicable, and in the plant prior to start up with a view to providing constructive recommendations to Management.

The Company will continue its present purchasing policy in regards to sound emissions for new and rebuilt equipment and processes as described in the manufacturing standard, "Sound Level Specification for Industrial Machinery and Equipment".

For most equipment the sound emissions shall not exceed 80dB(A) average sound level (L(avg.)) at a distance of one (1) meter from the perimeter of the machine or at any operator's position.

Notwithstanding the process described above, the parties recognize that compliance to the Ontario Occupational Health and Safety Act, Industrial Establishments Reg. 851, Section 7, "Pre-Start Health and Safety Reviews" is the final step in the approval process for new, rebuilt and relocated equipment. (c96, c05)

(15.12) Ergonomics

During the current negotiations the parties discussed the value of the application of Ergonomics in the Chrysler Canada plants.



HEALTH AND SAFETY

The Company assured the Union that it is committed to efforts, where feasible, to improve the interface of employees with the workplace. Accordingly, each Plant Manager will designate an Industrial Engineer, or another qualified member of Management, to have responsibilities for Ergonomics. In carrying out job station design at the introduction of new processes, procedures or the changing of job assignments all Industrial Engineers shall complete the approved and standardized Chrysler Ergonomic Check List. It is understood that the Ergonomic Checklist is a screening tool to identify any potential ergonomic related issues. The check list will be explained to the Local Joint Health and Safety Committee before its launch when they may make recommendations. The check list may in the future be computerized. The Local Joint Health and Safety Committees will address ergonomic concerns on a continuing basis with the plant Management designate.

It is intended the Local Joint Health and Safety Committees with assistance from the CAW Local Ergonomic Committee will address ergonomic needs on a priority basis and work progressively toward improving workplace/employee interface. When an ergonomic concern is beyond the scope of the parties and requires further expertise, a consultant may be hired to evaluate the problem.

When the parties agree upon ergonomic solutions, they will be implemented on a priority basis.

In addition, the parties understand the importance of implementing sound ergonomic guidelines at the earliest stages of the product/process development cycle. Where New Technology is to be introduced into a plant, the Joint Health and Safety Committee will be given the opportunity to review the technological changes and to make recommendations with respect to ergonomic concerns. Ergonomic design criteria are contained within the Chrysler Tool Design Standards Do's and Don'ts. Design and Process personnel, including suppliers, will review the principles of the Chrysler Do's and Don'ts and take them into account when working on advance programs. The Company will



HEALTH AND SAFETY

review Section 15 Do's and Don'ts with the National Joint Ergonomics Committee (NJEC) every six (6) months.

It was agreed that the Company would conduct a needs assessment for ergonomic training for industrial engineers to be shared with the CAW National Health and Safety Coordinator and the CAW National Ergonomics Coordinator. Furthermore, it was agreed to include the Union Time Study Representative in ergonomic training programs provided to industrial engineers.

National Joint Ergonomics Committee:

During negotiations, the Company agrees to establish a National Joint Ergonomics Committee (NJEC). The committee will meet quarterly at mutually agreed upon times and places. An agenda will be prepared in advance. This joint committee will consist of two (2) representatives from the CAW and two (2) representatives from the company. Each party will appoint to the committee at least one (1) member who has professional training in ergonomics. As required, the company representative will be responsible for contacting key ergonomics professionals from the Advanced Manufacturing Engineering (AME) organization to discuss new model design matters that are mutually agreed upon by the NJEC.

Among those matters that will be appropriate for discussion by the committee include:

1. Plant applications and support of the CAW/ Chrysler Canada Ergonomics Process
2. Training of Local Ergonomics Committees (LEC)
3. Chrysler Production Systems – Ergonomics
4. Results of completed Chrysler ergonomic studies.
5. Advanced ergonomic applications at the company, including early involvement of the LEC into the new model design process.
6. Current State of Ergonomic Checklist Activity, including IE checklists on all element moves and ErgoPAL utilization as part of the Ergonomic Database Suite.



HEALTH AND SAFETY

7. Development of application guidelines for standing-support solutions including "comfort matting", with considerations given to relevant plant data, wood floor pilot programs, and all other applicable research.

The parties agree that by working jointly, positive gains in employee morale, and quality and that a reduction in injury rates, and costs would be realized. The Company and the Union further agree it would be beneficial to share among the various plants what each one is doing with respect to ergonomic activities. The NJEC will provide forty 40 hours annual training for the Local Ergonomics Committee. The Company will pay for scheduled hours worked, registration where necessary, lodging and transportation. The Union will be responsible for meals and other expenses for Union representatives.

Local Ergonomics Committees (LEC):

In negotiations, the Company and the Union discussed their joint commitments to efforts where feasible, to improve the interface of employees with the workplace through ergonomics. Each assembly plant, manufacturing unit or Parts Distribution Centre of 125 employees will establish a Local Ergonomics Committee (LEC) with the objective of exploring and introducing ways to reduce injuries and illnesses through the application of ergonomics.

This committee will consist of 4 (four) members; the CAW H&S Representative/Ergonomic Representative, and either the CAW Time Study Representative or a committee person and the Management Safety Specialist/Administrator and either the plant ergonomist or another qualified member of management responsible for ergonomics.

The LEC should work to identify priority jobs requiring remediation. Several factors should be considered when identifying and resolving priority jobs. Some of these factors may include injury rates, lost time rates, ergonomic check list scores, ergonomic secondary analysis results, and cost



HEALTH AND SAFETY

benefit analysis. Medical tracking tools should be used to verify employees are experiencing injuries on these jobs. To facilitate these endeavours, the company agreed to provide the LEC members access to electronic mail, OHS website and the OHM (read only).

During 2008 Negotiations, the company assured the union that a good faith effort will be made to implement permanent ergonomic solutions within a six (6) month time frame after the LEC determines that corrective action is required, and has prioritized the remediation. If an identified priority is unresolved following six (6) months the LEC will provide a status update target date to the attention of the plant leadership. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and the reasons need to be documented. Formal follow-up on improvement actions should be completed within one (1) month after the final solution is in place to confirm its effectiveness.

The Company and the Union have made significant progress in facilitating information sharing regarding ergonomic improvements across facilities. Ongoing enhancements in communication and information sharing have led to the development of the Ergonomic Database Suite. Access to the database has been provided to the LEC members. The database allows the LECs to document the remediation of priority jobs and share the information across facilities. Within the database, the highest priority jobs are labeled "Top Five". The LEC will work aggressively to effectively develop the "Top Five" list and find practical, feasible, and economical solutions to these high priority jobs.

International RSI Awareness Day

Each year on the last day of February, the company and the union agree to promote awareness of repetitive strain injuries in order to reduce their occurrence. Initiatives used to promote RSI awareness could include safety talks, videos disseminating written material and/or posters.



HEALTH AND SAFETY

The CAW/ Chrysler Canada Ergonomics Process

The study of ergonomics examines the interaction between the worker and the work environment, including such factors as machinery, tools, equipment, control panel design, and others. If the match between the worker and their work environment is poor, the worker's ability to perform the job may lead to, in the short term, fatigue, and in the long term, physical injury and/or disability. In addition improper job design may hinder the worker's ability to produce high quality work and may result in increased absenteeism and decreased job satisfaction.

The parties developed the Chrysler Canada / CAW Ergonomic Process - for use in all of its plants. This process was reviewed during the current negotiations and it was agreed that this would be a living process, which would be updated as required by the NJEC. (c96, c99, c02,c05, c12)

(15.13) Heat

In our recent negotiations the parties mutually recognized the desirability of an orderly procedure for accommodating employee requests to be excused from work during periods of excessively hot weather.

During such periods it is the Company's general procedure to honour the requests of individual employees to be excused from work up to the number that can be spared.

When the number of employees requesting permission to be excused would, if granted, affect the efficiency of the operations, the Company is prepared to give full and complete consideration to a written request by the Union to the Plant Manager to suspend or shorten the scheduled hours of work.

In making its decision management will give due regard to the requirements of the plant, the existing conditions in the plant and the desires of employees. Consistent with the maintenance of efficient plant operations, every effort will be



HEALTH AND SAFETY

made to excuse employees in a reasonable time as replacements become available.

In our discussions today, we agreed that it would be useful for representatives of the Company and Union including the National Health and Safety Coordinator and Health and Safety Representatives to meet on or before May 15 in each year to discuss the implementation of the matters raised in this letter with a view toward maintaining normal operating schedules during periods of excessively hot weather.

During excessively hot weather, Plant Management may provide Electrolyte Replacement drinks to those employees affected. (c02)

(15.14) Heat Stress Index

During current negotiations Heat Stress conditions for individuals and groups were discussed.

It was agreed that Plant Management will meet with the Plant Committee and Local Joint Health and Safety Committee to discuss ways of reducing Heat Stress as well as monitoring and communications.

The Heat Stress Index recommended by ACGIH and adopted by the Ministry of Labour is calculated using readings which include temperature, humidity, radiant heat and air flow and are compared with established allowable levels of Heat Stress which take into account work intensity and relief time.

When Heat Stress conditions prevail, the Local Joint Health and Safety Committee shall receive training and will monitor temperature and humidity and inform Management and Union of their findings.

Affected workers will be informed of such findings and appropriate relief measures including those developed by the Chrysler Medical Department will be employed.



HEALTH AND SAFETY

Prior to conditions exceeding the ACGIH Index for Heat Stress, Plant Management and the Health and Safety Committee will meet with the Plant Committees and discuss options available to Management in the event conditions worsen. (c96)

(15.16) Review of Medical Department Programs

During current negotiations the Union requested the opportunity to review Medical Department programs at Chrysler Canada plants.

This letter will confirm that the Company is prepared to arrange for the plant physician(s) as necessary to meet with the National Health and Safety Committee, at a mutually agreeable time, to review Company medical programs and policies. This review is limited to matters of no accessibility of medical records, medical department organization, compliance with Designated Substances Regulations, medical programs and policies, or other mutually agreed to issues submitted in advance of such meeting by members of the National Health and Safety Committee. (c02, c05)

(15.17) Confidential Medical Information

During the current negotiations the parties discussed the confidentiality and disclosure provisions of the Health Disciplines Act (Ontario).

The Company will instruct its medical department to review this matter with the National Health and Safety Committee at an early date with the objective of developing an understanding of the requirements of the Act.

It is understood that the Company's medical department will provide, upon request, and as prescribed by legislation and interpreted by the College of Physicians and Surgeons of Ontario to each employee or the employee's authorized agent, the results of any examination or treatment performed by the Company's medical department.



HEALTH AND SAFETY

It is understood that the Union is not automatically an authorized agent as described in the Health Disciplines Act (Ontario). (c96)

(15.20) Noise Abatement Program

During the current negotiations, the parties discussed various aspects of noise abatement in the Company's plants.

It is evident that the problem of noise varies in kind and intensity in each plant. Thus, it is not feasible to establish a specific noise abatement program generally applicable throughout all the Company's facilities.

It was also agreed that a Noise Committee comprised of Union/Management members will oversee noise abatement across the plant. This committee will also make any recommendations to senior management, on a priority basis, of those areas deemed to be over the legislated requirements, and assist in the plans to undertake progressive improvements.

Management also agreed that a consultant may be engaged for purposes of assisting in the determination of recommended improvements.

The parties further agreed to conduct audiometric tests annually for those employees who work, on a regular basis, in areas where TWA noise exceeds 85 dBA and representative noise exposure monitoring results will be maintained in the medical file of affected employees as defined in the plant hearing conservation program. (c96, c12)

(15.21) Occupational Hygiene

During the current negotiations the parties discussed the need to have information on all hazardous chemicals before they enter the plant.

Toxic Use Control

The Company supports the principle of toxic use reduction through its policy and programs. Materials and processes



HEALTH AND SAFETY

shall be formulated to eliminate wherever feasible, constituents that are considered potentially hazardous or that could possibly harm the environment or health of the customer or employee or adversely affect the occupational safety of an employee.

Carcinogens in the workplace

The company shares the union's concern regarding employee exposures to recognized carcinogens, as worker safety and health is of prime importance to the company. In this respect Chrysler has policies and procedures (CS-9003: Environmental, Health and Occupational Safety Requirements for Regulated Substances or Processes and Product Recycling Reporting Requirements and ETI-102: Instructions for the Application & Requesting of Non-Production Hazardous and Potentially Hazardous Material) in place, which either prohibit or restrict the use of hazardous chemicals like carcinogens from parts, materials, equipment and/or tooling supplied to the company for use in its products. Furthermore, it is recognized by both parties that the documents listed above are living documents and substances may be added, and in some cases deleted, based on the current state of knowledge concerning the substances.

Presently, the following materials are prohibited in all products that are supplied to Chrysler Canada.

Asbestos (132207-33-1, 12172-73-5, 12001-29-5, 12001-28-4);
Bis (chloromethyl) ether (BCME)(542-88-1);
Carbon tetrachloride (56-23-5);
Halon (353-59-3, 75-63-8);
Hydrobromofluorocarbons (HBFCs)(1868-53-7);
Methyl bromide (74-83-9);
Methyl chloroform (71-55-6);
Polybrominated biphenyls (PBBs) > 0.001% (59536-65-1);
Polybrominated biphenyls (PCBs) > 0.001% (1336-36-30);
Polychlorinated terphenyls (PCTs) > 0.001% (61788-33-8);
Products of endangered species as defined by US Endangered Species Act
Tris (1-aziridinyl) phosphine oxide (545-55-1);
Tris (2,3-dibromopropyl) phosphate (TRIS)(126-72-7);
Vinyl chloride monomer > 0.001% (75-01-4);



HEALTH AND SAFETY

Furthermore, the company will continue in its efforts to minimize the potential for worker exposures to hazardous substances through substitution where feasible, engineering controls like ventilation, isolation, or through the use of personal protective equipment. The selection of controls will be based on the hierarchy, which gives preference to engineering solutions over procedures and personal protective equipment.

Metal Working Fluids

During these negotiations, the parties discussed employee exposures to Metal Working Fluids. It was acknowledged that over the past decade the Company has made significant strides in improving the overall workplace environment within its facilities. Moreover, it should be noted that employee exposures to metal working fluids are consistently below the Ministry of Labour prescribed limits.

Furthermore, during negotiations the company advised the union that the company will endeavour to engineer and design new equipment to attain a level of 0.5 mg/m³ time weighted average (TWA) for initial production start-up. Furthermore, efforts will be made to attain this level after startup. Moreover, the company agreed that, for its existing equipment, it will strive to obtain a Chrysler exposure guideline of 1.0 mg/m³ or less.

Hazardous Communication Sheets

The company will provide computer access to the Hazard Communication Sheets for the CAW H&S Representatives.

Measurement and Sampling

The company intends to control, through professional industrial hygiene practice and methods, employee exposures to the lowest of the following currently adopted guidelines, regulations, or recommendations of the organizations identified below:

- Ontario Regulation 833 - Control of exposure to Biological or Chemical Agents;



HEALTH AND SAFETY

- Ontario Regulations 835 - 846 - Designated Substances;
- U.S. Occupational Safety and Health Administration's Permissible Exposure Levels (PEL);
- Chrysler Company Occupational Exposure Limits (OEL);
- American Conference of Governmental Industrial Hygienist's Threshold Limit Values (TLV) for Chemical Substances in the Work Environment.

Powered Industrial Vehicles

The company and the union discussed the replacement of internal combustion powered industrial vehicles with electric vehicles for in-plant use when such vehicles require replacement. The parties also discussed the emissions from the use of internal combustion powered vehicles and taking appropriate action, where necessary to control carbon monoxide exposure levels. The company advised the union it would consider the replacement of material handling vehicles and floor scrubbers/sweepers powered by internal combustion engines with electrically powered vehicles, to control carbon monoxide exposures from material handling vehicles used inside the plant where this is economically and technologically achievable.

(c96, c99, c02, c05)

(15.22) 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)



HEALTH AND SAFETY

(15.23) Records of Breathing Zone Exposure

During the current negotiations the Company assured the Union that results of all breathing zone samples taken in our Canadian plants will be entered in / on the employee's medical file.

Further where it has been established by a nurse or 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 enter the part number of the chemical and/or the chemical name on the employee's medical file.(c05)

(15.24) Canadian Health Research

During the current negotiations the parties devoted considerable attention to the subject of occupational health within groups of Chrysler employees represented by the CAW.

The Company recognizes that there is value in health research and will pursue jointly with the CAW, proposals for occupational health and engineering control research studies by reputable institutes and/or universities. It was understood that such research would be funded by other than Company sources.

Such proposals should be directed to the National Joint Health and Safety Committee.

The Company agrees to provide the CAW National Health & Safety & Ergonomics Coordinator with copies of completed Occupational Health & Safety & Ergonomic Research Projects conducted by the Company in its U.S. facilities.

During negotiations, we discussed the various ergonomic research projects that are, from time to time, conducted by the company at its U.S. facilities. Specifically addressed were research projects that are not published in peer reviewed journals or otherwise made available to the public. The company agreed to provide the "lay summaries" of these



HEALTH AND SAFETY

research projects, to the CAW National Ergonomic and Health & Safety Coordinators respectively, following receipt of approval from the appropriate authority, normally the funding agency.

(c96, c99,c05)

(15.25) Preventive Maintenance

During the current negotiations, the Company and the Union discussed problems associated with maintaining a safe working environment. The Company assured the Union of its continued recognition of the value of a sound Preventive Maintenance Program and the need to maintain, with priority, the high safety standards established for machinery and equipment.

Within four (4) months of the effective date of the new Collective Agreement, the Company will prepare a letter for distribution to all locations that stresses the need and importance of established preventive maintenance programs with regard to safety-related items and ventilation systems. An updated written program will be reviewed and signed by the Joint Leadership (Plant Manager and Union Local President / Plant Chairperson) annually at the January Weekly Incident Review Board Meeting. The signed program will be then submitted to the National Joint Health and Safety Committee. (c05, c12)

(15.26) 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



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 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)

(15.28) 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.



HEALTH AND SAFETY

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 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



HEALTH AND SAFETY

Committee at the next Weekly Incident Review Board Meeting. (c96, c02,c05)

(15.29) 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 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)

(15.31) Joint Statement on Health and Safety Work Refusals

During the current negotiations the Company and the Union reaffirmed their commitment to provide a safe and healthy workplace for employees. The parties agree that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and co-operative manner. Further, the Company committed that the rights offered to employees by the Occupational Health and Safety Act as it exists with the effective date of this agreement would remain intact as outlined in the Memorandum of Understanding, Health and Safety, notwithstanding legislative changes that may alter these fundamental rights.

The Company recognizes that the workers' right to refuse to work is clearly defined in provincial health and safety legislation as it read on the effective date of this Agreement and is an integral part of employee rights in the workplace.

However, the parties recognize the importance of resolving health and safety concerns before they become work



HEALTH AND SAFETY

refusals and without loss of production. Within this context, the parties focused their discussion during negotiations on methods and means by which health and safety issues and concerns could be addressed in a mutually satisfactory manner such that employee health and safety work refusals could be significantly reduced in number.

During these discussions, the parties focused on the *Hazard Recognition Process* as the foundation for effective efforts in this regard. The use of this process was deemed to be of particular value in addressing the ergonomic concerns of employees, where the hazard is not imminent but of significant concern to the employee. The Union and the Company agree that forthright efforts must be put into place to alleviate the problem(s) identified by the employee.

The Company expressed its concern over employee health and safety work refusals where Supervisors have no prior knowledge of such concerns or dangers. The parties acknowledged that in these cases it is detrimental to Company and Union efforts to protect the health and safety of workers. In addition, production lost during such refusals has a negative impact on the Company's competitive position and the job security of employees. Consequently, both parties re-affirmed their commitment to effectively implement the *Hazard Recognition Process*. Following negotiations, the National Joint Health and Safety Committee will work with each Local Joint Health and Safety Committee to determine and resolve local problems associated with the effective application of the *Hazard Recognition Process*. In this regard the National Joint Health and Safety Committee will be assisted and supported by the Chairperson of the Chrysler Council for the CAW and the Manager, Labour Relations and Security, Chrysler Canada. (c96, c05)

(15.32) 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



HEALTH AND SAFETY

employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are 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 through the effective implementation of the Employee Assistance and Substance Abuse Program.

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 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.

(15.33) Computers

In past negotiations the parties discussed the needs of Union Health and Safety Representatives with regard to improving communications and tracking of information.

The Company will provide a computer complete with appropriate software for use by the Plant Union and Health and Safety Representative(s). In negotiations, the Company agreed to provide a computer with appropriate software for



HEALTH AND SAFETY

use by the Regional Ergonomic Representative(s). Training on the use of the computers will be provided as soon as possible after placement of the computers.

The Union assured the Company, Health and Safety Representatives would share in the work of the Health and Safety Department by producing standing reports and Health and Safety meeting minutes. Further it was agreed the Health and Safety Representative will use the computer to track plant Health and Safety Audits as prescribed.

The computers are Company property and as such will be subject to software content audits. (c96, c99,c05)

(15.34) Smoking in the Workplace

During negotiations the company and the union discussed the adverse impact of smoking, both on the health of the employee who smokes and on the health of other employees in the workplace. The parties discussed the advantages of a smoke free workplace and the need for effective programs to comply with provincial and municipal legislation regarding smoking in the workplace. (n99,c05)

(15.35) Emergency Procedures

During the current negotiations, the parties discussed emergency evacuation procedures and severe weather (take cover) procedures at each plant location. The parties recognized that employee awareness is a key element of these preparedness plans. As a result, the parties agree that the company will review its emergency evacuation procedure and severe weather (take cover) procedure with employees in the form of a safety talk at each plant annually. (n99)



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 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 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;



TRAINING

- (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



TRAINING

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, c08, **c09 Addendum**)

(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) Health and Safety Trainers

During the 2005 negotiations the Company and the Union discussed the recognition of the Chrysler Canada / CAW Health and Safety Partnership as world-class and the contribution that employee training played in that achievement. Notwithstanding the successes achieved to



TRAINING

date, there is still much to be done. Accordingly, the parties agree that we must continue to move forward and improve at an even faster pace to meet world challenges. It is within this context that the parties agree to implement the following initiatives to provide the highest quality and the most efficient delivery of training programs to our employees.

1. Training Coordinators and Trainers

Given the need to utilize resources in the most efficient manner possible, the Company agrees to provide the following for training activities at the Windsor Assembly Plant, and the Brampton Assembly Plant.

Coordinators

National Health and Safety Training Coordinator	1
Windsor Assembly Plant	1

Trainers

Windsor Assembly Plant	8
Transportation & Tech. Facilities	1
Brampton Assembly Plant	2

Duties of the Coordinators will be co-ordination, development and tracking of procedures relative to training in addition to training of other Chrysler instructors where required.

2. Trainer Utilization

- (a) Notwithstanding the fact that the Trainers noted above will be utilized first for training, the Company and Union recognize there may be occasions when training cannot occur. Commensurate with this available time the Trainers will be responsible for the following as directed through the respective plant Coordinators who report to the Training and Communication Supervisor:

Launch Assist

- investigation and Feedback of launch and quality related concerns to enhance the delivery of training programs related to quality.



Health & Safety

- Develop 5 minute Safety Talks
- Co-ordinate Annual Health & Safety Week Activities
- Noise Survey assist where required
- Lockout and WHMIS Reviews (Employee Training Retention)
- Workplace Label Verification (i.e. Solvent & Secondary Containers and drums)
- Track Employee Training and Report Preparation
- Annual Chemical Inventory Adjustment Review

Communication

- Postings, Bulletin Board Notices, Newspaper Distribution, Broadband system input
- Daily Information Compilation for Class preparation (i.e. previous days quality statistics, production numbers and key events)

Community

- Grass Roots activities including Plant Tours and Company Awareness

It should also be noted that the Trainers will be responsible to instruct all training modules and may be required to augment other Chrysler facilities to instruct where applicable.

In the event the amount of training at either facility is reduced to a point where trainers are redundant, the Company will meet with the Union to determine the necessary training requirements.

- (b) The parties agree that the quality of training delivery and the ability of trainees to retain that which is being taught is critical to our joint training programs. Therefore, in order to foster an atmosphere conducive to higher learning, the parties agree to the following:

Number of Trainees per Class:

Classroom Theory:

(273)



TRAINING

Minimum of One (1) to Maximum of Twenty (20)
Hands On / Practical (CPR, PIV Operator, Man-lift etc):
Minimum of One (1) to Maximum of Six (6)

(It is understood that there may be occasions when either the Company or the Union may want to deliver instructions or training to employees in groups larger than Twenty (20). The parties agree that these events will be jointly discussed and pre-planned prior to the event).

Number of Trainers per Class
Classroom Theory

- 4 Hours Lecture / Day = One (1) Trainer
- 8 Hours Lecture / Day = One Trainer for each 4 hours

(It is understood that only One (1) Trainer is required to be in the classroom at any given time. The second trainer is expected to perform class preparation or other assigned duties when not in the classroom).

Hands On / Practical

= One (1) Trainer for up to a Maximum of (6) Trainees.

Class Preparation Time

It is understood that Trainers do have ample time available when not conducting training classes to perform class preparation. It is expected that all trainers will utilize their available time efficiently and productively to prepare themselves for their training assignments. It is understood that daily overtime will not be required for Trainer's class preparation.

3. Conduct

The parties agree that Training Coordinators and Trainers are representatives of both Chrysler Canada and the CAW and as such both the Company and the Union expect that each individual will conduct the training sessions and



TRAINING

themselves in a manner that is respectful of both institutions, local practices at various training locations and all individuals.

4. Management Participation

The parties agree that in order to fulfill the due diligence obligations placed upon Chrysler Canada by legislation, management has the right to attend training courses being delivered by union trainers with the view of ensuring that the training content and materials meet the intent of the specified course materials. It is understood that this activity will be conducted in conjunction with the CAW National Health and Safety Training Coordinator. In addition, management will ensure that the training times, break periods etc. are strictly controlled by the trainers in charge of the training session.

Finally the Company and the Union mutually agree that the activities contained above will be completed in a timely and efficient manner and the Trainers and Coordinators will not be required to perform anything that may lead to a grievance under the current Production and Maintenance Agreement. (c99, c05)

(16.5) Local Training Committee

The Company agreed to establish a local training committee (LTC) in those locations where plant size dictated a need.

The LTC will consist of the present Plant Training Coordinator and a Management employee appointed by the local Plant Human Resources Manager.

The committee will function on an as-needed basis and will:

- meet as required
- review existing training and development programs
- track employee training
- co-ordinate in-plant training programs
- develop in conjunction with National Training Committee programs as required
- promote employee participation



(16.6) Health and Safety Training

During these negotiations the Company and the Union discussed the progress achieved and the recognition of the Chrysler Canada / CAW Health and Safety Partnership as world-class. Notwithstanding the successes achieved to date there is still much to be done. Accordingly, the parties agreed that we must continue to move forward and improve at an even faster pace to meet the world challenges. It is within this context that the parties agreed to implement the following initiatives to improve the quality and delivery of our health and safety training programs.

1. National Joint Health and Safety Training Sub-Committee

The parties agree to establish a National Joint Health and Safety Training Sub-Committee (Training Sub-Committee) which will be a resource to and accountable to the National Joint Health and Safety Committee (NJHSC) to assist in achieving the NJHSC's training objectives. The Training Sub-Committee will be comprised of two (2) representatives from the Company, the Manager Occupational Health and Safety (Co-Chair) and the Staff Industrial Hygienist and two (2) representatives from the Union, the National Health and Safety Coordinator (Co-Chair) and the National Ergonomics Coordinator. The Training Sub-Committee will be supported by the CAW National Health and Safety Training Coordinator.

2. Training Program Design

The NJHSC will pursue the most effective means for the development, packaging and delivery of effective training programs. Additionally, the NJHSC will pursue the Company's standardization objectives to ensure that all training programs are of the highest quality possible. To assure basic uniformity, the Training Sub-Committee will develop guidelines to be used by the plants and Local Joint Health and Safety Committees to design training programs to meet local needs. The NJHSC will also develop a system to review and approve health and safety training programs, including a review of current safety training videos and printed materials for opportunity to update format (ie, DVD, CD). In addition, the NJHSC will establish needs assessment



TRAINING

and evaluation processes to determine and evaluate existing and future training programs.

3. Training Programs

The parties discussed various training subjects that should be included under the NJHSC umbrella including topics such as: leadership, roles and responsibilities and general awareness. The parties agree that the following subject matter shall fall under the jurisdiction of the NJHSC:

(a) Journeyperson Apprentice Health and Safety Training

The parties acknowledged the importance of appropriate and effective health and safety training for all newly hired skilled tradespersons. In this regard, the parties agree that health and safety training will be provided to each new skilled trades journeyperson and apprentice as soon as reasonably practical after employment.

The value of the present training programs (i.e. job hazard analysis / safety risk assessment, 5 minute safety talks and safety procedures) were recognized and the Company agreed to place emphasis on improving their presentation.

It was further agreed that appropriate and effective health and safety training will be provided to each skilled trades apprentice during the course of their apprenticeship training. The method of providing this training will be jointly established locally and will be reviewed by the local Joint Apprenticeship Committee and the Local Joint Health and Safety Committee with the Local Human Resources Manager.

The training program will be developed and approved by the NJHSC and will include but is not limited to Lockout / Energy Control; WHMIS; Lift Truck Driver: Aerial Lift; Safety Harnesses etc. The training program for Journeyperson and Apprentices shall be 40 hours.



TRAINING

(b) Committeeperson / Steward Health and Safety Training

The parties discussed the health and safety training needs for plant shop committeepersons and stewards to assist them to be even more effective in maintaining healthy and safe conditions within their jurisdictional areas.

Accordingly, the parties agree that the Journeyperson Health and Safety Training Program will be offered to the committeepersons and stewards who have not previously received the training as well as all pertinent health and safety training programs presented to hourly personnel within their jurisdictional areas as soon as reasonably practical after elected.

The training will include Company health and safety procedures, legislation, ergonomics and procedures to address worker safety concerns and ways to reduce work refusals. The Local Joint Health and Safety Committee will coordinate the training.

It is further understood that the Committeepersons' and Stewards' alternates would be allowed to function during the regular production shifts. In the event the Health and Safety Representative of the Local Joint Health and Safety Committee attended or participated in the training, time spent would not be considered as part of the allowance under the Collective Agreement if applicable.

(c) Alternate Health and Safety Representative Training

The parties agree that in order to assist "alternate" Health and Safety Representatives to function with confidence and with a knowledge of legislative requirements, Company policies and procedures and hazard awareness, the "alternate(s)" shall be entitled to attend the Journeyperson Health and Safety Training Program as well as all pertinent health and safety programs that apply to his/her location.



TRAINING

Where the Health and Safety Representative "alternate" is a regular member of the Joint Health and Safety Committee as described in the Memorandum of Understanding, Health and Safety, he/she would be entitled to attend the annual Joint Health and Safety Committee training.

(d) New Hire Health and Safety Orientation Training

The parties agree that New Hire Health and Safety Orientation training will include, but is not limited to, the Employee's Rights and Duties under provincial legislation; the Role of the Local Joint Health and Safety Committee; WHIMS; Pedestrian Safety; Specific Plant Safety Rules and Requirements; Personal Protective Equipment requirements; etc. The NJHSC will develop a standardized training program criteria which will identify the training requirements to be delivered at the plant level.

Recognizing that each plant may utilize independent means to achieve appropriate health and safety orientation, the Local Joint Health and Safety Committee may make recommendations regarding content and presentation.

When classroom training is presented, a CAW instructor shall participate.

(e) Health and Safety Certification Training

The parties agree that certification training utilizing the Workers Health and Safety Centre "Basic Certification (4 day) Training Program" will be provided to the full Joint Health and Safety Committees at all Ontario locations.

Chrysler/CAW instructors who have been certified by the Worker Health and Safety Centre, will conduct one training session in the Windsor area and one training session in the Toronto area to accommodate the Joint Health and Safety Committee members from all Ontario locations.

When further certification training is necessary due to a change in the committee membership, the new



TRAINING

Joint Health and Safety Committee member will be trained locally.

The Company agrees to provide Basic Certification Training to the alternate Union Health and Safety Representatives at the Brampton Assembly Plant and the Windsor Assembly Plant once during the term of this agreement when there is a change of designated alternate(s). It is understood that this training would be conducted locally.

(f) Emergency First Aid Training

The parties discussed the value of First Aid and CPR training in the event that an emergency may arise in the plant during production or maintenance hours.

In order that trained workers may be present under such emergencies, the Company agrees to provide Emergency First Aid (8 hour) training and pay lost wages for interested employees up to a maximum of one (1) hourly employee in twenty-five (25).

In addition, due to the nature of the work performed by plant electricians, the Company agrees to provide Emergency First Aid (8 hour) training and pay lost wages for electricians, on a voluntary basis. It is understood that the names of personnel who take this training will be posted in first aid and other appropriate locations and that those employees will be expected to apply appropriate First Aid and/or CPR in the event of an emergency.

(g) WHMIS

The parties agree that initial Workplace Hazardous Materials Information System (WHMIS) training will be provided to those employees who have not yet been trained.

Additionally, the parties agree that the program development is a joint effort and delivery will be in a classroom at each location. the Basic Training will be 8 hours and each hazardous material module will not exceed 45 minutes each.



- (h) **Energy Lockout / Energy Control Program**
The parties agree that the Energy Lockout / Energy Control Training Program will be developed jointly by the NJHSC-and will be 8 hours.
It is understood that the Energy Lockout / Energy Control Training Program will prepare users of the procedure for generic energy lockout / energy control application. For complex equipment, employees will receive specific energy lockout / energy control procedure instructions from their supervisor or training by a person mutually agreed upon by the Company and the Union. Furthermore, users of plant energy lockout / energy control procedures will receive one (1) hour of refresher instruction annually.
- (i) **Lift Truck Driver Training**
The parties agree that initial Lift Truck Operator Training Program will include both classroom theory and practical driving sessions and each will be 8 hours in duration.
Any worker assigned to operate a lift truck is required to be trained, evaluated and licensed prior to operating any lift truck.
The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.
- (j) **Aerial Lift (Man Lift) Operator Training**
Aerial Lift or man lift type vehicles (Zoom Booms, Scissor Lifts etc.) vary from location to location as well as by equipment manufacturer and function. The parties agree that training for this type of equipment must be developed locally based on the training recommendations provided by the equipment manufacturer.
Any worker assigned to operate an aerial lift type vehicle is required to be trained, evaluated and



TRAINING

licensed prior to operating any aerial lift type vehicle.

The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.

(k) Janitors / GSOs

The parties agree that all Janitors /GSOs will receive Health and Safety training specific to the nature of work that they perform on a regular basis.

The NJHSC will develop a training program protocol specific to the needs of Janitors / GSOs. The training will include but is not limited to WHMIS; Energy Lockout; Lift Truck Driver; Aerial Lift; Working With Cleaning Agents; Personal Protective Equipment; Pedestrian Safety etc.

(l) Arc Flash Training

The parties agree that electricians and engineers required to work on live electrical equipment outlined in the corporate policy on electrical safety will receive Health and Safety training specific to Arc Flash. This training will be conducted to inform workers of the hazards associated with live electrical work and PPE requirements for safe work practices. Additionally, refresher training will be conducted as necessary, not to exceed three years.

4. National JHSC Training Programs / Materials
With the introduction of World Class Manufacturing (WCM) in 2009, many initiatives have been undertaken to transform Chrysler into one of the top performing manufacturers in the world, including in the area of health and safety. A fundamental principle of WCM is to provide employees with cost effective training that is targeted, timely and standardized.

In addition, the Company and the Union both recognize the importance of meaningful health, safety and hazard



TRAINING

awareness training and are committed to continue their joint effort to provide current, up to date, relevant and value added training. The parties agree that within (12) months of the effective date of the new Collective Agreement, the National Joint Health and Safety Training Sub-Committee will undertake a complete review of all current health and safety training programs, legislative requirements, corporate requirements and recognized standards/codes to establish comprehensive schedules for initial and refresher training, including format, frequency, content, duration and number of trainers required per class (based on subject and class size). Existing contractually specified training durations and frequencies will reflect the outcome of this review.

Notwithstanding this commitment, the parties further agree that where the need arises other health and safety training subject matter may be reviewed by the National Joint Health and Safety Committee as proper subject matter for future training program development. (n05, c12)

(16.10) New Hire Orientation

The Company and the National Union, CAW agree to implement a joint orientation program for hourly employees, including employees relocated from other facilities.

The orientation program will be implemented in all plants and locations of the Company where the number of new hourly employees being hired warrants such a program.

The orientation will be conducted prior to the enrollment of a prospective employee except when the number of new hires makes administering the program impractical or unduly burdensome for the representatives of the parties hereinafter described or would delay the commencement of operations for which the new employees are hired. The orientation will consist of information presented in accordance with guidelines established by the Company and the National Union, CAW. The information will acquaint the employee with work areas, and inform individuals of the benefits, opportunities and responsibilities they will have as



TRAINING

employees of the Company and as members of the Union. The program shall be conducted, in part, by a representative of the Plant Human Resources Department and, in part, by an elected or appointed Local Union representative, officer or Benefit Representative designated by the National Union whose other duties at the time of election, appointment or designation shall already permit said individual, if said individual is working on the job, to take time away from work without loss of pay. The orientation shall be conducted during normal plant working hours at times and places determined by Local Plant Management.

In the event that either party believes the program does not meet the provisions of this letter, notification may be given; if by the Union to the Company Labour Relations Staff, or if by the Company to the National Union, CAW.

The program will not be subject to the grievance procedure and may be terminated at any plant by either the National Union or the Company, upon written notice to the other party. (c02, c05)

(16.18) 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



TRAINING

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:

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
09/29/14 - 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**, c12)

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



TRAINING

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. 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**)

(16.19) Employee Assistance/ Substance Abuse Representative Training

(a) At negotiations the parties discussed the value of enhancing the skills of the Employee Assistance/Substance Abuse Representatives.

The Company will issue, with co-operation and input from the Union, a joint Company/CAW brochure endorsing the Employee Assistance/Substance Abuse Program which will be mailed to the residence of each employee.



TRAINING

In addition, the National Substance Abuse Committee will provide annually, for the term of this collective agreement, the training it deems necessary to qualify the Employee Assistance/Substance Abuse Representatives to satisfactorily perform their functions.

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

- (b) During negotiations the company and the union discussed training needs of the employee assistance/substance abuse representatives. Discussions centred on the certification-training program at McMaster University.

The parties agreed that following negotiations the company and union would investigate the feasibility of registering one Windsor area representative in the course and of providing the gambling module to the E.A./Substance Abuse Representatives from Brampton, Etobicoke and Windsor.

Costs associated with this training would be recovered from the National Training Fund. (n02)

(16.20) 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:



TRAINING

- (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 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 Representatives who wish



TRAINING

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**)

(16.21) Joint Initiative Administration

During negotiations, the parties reaffirmed their commitment to training which focuses on the development of employee skills and awareness training activities through training activities developed and delivered under the auspices of the National Training Committee.



TRAINING

Administration arrangements developed subsequent to the 1996 negotiations in conjunction with the implementation of this joint initiative are as follows:

Membership:

The Committee is comprised of five representatives from the Union and five representatives from the company. It is understood that it may be appropriate for others to periodically attend Committee meetings.

Approvals and Administration:

Separate accounting and administration processes have been established to administer and control disbursements from the Fund. All disbursements are reviewed and approved by the President's Office for the Union and Chrysler Canada Inc. Labour Relations Staff for the company. A reporting mechanism has been established to monitor relevant Fund administrative and training expenses and a quarterly report outlining the financial status of the Fund is provided to the National Training Committee members for their information.

The parties may meet, if necessary, to adjust the amounts of the funding dedicated to administration. The total amount of administrative course development and program delivery will not exceed the total value of the fund. The decision to continue the Fund beyond the term of the Collective Agreement, as well as the disposition of any unspent funds from the current Training Fund, will be a matter for negotiations between the parties during 2011 bargaining.

Resources:

The National Union has appointed a National Training Coordinator and a Resource Coordinator who will interface with the Training Review Committee.

Costs associated with the Resource Coordinator position will be split equally between Ford, G.M. and Chrysler.



TRAINING

Trainers:

Instructor techniques, delivery methods, and the training hours for each program will all be factors in determining the number of trainers that will be required. These determinations are appropriate subject for the National Training Committee. Trainers will be jointly reviewed and assigned by the National Union and Chrysler Canada Inc. While on a training assignment, trainers will continue to be compensated at their regular hourly wage rate, including COLA.

Due to the variation in training schedules, program content, duration and application to various segments of the workforce, it is anticipated that all training assignments will be on a part-time basis. There may, however, be circumstances when the utilization of a full-time trainer may be considered.

Training Schedules:

The ability to commit to and execute training schedules can be influenced by a number of factors which were examined in detail during our discussions. Both parties agreed that mutually satisfactory solutions will be essential to the long-term success of this program. In the event that such issues cannot be resolved locally, they may be referred to the National Training Committee, the National Union or Chrysler Canada Inc. Labour Relations Staff. (n99, c05)

(16.22) Basic Education Skills Training (B.E.S.T.)

During negotiations, the parties discussed the value of providing support and assistance to employees who wish to improve their ability in reading, writing, and mathematics. As a result of these discussions, the company and the union agreed to continue with the current B.E.S.T. (Basic Education for Skills Training) Program at the following Chrysler Canada locations:

- Windsor Assembly Plant
- Brampton Assembly Plant

The parties agreed that the B.E.S.T. program would be established within the following guidelines:



TRAINING

- the program will focus on basic literacy and English as a second language;
- the program is of thirty-seven (37) weeks duration consisting of four (4) hours of class each week;
- a minimum of one (1) class and a maximum of four (4) classes will be conducted at each location;
- the class size will be limited to a minimum of six (6) participants and a maximum of twelve (12) participants;
- the local parties will determine the appropriate class schedule and timing, based on plant production schedules;
- the local parties will develop an awareness program to inform employees of the program;
- the local parties will promote the program and recruit and assess the participants;
- program will be available on a voluntary basis;
- fifty (50) percent of employee's class-time will be compensated at straight-time rates. Compensated class-time shall not qualify a person for benefits such as, but not limited to short work week;
- the program instructor(s) will be selected by the local union president from the existing workforce;
- the company will cover the cost of the instructor's lost wages at straight time rate during the B.E.S.T. program two (2) week train-the-trainer course;
- the instructor will be paid on a straight-time basis for in-classroom hours, in addition to one (1) hour of paid preparation time for every four (4) hours of in-classroom time;
- the company will provide suitable facilities, equipment, classroom materials and other supplies associated with program administration;
- the parties agreed that a request for additional classes beyond the maximum provided will be the subject of a meeting between the plant chairperson and human resources manager at the facility;



TRAINING

- employees will be replaced by TPT's when classes are scheduled during their regular working hours.

The parties agreed that it may be necessary to discuss mechanisms for the replacement of participants in order to avoid any negative impact on quality or efficiency of operations.

Furthermore, the parties agreed to seek government funding in support of the program.

The National Training Committee will review the programs currently in progress and assess the need to continue with the B.E.S.T. program on an annual basis. New programs established at other locations will be developed within this general framework.

Any problems arising from the implementation of this program will be discussed between the National Union CAW and Chrysler Canada members of the National Training Committee. (n99, c02, c05)

(16.24) Training Schedule – Sufficient Notice

During the current negotiations the parties discussed their mutual interests in advancing the education and training of employees. In the course of discussions, it was agreed that such programs, particularly those developed and supported through the Training Fund, promote employee interest in greater learning.

During discussions, the Union indicated a concern with the negative consequences that would result from a lack of sufficient notice to employees scheduled to participate in the current NTC workplace training program.

The company assured the union that increased effort will be made to avoid these situations and provide timely notice to participating employees. It is understood that absenteeism, breakdowns and other unforeseen and unusual



circumstances may affect the Company's ability to meet the intent of this understanding.

The Local Training Committees will meet to address each locations unique scheduling difficulties. Solutions will be developed to maximize the success of their efforts to ensure satisfactory class sizes, such as pre-scheduling or provision for suitable training replacements. If the local training committee is unable to agree on a plan to expeditiously complete the training, the matter will be referred to the National Training Committee.

The parties have discussed the ongoing difficulty associated with delivering of training at various locations. At each location, the human resources manager will convene a quarterly meeting with the plant chairperson, plant manager, appropriate operations management and the training coordinator, where appropriate, to ensure that the negotiated commitments are met. At each meeting, past results will be discussed and forecasts for the next quarter will be reviewed. If the local parties are unable to agree on a plan to complete the training, the matter will be subject of a meeting with members of the Training Review Committee.

The parties also reaffirmed the levels of co-operation and commitment required of both Company and Union to support education and training programs. (n99, c02,c05)

(16.25) Review of Training Related Issues

During the negotiations, the parties discussed a number of training related issues. The parties agreed the appropriate forum for reviewing outstanding matters is with the National Training Committee.

Specific issues raised by the Union appropriate for review by the Committee include trainer development programs, high school equivalency pilot programs, and the requirements necessary for National Training Committee promoted training programs to receive tax-exempt status. (n99)



(16.27) Training Facilities

During negotiations, training facilities at each location were discussed. The parties agreed that following bargaining, the local Plant Chairperson and the local Human Resources Manager would meet to determine facility and equipment needs at the location. (n99)





JOB SECURITY

(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 3rd quarter of 2008. During 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. During 2008 negotiations, the Company and the Union engaged in extensive discussions concerning the future of the Windsor Assembly Plant and the



JOB SECURITY

parties' joint objective to produce superior quality products in a cost efficient manner. In this context the parties agreed on a number initiatives in the areas of productivity and quality that are the subject of separate letters to this Agreement. Additionally, the parties renewed their commitment to work together to secure the best interests of the plant. 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 Chrysler 300, and Dodge Charger and Dodge 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.

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



JOB SECURITY

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 Group Transport LLC. 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 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



JOB SECURITY

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 community¹ 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, **c09 Addendum**)

(17.2) Job Security and Work Ownership - Skilled Trades

In 1996, the Company and the Union focused on the impact of contracting decisions and their impact on individual workers, their families and their communities. The Company and the Union have regularly addressed Skilled Trades concerns over income and job security. Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide workers and their families with a measure of income security unparalleled in Canadian history. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties negotiated the Job Security and Work Ownership agreement during this set of negotiations.

Within this context, the Company confirms the understandings reached during the 1996 negotiations regarding Skilled Trades concerns over work ownership.

Primary among these understandings is the Company's commitment that there will be no reduction of skilled trades



JOB SECURITY

employees as a result of outside contracting throughout the life of this agreement.

More specifically:

(a) Planning

Plant management shall meet semi-annually to review with CAW Skilled Trades representatives projected work loads regarding the installation, construction, maintenance, repair, service, and warranty work of existing or new equipment, facilities, and the fabrication of tools, dies, jigs, patterns and fixtures.

(b) Information

Advance notice of outside contract activities will be provided, in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the company's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.

(c) Layoff - Recall

When Skilled Trades employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, Chrysler trades employees will be given first priority for the work, before letting the contract provided that they can perform the available work.

(d) Full utilization

It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, consistent with local scheduling practices of each facility.

(e) Non-traditional work

During negotiations the parties had extensive discussions around skilled trades work ownership. The Company raised the issue that they were experiencing significant loss in productivity and that



JOB SECURITY

in order to address this it required a commitment from the Union to work with them in putting in place a mechanism to deal with contractors and Chrysler Canada employees in the skilled trades. The Union was clear that the work ownership language respected that the trades had the first opportunity to perform the work in their respective classifications outlined in the collective agreement. The Union agrees that within 30 days of the signing of the collective agreement, to meet with the Company to identify work that is not traditionally done by the skilled trades. Following this, by mutual agreement, the parties will document said non- traditional work and the Union will advise the company regarding its intention to apply the 1:1 principle accordingly. (n02)

(f) **Skilled Trades Sharing of Information**

During negotiations, the parties discussed their commitment to the principles of Letter (17.2) and the importance of maintaining the positive relationship that has developed over the years. Key elements have been open dialogue and sharing of information.

The union raised concerns that various issues impacting skilled trades are not being discussed at all locations. The parties agreed on the importance of open dialogue and the sharing of information and reaffirmed their commitment in maintaining the relationship. (n02)

The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among workers in today's business setting. With this new sense of security, the parties believe skilled tradespersons may apply themselves to pursuits that are in the best interest of themselves, the Company, the Union, and their communities. (n96)

(17.3) Supplier Relationships

The company expects its suppliers to have responsible labour relations, treat their employees in a fair and equitable



JOB SECURITY

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.
- 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



JOB SECURITY

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 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)



JOB SECURITY

(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 19, 2016, the Company will not close or sell any plant, 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, c08)

(17.5) Task Force on Absenteeism

Chrysler Canada Inc. and the CAW have a long history of working together to address issues of mutual concern. Unauthorized absence from the workplace is one such issue.

The parties recognize employees are required to attend work at the required time for scheduled days of work. Unauthorized absences from such work negatively affect product quality and productivity.

Discussions on this issue during bargaining revealed its complexity. Situations do arise which can affect the employee's ability to attend work as scheduled. However, the parties agree that with proper manpower planning and a reliance on programs such as bereavement pay, jury duty pay, vacation, Scheduled Paid Absence, holidays and plant and/or office programs which allow employees to request time off in advance, many of these unexpected situations can be addressed to the satisfaction of the employee without affecting the workplace.

The parties also acknowledge, however, that circumstances do arise that are wholly unexpected and beyond the employee's control. In order to prepare for these situations,



JOB SECURITY

the company maintains a staffing allowance based for the most part on absenteeism trends exhibited by the workforce.

Consequently, the parties acknowledge absenteeism as a feature of the workplace that must be managed.

Despite time away from work as provided by the collective agreement, along with many negotiated plant programs that facilitate time off by way of the Temporary Part-Time Employee Agreement, Code 1, unauthorized absentee rates in our plants remain a difficult issue.

With this background in mind, the parties agree to establish an Attendance Administration Task Force within 120 days of the ratification of this agreement. The task force will consist of two representatives of the CAW, including the President of CAW Local 444, the Senior Manager, Labour Relations and Security for the Company, and one other representative of the Labour Relations and Security Department. The parties enter this agreement with a joint commitment that safe, productive workplaces depend on planning and the need for individuals to accept responsibility for their actions within the context of the employment relationship. (n99)

(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 (\$90,000 for skilled trades employees) and a \$35,000 new vehicle voucher.



JOB SECURITY

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 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,



JOB SECURITY

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 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.



JOB SECURITY

- (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.
- (i) 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). (n93, c99)

(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 opportunities equivalent to those now encompassed by the total of all plants covered by the Production and Maintenance Agreement. 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



JOB SECURITY

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

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 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



JOB SECURITY

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 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, CCI 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



JOB SECURITY

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 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



JOB SECURITY

local and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

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 manpower 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.



JOB SECURITY

- (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 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



JOB SECURITY

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 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



JOB SECURITY

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, separately for skilled trades and non-skilled employees and for skilled employees, by trade, before closing layoffs are effected, 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



JOB SECURITY

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 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



JOB SECURITY

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
- 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 SUB benefits 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



JOB SECURITY

will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

- (1) employees who have not attained Seniority will be placed on layoff;
- (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 SUB benefits;

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



JOB SECURITY

retirement allowance described in Letter (17.6); or

- (b) if not eligible to retire, or if option 3(a) not chosen, be placed on layoff, with eligibility for Regular SUB benefits;

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 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



JOB SECURITY

offered the opportunity to be placed on layoff with eligibility for Regular SUB benefits. 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 SUB benefits.

- (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 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



JOB SECURITY

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 SUB benefits 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.

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



JOB SECURITY

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 viable entity in the North American automotive market. (n93, c96)

(17.12) Skilled Trades – Permanent Job Losses

During these negotiations the parties agreed to several arrangements which will govern the parties in the event of permanent job losses resulting from productivity-related actions or restructuring.

In response to concerns raised by the Union regarding productivity-related actions or restructuring and their potential impact on maintenance and construction work, the Company reaffirmed the principles and procedures with respect to the letting of outside contracts for maintenance and construction work specified in Sections (17.16), (17.17), (17.18), (17.19) and (17.20).



(17.13) Vendor Support

During the course of these negotiations, the parties discussed at length the issue of supplier employees performing rework and/or sorting operations within the plant. The Company explained the necessity for occasionally having vendors perform rework upon their supplied components. To that extent, the Company advised the Union it is not, under normal and ordinary circumstances, the intent of Chrysler Canada Inc. to have vendor employees perform "rework", to the detriment of CAW represented employees except as it pertains to the below statement on specific techniques or skills.

Nevertheless, the parties recognize that circumstances can and do arise where vendors must have their employees perform such rework within our facilities in cases such as where it is required for the vendor to obtain more knowledge about the quality defect, where specific techniques or skills are required and/or where warranty agreements and vehicle safety items could be impacted. Furthermore, the Company advised the Union that under normal and ordinary circumstances, non-corporate supplier employees would only be allowed to perform continuing rework and/or sorting operations within our facilities for up to a maximum of three (3) consecutive working days to correct a specific problem. After such time, the rework for that specific problem would be assigned either to plant employees or the nonconforming material will be returned to the supplier for rework. This agreement would not be in effect for a maximum of six (6) weeks following the introduction of any new part.

In applying the above understanding, the Plant assures the Union that vendor rework will not be performed on the assembly line. Further, in the case of finished vehicles, vendor rework will be performed only in those instances where the vendor's expertise is required due to the criteria referenced in the aforementioned paragraph.



JOB SECURITY

(17.14) Notification — Tooling Outsourcing

In the event a decision to use a non-Company source for tooling work is being contemplated, local management will, except where time and circumstances prevent it, notify the Union in writing and have advance discussion with local union representatives concerning the nature, scope and approximate dates of the work to be performed and the reason why management is contemplating utilizing a non-Company source. At such times, Company representatives are expected to afford the Union opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of attendant circumstances.

(17.15) Job Security and Outside Contracting

Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them when performance of such work involves the use of Company -owned machines, tools or equipment maintained by employees.

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 work which a vendor must perform to prove out equipment.

In all cases, except where time and circumstances prevent it, the plant management will hold advance discussion with local Union representatives prior to letting such a contract. In this discussion local management is expected to review its plans or prospects for letting a particular contract. The local Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.



In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

Notwithstanding the foregoing, the notice provisions of Section (17.16) (a) Skilled Trades, shall apply when plant maintenance and construction work is let to outside contractors.

(17.16) Outside Contractors

- (a) It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, as set forth in the Agreement.

In all cases, except where time and circumstances prevent it, the Company will notify the Union in writing prior to letting a contract for the performance of maintenance and construction work in order to afford the Union an opportunity to hold advance discussion of the matter before the contract is let. In this discussion, the Company is expected to review its plans or prospects for letting a particular contract. The Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, employment level, etc.) why the Company is contemplating contracting out the work. At such times, the Company is expected to afford the Union an opportunity to comment on the Company's plans and to give weight to those comments in the light of all attendant circumstances.

- (b) Discussion of Outside Contract

When discussions are held, in accordance with the provisions of Section (17.16) (a) Skilled Trades and Section (17.17) Skilled Trades, the Supervisor of Plant Engineering may be accompanied by the Superintendent of Maintenance or other personnel familiar with the work involved.



JOB SECURITY

(c) Notice of Outside Contract

The following memo will be distributed to all Plant Engineering personnel issuing notices of outside contracting work:

"During our recent negotiations there were lengthy discussions in the quality and detail disclosed on the notice of outside contracting form.

To resolve the matter we agreed to advise the responsible areas in the plants, of these complaints and suggest that more definite information be included so that the Union Representatives would be able to identify the work to be performed. The above would be beneficial to both parties as some meetings presently requested could be avoided because the additional information would meet the Union's needs."

The Company will re-issue the Letter contained in this Section (17.16)(c) within two weeks of the date of ratification.

(d) Service Contracts and Warranty Arrangements

Advance written notification for the letting of skilled trades service contracts, and vendor warranty arrangements will be given to the Union.

The parties will meet periodically to discuss such service contracts and warranty arrangements.

(e) Use of Outside Contractors While Employees are on Layoff.

During recent negotiations the Union expressed concern regarding the use of contractors while Skilled Trades Employees are on layoff.

As indicated in those sections of the Production Maintenance Agreement dealing with the subject of outside contracting, the Company will endeavour to maximize work opportunities for its Skilled Trades Employees.

Discussions on contracting, prior to any layoff or contemplated layoffs, will give full consideration to maintaining future work in house.



(17.17) Maintenance Contracting

This Section is intended to clarify the intent of Section (17.16) (a) pertaining to Skilled Trades Employees.

- (a) It is the policy of Chrysler Canada Inc. to perform maintenance work with its own employees, provided it has the employees, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Company does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This Section is not to be regarded as impairing that right in any way.
- (b) The Company hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.
- (c) The Company is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Company. Therefore, in making these determinations, the Company intends always to keep the interests of Chrysler personnel in mind.
- (d) In applying the provisions of Section (17.16) it is our intention that, except where time and circumstances prevent it, any "advance discussion" held in accordance with those provisions take place before any final decision has been made as to whether the work should be contracted out.
- (e) In those cases when the work to be performed is not started by the contractor within ninety (90) days following the approximate starting date given to the Union pursuant to Section (17.16) (a), and the Union believes the circumstances in the plant have changed sufficiently to warrant review of the initial decision to let the contract, the Union, upon request,



JOB SECURITY

will be given an opportunity to comment on the changed circumstances. To the extent practicable, the Company will give weight to such comments.

It is important that the Company advise the Union of any or all of the factors mentioned in the above provisions which it will take into consideration in determining whether a particular contract should be let out or not. Such advice will be given in the course of the "advance discussion" so that the Union will be given a better opportunity to make its comments and the Company will also be given an opportunity "to give weight to those comments in the light of all attendant circumstances."

(17.18) Consideration and Advance Discussions

When a plant is contemplating a decision to let to an outside source, die or major jig and fixture work, the Plant Management will hold advance discussions with the Local Union concerning the nature, scope and approximate dates of the work to be performed and, based upon the considerations set forth in Section (17.19) Skilled Trades, as well as the magnitude of the construction program, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the work force, the complicating effect of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die, jig and fixture construction business, will review with the Union why the decision to let the work is contemplated. The Plant Management will take into consideration and afford due weight to any relevant information furnished by the Union before making its final decision.

A Plant Management decision to utilize an outside source for such work should consider, in addition to all the above relevant considerations, any adverse employment impact on the plant's journeymen/women in the affected skilled trades



JOB SECURITY

classifications who are laid off or would be laid off as a direct result of the decision. In making a final decision, the Company will not act arbitrarily or capriciously in disregard of the legitimate interests of Chrysler employees.

(17.19) Tool and Die Contracting

You have discussed with us at great length the possible effect on our skilled tool and die and model employees of decisions of the Company to buy some of its tools, dies, and models, rather than make them.

As we have pointed out to you in current negotiations, there are many and varied factors that may influence any particular decision to make or buy. We do not believe it is feasible to list general criteria. However, the Union has stated in our discussions that it recognizes a number of them, such as the need, among other things, to contract work that requires specialized tools and equipment and special skills and the necessity of meeting production schedules, model changes and re-arrangement deadlines.

In view of the foregoing, we have advised you that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, and models, or to buy them. However, we wish to make it clear to you that it is our policy, in making such decisions, to give proper consideration to the operating needs of the business, the efficiencies and economics involved and all other relevant considerations, including the effect of the decisions on work opportunities of tool, die and model employees.

Where the Company considers that work practices or provisions of local agreements in its Tool, Die and Model Departments may be having an adverse effect on the Company's Company's ability to compete in this field effectively, it will discuss such matters on a timely basis with the Local Union and explore with it fully the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such



JOB SECURITY

employees. The Skilled Trades Representative of the Company is also willing to meet from time-to-time with the Skilled Trades Representative of the National Union to discuss, and provide information relative to plans the Company is formulating and decisions it is contemplating concerning tool and die contracting on a corporate-wide basis. A representative of an affected plant is willing to meet from time-to-time with the Skilled Trades Committee person at the plant to discuss, and provide information relative to plans the plant is formulating and decisions it is contemplating concerning tool and die contracting by the plant.

(17.20) Tool and Die Contracting in General Manufacturing Division, Engine, and Casting Division Plants

In our negotiations leading to the Production and Maintenance Agreement dated December 11, 1982 we discussed in great detail tool and die contracting by the Company, some aspects of which are the subject of Section (17.19) Skilled Trades, Tool and Die Contracting. In the course of these discussions we reiterated that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, models, jigs or fixtures or to buy them.

We assure you, however, that when Journeymen/women skilled trades employees in the toolmaking trades, including machine repair where applicable, of a plant of the General Manufacturing and Engine and Casting Divisions are on layoff for any reason or become laid off as a result of the plant's contracting out work involving the fabrication, maintenance or repair of tools and dies, and of the kind normally performed by such skilled trades employees in the plant, the Skilled Trades Representative of the Company, on request, will meet with the Skilled Trades Representative of the National Union to discuss, and provide information relative to, plans the Company is formulating and decisions it is contemplating concerning such contracting. A good faith effort will be



JOB SECURITY

extended by the parties to find solution to the problems discussed in these meetings.

(17.21) Quality Initiatives

During negotiations, the parties discussed the competitive nature of the auto industry in Canada and the potential impact upon job security for employees of Chrysler Canada Inc.

During these discussions the Company addressed the importance of quality as one of the critical factors which can influence long-term viability of each of the facilities of Chrysler Canada Inc. In this regard, the Company reviewed with the Union quality initiatives that are being introduced to ensure that the best possible quality standards are achieved. The programs reviewed included the Quality Improvement Process, Statistical Process Control methods, Performance Feedback Systems, training of employees to enhance operator skills, and other measures to measure and improve quality levels.

The parties agreed the application of these programs and processes is important for achievement of the quality objectives essential to the ongoing viability of each facility of Chrysler Canada Inc.

(17.22) Employee — Basic Responsibilities

During the current negotiations, the parties discussed at length the issue of job security. It is understood that faced with severe domestic and foreign competition, Chrysler must improve its manufacturing and other systems and provide for more productive and effective utilization of its capital and human resources if job security is to be attained.

One of the concepts discussed that would enable Chrysler to work toward meeting these important objectives and providing job security pertains to basic employee responsibilities. The Company believes setting forth an understanding of the duties that constitute basic responsibilities of all employees will encourage employee



JOB SECURITY

growth and co-operation, thereby improving productivity and increasing the flexibility of the Company's human resources.

As such, the Company and the Union agree that all employees are expected to take pride in their workmanship; have respect for other employees, union and salaried alike; be orderly and neat in their own workplace and otherwise respect the rights of others to work in an orderly, clean and safe environment.

All employees are expected to perform the various duties and basic responsibilities assigned to them.

Employees have the responsibility to ensure the equipment they use or work with is in proper working order. When a problem exists, they are to notify the appropriate personnel of such a problem, to minimize damage to themselves, other employees or to quality production of the product.

When time permits, employees may be expected to perform other tasks, relative to their normal operations.





GENERAL

(18.1) Change of Address

Employees shall notify the Management of any change of address and a copy of the notification will be given the employee.

Within thirty (30) days after the ratification of this Agreement and every six months thereafter during the term of this Agreement, the Company shall give to the National Union and the respective Local 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.

Upon request of the Local Union to the Manager of Labour Relations and Security, the Company shall give, not more than once in every quarter, current mailing labels of all retired, laid-off, and active employees covered by this Agreement.

(18.2) Supervisors Working

It is the express policy of the Company that supervisory personnel are for the purpose of carrying out supervisory functions and are not expected to displace employees covered by this Agreement.

However, a supervisory employee may perform operations where an emergency arises out of unforeseen circumstances which calls for immediate action to avoid interruption of operations and the supervisor may also perform operations for purposes of instruction or training as may be necessary in the discharge of supervisory duties, provided that the act of performing the aforementioned operations in itself does not reduce or affect the hours of work or pay of any employee covered by this Agreement.



(18.3) Employees' Copies of Agreements

Agreements will be printed and made available to employees on a request basis.

During negotiations, the company and the union agreed to discuss various alternatives regarding the use of different media that would ensure that employees have access to contractual language and provisions.

Both parties have committed to work together to this end and toward the objective of printing the agreements within six months of the final resolution and signing of agreement changes. The printing and distribution of the various employee booklets, exhibits and pension booklet will occur within nine months of the final resolution and signing of agreement changes. (c99)

(18.4) Supplemental Agreement Temporary Part-Time Employees

The parties agree that the Company may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in any plant covered by the current Production and Maintenance Agreement.

Therefore it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work on Mondays and Fridays, in addition to premium days, subject to the following:
 - 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 department in which they are assigned.
 - 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



- 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 current Chrysler Canada Inc.-CAW Production and Maintenance Agreement provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the plant 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 the applicable provisions of Section (9.6) of the current Production and Maintenance Agreement. 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.
- II. Skilled Trades and Non-Skilled temporary part-time employees hired before May 19, 2008 shall be paid in accordance with the provisions outlined in Section 9.6 – Wage Progression.



GENERAL

Skilled Trades and Non-Skilled temporary part-time employees hired on or after May 19, 2008 but before September 24, 2012 shall be paid at a rate equal to seventy percent (70%) of the full base rate of the classification of the job to which they are assigned.

Skilled Trades and Non-Skilled temporary part-time employees hired on or after September 24, 2012 shall be paid at a rate equal to sixty percent (60%) of the full base rate of \$34.03.

If an employee does not possess the qualifications for journeyperson status, but has the qualifications required for temporary employee status in the classification in which the employee is employed, the employee shall be paid seventy percent of the full base rate of the classification to which they are assigned.

- III. 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 full-time employee the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
- IV. 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, national origin, age, handicap, sex or religion.
- V. A temporary part-time employee shall be entitled to Union representation including the grievance



GENERAL

procedure in cases of alleged violation of this Supplemental Agreement.

- VI. A temporary part-time employee shall be subject to the provisions of Sections (1.8) through (1.11) of the current Chrysler Canada Inc.-CAW P & M 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.
- VII. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will the temporary part-time employee's performance be considered either in establishing a production standard or in a dispute over the production standard.
- VIII. 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 I.D. and XII of this Supplemental Agreement. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of the current Chrysler Canada Inc. - CAW P & M Agreement:

Section (8.1) (8.2) and (8.6) through (8.12)—
Working Hours
- IX. 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



GENERAL

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 Saturday and Sunday in accordance with the provisions of Section (8.4) and (8.5) of the current Chrysler Canada Inc.-CAW P & M Agreement.

- X. 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 current Chrysler Canada Inc.-CAW P & M 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.
- XI. 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



GENERAL

- ii) Semi Private Accommodation set forth in Appendix
- iii) Out of Province HSM Coverage and Assistance as set forth in Appendix F, Section XIV
- 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.

XII. Any consent to be obtained from the Union concerning in-plant matters with regard to the T.P.T. Program must be obtained from either the Plant Chairperson or the Advisory Committeeperson.

XIII. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Production and Maintenance Agreement.

XIV. This Agreement supersedes and in all respects replaces any previous Supplemental Agreement-Temporary Part-Time Employees.

National Automobile,
Aerospace, Transportation and
General Workers Union
Of Canada, (CAW-Canada)
(c05, c08, **c09 Addendum**, c12)

Chrysler Canada Inc



(18.5) Temporary Part-Time Program - Cancellation

We had several discussions concerning the Supplemental Agreement — Temporary Part-Time Employees.

The parties signed the Supplemental Agreement — Temporary Part-Time Employees and further agreed that the National Union, may cancel such Agreement because of abuses by giving the Company thirty (30) days advance notice.

(18.6) T.P.T to Full Time

During the current negotiations the Union raised concerns regarding the appropriateness of requiring temporary part time (TPT) employees who wish to become full time employees to successfully complete the Company new hire testing procedures.

While recognizing the need of the Company to ensure it hires the best candidates, the parties acknowledged that TPT employees who do not meet the minimum standards of the Company's new hire testing procedure, will be given further consideration for employment based on the following conditions:

- (a) An active TPT employee on roll at the time of test.
- (b) Has completed three (3) consecutive years of service as a TPT employee and has worked a minimum of 400 hours in the third year.
- (c) Has maintained acceptable ratings during their tenure as a TPT employee.

TPT's may continue to work provided they meet the eligibility guidelines of the TPT program or until such time as a full time position is offered. (n96)

(18.7) 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

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)

(18.8) Relief Time

Notwithstanding Windsor Area Special Provisions Letter 4.1 – Implementation of 10-Minute Rest Period, Letter 4.3 – Relief Time – Vehicle & Engine Assembly Line Ops., and Letter 4.4 – Relief Time – Robogate Toy Tab Op., Brampton Special Provisions Letter 18.11 – Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S., and Letter (D) Etobicoke Operational Efficiency (2008), the parties agree that the amount of relief time made available to employees assigned to vehicle and engine line assembly operations at Brampton and Windsor Assembly plants and employees assigned to die cast and cross member operations at Etobicoke Casting plant will not exceed forty (40) minutes relief per eight (8) hour shift. The Schedule for breaks and lunch periods, will be determined locally consistent with the guidelines for establishing such periods outlined in the Production and Maintenance or Local Agreements. (n09, c12)



TABLE OF CONTENTS

SPECIAL PROVISIONS PERTAINING TO BRAMPTON ASSEMBLY PLANT

	Section / Page Letter Number
REPRESENTATION	(2)
Number of committeepersons	(2.1) 1
Benefit Plans Representative	(2.2) 3
Placement Representative	(2.3) 4
Grievance Investigation	(2.4) 5
General	(2.5) 6
Overtime	(2.6) 6
Notification to Company	(2.7) 8
Emergencies – Health & Safety	(2.8) 8
Return to Classification	(2.9) 9
Union Representation In Layoff	(2.10) 9
Union President	(2.11) 9
Health and Safety Representative - Seniority	(2.12) 9
GRIEVANCE PROCEDURE	(3)
Grievance Procedure – Flow Chart	(3.20) 10
WORK STANDARDS	(4)
Rest Periods	(4.6) 13
SENIORITY	(5)
Definition	(5.1) 14
Company's Right to Assign	(5.2) 14
Seniority Lists	(5.3) 14
Committeepersons	(5.4) 14

TABLE OF CONTENTS

	Section / Page Letter Number
Loss of Seniority / Termination	
Of Employment.....	(5.5) 16
Return to Work.....	(5.6) 17
Medical Placement Review.....	(5.7) 17
Interpretation of Seniority.....	(5.8) 17
Inverse Seniority.....	(5.9) 19
Summer Students - Seniority.....	(5.11) 19
LAYOFF AND RECALL .....(6)	
Layoff, Reductions and Recalls Other	
Than Model Change.....	(6.1) 21
Model Changes Layoffs and Recalls..	(6.2) 22
Interim Period.....	(6.3) 23
Laid Off Probationary Employees.....	(6.4) 24
Overtime during Layoff – Production	(6.5) 24
TRANSFER AND PROMOTION.....(7)	
Posting Procedure.....	(7.1) 25
Preferred Classifications.....	(7.2) 25
Base Operation Postings.....	(7.3) 25
Successful Bidders.....	(7.4) 26
Temporary Postings.....	(7.5) 26
Absentee Employee Bids.....	(7.6) 27
Temporary Filling of Permanent	
Vacancies.....	(7.7) 27
Seniority / Qualifications.....	(7.8) 27
Replacing Disqualified Bidder.....	(7.9) 27
Skilled Trades / Non Skilled Trades	
Bids.....	(7.10) 28
Successful Selection.....	(7.11) 28
Movement of Successful Bidders.....	(7.12) 28
Second or Third Shift Staffing.....	(7.13) 28
Departmental Seniority.....	(7.14) 29

TABLE OF CONTENTS

	Section / Page Letter Number
Return to Previous Department.....	(7.15) 29
Changes in Shift Schedule.....	(7.17) 29
Transfer of Work.....	(7.18) 29
Placement – Physical Disability or Limitation.....	(7.19) 30
Transfer Out and Return to Bargaining Unit.....	(7.20) 32
Right to Assign to Temporary Job.....	(7.21) 33
Assignment of Work.....	(7.22) 33
 WORKING HOURS .....(8)	
Standard Workday and Workweek.....	(8.1) 35
Time and One-Half.....	(8.2) 35
Time and One-Half Exemption.....	(8.3) 35
Double Time.....	(8.4) 35
Seven Day Operations	(8.5) 36
Work Shifts Defined.....	(8.6) 36
Shift Premiums.....	(8.7) 36
Pyramiding Prohibited.....	(8.8) 36
Lunch Period - Three 8 Hour Shifts....	(8.9) 37
Overtime.....	(8.10) 37
Equal Hours For Each Shift.....	(8.11) 37
Payment For Day of Injury.....	(8.12) 37
Change of Shift.....	(8.13) 38
 WAGES .....(9)	
Rates for Transferred Employee.....	(9.1) 39
Pay Shortage.....	(9.2) 39
Production Specialist.....	(9.3) 39
 LEAVE OF ABSENCE .....(11)	
Leaves of Absence.....	(11.1) 40

TABLE OF CONTENTS

	Section / Page Letter Number
VACATION, SPA AND PAA.....	(13)
Vacation Pay - Retirees.....	(13.1) 41
Hours Worked - Vacation.....	(13.2) 41
 SKILLED TRADES.....	 (14)
Special Provisions Pertaining to	
Skilled Trades Employees.....	(14.1) 42
Area Assignment - Transfer.....	(14.2) 42
Supplemental Trades.....	(14.3) 42
Supplemental Overtime.....	(14.4) 44
Reduction in Skilled Trades	
Workforce.....	(14.5) 48
Classification Transfer.....	(14.6) 49
Medical Placement.....	(14.7) 49
Supervision.....	(14.8) 51
Demarcation.....	(14.9) 51
Training.....	(14.10) 52
Worked Lunch Period.....	(14.12) 52
Overtime During Layoff – Skilled	
Trades.....	(14.13) 52
Medical Replacement – Temporary	
Restrictions.....	(14.14) 52
Placement of New Hires in Shift	
Rotation.....	(14.15) 53
Plant Expansion – New	
Classifications.....	(14.16) 53
Procedure for Shift Change.....	(14.17) 53
Assignment of Vacations – Skilled	
Trades.....	(14.18) 53
Lines of Demarcation.....	(14.19) 54
Use of Lift Trucks.....	(14.20) 54
Summer Students - Painting.....	(14.21) 55

TABLE OF CONTENTS

	Section / Page Letter Number
Skilled Trades – Shift and Job	
Rotation.....	(14.22) 55
Coveralls.....	(14.23) 55
Temporary Layoff – Skilled Trades.....	(14.24) 55
Vendor – New Equipment.....	(14.25) 57
Carpenter / Painter / Glazier	
Classification.....	(14.26) 57
HEALTH AND SAFETY	(15)
Motor Mechanics – Lift Truck Repairs..	(15.2) 58
TRAINING.....	(16)
Training Program / Procedure.....	(16.1) 59
Substance Abuse Counseling – Tuition	
Refund.....	(16.2) 60
Tuition Refund Program.....	(16.3) 60
New Technology.....	(16.4) 60
GENERAL	(18)
Work By Salaried Employees.....	(18.1) 62
Instruction By Supervisors.....	(18.2) 63
Employee Updates.....	(18.3) 63
Notification of Company Appeal –	
WSIB.....	(18.4) 63
WSIB and A & S Waiver Option.....	(18.5) 63
Distribution of Non-Political Literature..	(18.6) 63
Quality Audits.....	(18.7) 64
Winter Clothing	(18.8) 64
Supplemental Agreement Temporary	
Part-Time Employees.....	(18.9) 64
Temporary Part-Time Employee	(18.10) 69
Memorandum of Understanding	
Brampton Assembly Plant Tag & A.W.S.....	(18.11) 70

BRAMPTON – REPRESENTATION

REPRESENTATION

Letter 2.1 – Number of Committeepersons

The employees covered by this Agreement shall be represented by Seniority employees of the Company during regularly scheduled straight time hours for in-plant Union Business under the grievance procedure as follows:

(a) Production - The Unit Chairperson and Plant Shop Committeepersons as established in the following scale shall perform their duties on a full time basis commensurate with the time allocated.

Workforce	Union Representation
1 to 250 employees	One Committeeperson
251 to 500 employees	Two Committeepersons
501 to 750 employees	Three Committeepersons
751 to 1000 employees	Four Committeepersons
1001 to 1250 employees	Five Committeepersons
1251 to 1500 employees	Six Committeepersons
1501 to 1750 employees	Seven Committeepersons
1751 to 2000 employees	Eight Committeepersons
2001 to 2250 employees	Nine Committeepersons
2251 to 2500 employees	Ten Committeepersons
2501 to 2750 employees	Eleven Committeepersons
2751 to 3000 employees	Twelve Committeepersons

and so on, with one additional committeeperson for each additional 250 employees.

For purposes of the number of full time Committeepersons, work force is defined as employees actually at work according to Payroll records as of the last normal production week prior to these dates.

It is understood that the maximum number of Skilled Trades employees to be excluded from the count for determining the

BRAMPTON – REPRESENTATION

number of regular Committeepersons shall be two hundred and fifty.

Where there is an increase in full time Committeepersons under this paragraph, the Union may, at its option, assign the additional Committeeperson to either the day shift or the afternoon shift.

Adjustments in Union Representation shall be made effective the first Monday following October 1st, January 1st, April 1st and July 1st of each year except when the Plant changes from single shift to two shift operation or from two shift to single shift operation in which case the necessary adjustments shall be made effective the first Monday of the change in schedule.

(b) Skilled Trades - In addition to the above, with respect to Skilled Trades, the Plant Skilled Trades Chairperson and the following Union Representation shall apply once Skilled Trade employees number more than twenty-five (25).

Day shift	- One Committeeperson allowed eight hours per day
Afternoon shift	- One Committeeperson allowed eight hours per day while 2 nd production shift is in place
Midnight shift	- One Committeeperson allowed one hour per day

(c) The following Representation structure applies at Brampton Assembly Plant. The parties recognize the number of Committeepersons is subject to the ratio as provided above:

BRAMPTON – REPRESENTATION

	Number of Representatives			
	Post AWS 2 Shift		AWS 3 Shift	
Representation	F/T	P/T	F/T	P/T
Plant Chairperson	1		1	
Skilled Trades Chairperson	1		1	
Committeeperson- Production	10	1	15	
Committeeperson- Skilled Trades	2	1	3	
Health & Safety	2		3	
Benefits *	1		2	
Placement	1		1	
Empl. Assist. / Subst. Abuse	1		1	
Employment Equity	1		1	
Time Study	1		1	
Grievance Co-ordinator	1		1	
District Committeepersons	2		4	
WSIB (Regional)	1		1	
Environmental Representative		1		1
Total	25	3	35	1

* Benefit Reps will be designated as "A" and "B". In the event the plant returns to a two shift operation, it is agreed that Benefit Rep "A" will remain and function on a full time basis, while the Benefit Rep. "B" will be utilized as required.

Letter 2.2 - Benefit Plans Representative

(a) Function

Notwithstanding the Benefit Plans Representatives Letter as contained in the P & M Agreement, when the workforce exceeds 1,000 employees a Benefit Plans Representative may be appointed. Should the workforce fall below 600 employees the Benefit Plans Representative will be allowed a maximum of two (2) hours per day.

(b) Super Seniority

In a layoff of one full week or longer, the Benefit Representative shall be retained on a super-seniority basis; firstly in the Benefit Representative's own classification, and secondly by displacing the most junior employee in the Plant whose job the Benefit Representative is capable of performing. During this period, the Benefit Representative shall be allowed such time as might be required to deal with benefit problems

BRAMPTON – REPRESENTATION

of employees up to the maximum provided under Letter 2.1.

Letter 2.3 - Placement Representative

The Placement Representative will assist the Management Placement Representative in the placement of employees with permanent or temporary medical restrictions or other limitations on suitable work in accordance with the Collective Agreement.

Placement duties include but are not limited to:

- Using plant placement procedure, assist in placing employees who are fit to do immediate temporary modified work.
- Using plant placement procedure, assist in placing employees who have been off work and are fit to return to modified duties.
- Follow up with employees who miss work the day following a reported accident. Make every effort to insure they do not become lost time claims by offering modified work.
- Monitor and follow up with temporary placements to insure they are provided additional placement opportunities.
- Discuss the employee's ability to do modified work with attending physician.
- Assist employees with concerns or questions on S&A, EI, or other Benefits and ensure employees are directed to the appropriate Department or Representative. Part of this assistance may require attendance at meetings with WSIB representatives and Management to review plant operations.
- The discussions also dealt with the rehabilitative aspects of disabilities, and as such the Placement Representative would participate in early intervention meetings with the employee, Company medical representatives, and other stakeholders to recommend the appropriate rehabilitation measures.

BRAMPTON – REPRESENTATION

- Computer tracking and minor administrative duties to maintain current data on disabled employees may be required.
- Any concerns, which may arise pertaining to the Program, will be raised with the Union Plant Chairperson and the Human Resources Manager or their designate. .

Letter 2.4 - Grievance Investigation

An employee requiring representation in the grievance procedure shall first contact the employee's Supervisor. The Supervisor will promptly call the Unit Chairperson in the Unit Office and the Unit Chairperson will keep a list of all such calls and times and will act as dispatcher for the appropriate Dayshift Committeeperson. The Afternoon Shift Committeeperson shall be contacted promptly by the Supervisor. through the paging system and the Committeeperson shall keep a list of calls and times. The Unit Chairperson shall have access to the paging system provided to the Second Shift Plant Committeeperson.

Union Representatives who are allowed less than 7 hours per shift for Union business shall not leave their assigned work without first obtaining permission. Such pass will be granted as soon as possible, but in any event, within 30 minutes of the request.

When it becomes necessary for a Union Representative to enter a Department or Section of a Department for the fulfillment of Union duties, such Union Representative shall inform the Supervisor of the representative's presence and obtain the Supervisor's permission to proceed with the grievance matter occasioning entry into the Department or Section.

It is understood that time spent investigating and settling grievances will be kept to a minimum and that this privilege will not be abused.

BRAMPTON – REPRESENTATION

The Unit Chairperson and all Committeepersons shall enter and remain in the Plant only on their respective shifts unless otherwise agreed to by the Management.

Letter 2.5 - General

Each Union Representative shall be employed on the shift for which elected as a Union Representative during the term of office.

The Unit Chairperson shall select an alternate from the District Committeeperson or Committeeperson who shall act as a substitute only in the event the appropriate representative is absent from the Company premises. The Company will sanction upon request, the appointment of additional alternates where multiple shifts are involved. The alternate for the Unit Chairperson shall be appointed by the Unit Chairperson.

The Company shall supply the Union with an enclosed office with desk, filing cabinet and telephones to be located at a place designated by the Production Manager. It is understood that only the Union Representatives named herein shall use this facility except during break and lunch periods.

Letter 2.6 - Overtime

Notwithstanding the provisions of Letter 8.11, Union Representatives as defined in Letter 2.1 (or in their absence their designated alternates) shall be offered the opportunity to work overtime on work which they are capable of performing on the following basis.

- (a) Scheduled Production Overtime for the Complete Plant (all lines running).
 - (i) The Unit Chairperson will work the same scheduled hours as the First Shift employees and will be allowed full time during such overtime hours. The Dayshift Committeeperson will work the same scheduled hours as the Dayshift employees working the same shift and will

BRAMPTON – REPRESENTATION

be allowed time commensurate with that provided under Letter 2.1 (a). The Dayshift Skilled Trades Committeeperson will work the same scheduled hours as the majority of First Shift Skilled Trades employees and will be allowed time commensurate with that provided under the Skilled Trades Section above.

- (ii) The Committeeperson on the Afternoon Shift will work the same scheduled hours as the Second Shift employees and will be allowed time commensurate with that provided under Letter 2.1 (a), during such overtime hours for In-Plant Union business under the grievance procedure. The Afternoon Shift Skilled Trades Committeeperson will work the same scheduled hours as the majority of Afternoon Shift Skilled Trades employees and will be allowed time commensurate with that provided under the Skilled Trades Section above.
- (iii) The Night Shift Committeeperson and Skilled Trades Committeeperson will work the same scheduled hours as the majority of the Night Shift employees who they represent and they will be allowed such time as might be required to deal with grievance procedure business which arises during such overtime hours.

(b) **Partial Shift Operation:**

When 5 or more employees (working the same shift hours as the Committeeperson) whom the Committeeperson normally represents are working overtime on the Committeeperson's shift in the Committeeperson's zone, the Committeeperson or in the Committeeperson's absence the alternate shall be offered the opportunity to work such

BRAMPTON – REPRESENTATION

overtime if the alternate is able to do the work. The Committeeperson will be allowed such time as might be required to deal with grievance procedure business which arises during such overtime hours.

On Saturday and/or Sunday only, Dayshift employees are working overtime on the Dayshift, the Unit Chairperson shall be offered the opportunity to work such overtime and the Unit Chairperson shall be allowed fulltime to deal with grievance procedure business which arises during such overtime hours.

Letter 2.7 - Notification to Company

If there are any changes made in the personnel set forth in each list, the union will, through the Unit Chairperson, or the Unit Chairperson's nominee, promptly after such employees have been elected or appointed, furnish the names of such employees in writing to the Human Resource Manager or designated representative. The Union agrees to give the Company 48 hours notice of any change in the Union Representation named in this section. Where the above named representatives and their alternates are both absent on a particular shift, the Union will, through the Unit Chairperson or nominee, inform the senior Supervisor in the department of the names of the employees who will act as the appropriate Union Representatives for handling of grievances and such notification shall be given by the end of the first hour of the shift concerned. Such appointment will be made from among employees actually at work.

Letter 2.8 – Emergencies – Health & Safety

In the event of an emergency situation requiring prompt attention involving the health and/or safety of an employee, which has not been resolved by the employee's immediate Supervisor and appropriate Committeeperson, it is agreed that a meeting will be held between the shift's senior management and the appropriate union representatives for resolution.

BRAMPTON – REPRESENTATION

Letter 2.9 - Return to Classification

Upon termination of their services as an elected or appointed union representative, they shall be returned to their previous classification and job (last recorded permanent classification and job), with their normal seniority standing in their previous department.

Letter 2.10 - Union Representation In Layoff

The parties agree that the determination of which Union Representatives are to be retained in a period of layoff will be done prior to the layoff becoming effective (deadline noon of the last working dayshift prior to the layoff commencing). If subsequently a retained Union Representative fails to report for work for any reason, the Union may immediately appoint a substitute from among the concerned employees who are scheduled to be at work. The Company will not be required to call in a laid off employee to substitute for the absent representative.

Letter 2.11 - Union President

Where the President is entering the Plant to go to the Union Office or Benefits Department, no prior permission is required.

Where the President wishes to see employees in a Department or Departments or generally wishes to view operations, prior permission from the Labour Relations Manager, or their designate, will be required.

Letter 2.12 - Health & Safety Representative - Seniority

Notwithstanding the Health and Safety Representative's position on the seniority list and subject to the letter on "Hours other than Regular Hours", the Health and Safety Representative shall be considered as a Committee person for the purpose of seniority and shall hold like preferential seniority consistent with the applicable provisions of the Agreement.

BRAMPTON – GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

Letter 3.20 - Grievance Procedure - Flow Chart

Both parties acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Letters 3.16 - Notice of Suspension, Disciplinary Layoff or Discharge and 3.17 - Union Representation. The attached flow chart illustrates the proper sequence of procedural steps to be used in processing employee grievances.

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

The Company pointed out that Special Conferences, as provided for in Section (2.7)(b), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (2.7)(b) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 2 or Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

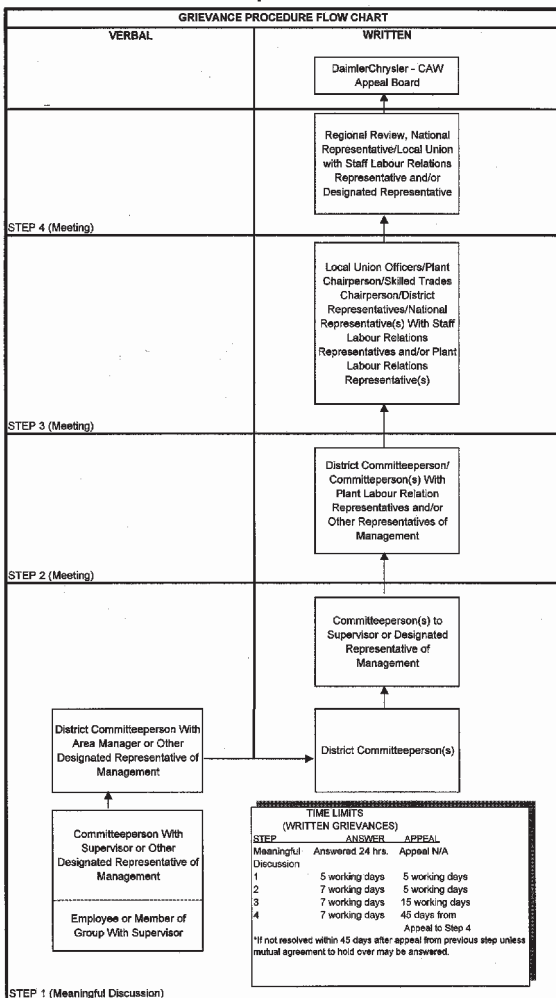
The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees

BRAMPTON – GRIEVANCE PROCEDURE

involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Company has violated. Management's answers will set forth facts taken into account in answering the grievance.

BRAMPTON – GRIEVANCE PROCEDURE

Bramalea Special Provisions



BRAMPTON – WORK STANDARDS

WORK STANDARDS

Letter 4.6 - Rest Periods

The Company will grant during a regular 8 hour shift a rest period of not more than 18 minutes after each 2 consecutive hours of work, from the employee's regular shift starting time, provided that when a lunch period occurs it will supersede the break period which would otherwise have occurred. It is agreed that Skilled Trades employees and non-journey person/journey person maintenance employees assigned to the third shift may be granted their first rest period after the first 1 hour of work after their regular shift starting time.

The Company will grant a separate rest period of not more than 9 minutes during each 2 hour period of overtime at the start of the overtime period.

SENIORITY

Letter 5.1 - Definition - Seniority

The term "seniority" shall be defined as that status of the employee based upon the employee's established unbroken length of service with the Company from the date of last hiring at the Brampton Plant or Brampton Plant subject to the negotiated special transfer provisions.

Letter 5.2 - Company's Right To Assign

- (a) Seniority shall be by Department and on a plant-wide basis, as established and agreed upon between the Union and the Company in accordance with the following Seniority provisions.
- (b) The Company shall have the right to assign employees to any work within their classifications. When the need arises to assign employees out of their zone, the Company shall first reassign the most junior employee who is qualified to perform the work. It shall also have the right to assign employees to other classifications on a temporary basis when necessary to maintain an efficient operation. The Company will inform the Union as soon as possible of such manpower movement.

Letter 5.3 - Seniority Lists

The Company shall give the Union an up-to-date seniority list once every three (3) months and make seniority lists available electronically in the plant kiosks.

There shall be separate Seniority Lists for Brampton production and Skilled Trades. The Company shall also provide a composite list of the above two.

Letter 5.4 - Committeepersons

The Committeepersons named in Letter 2.1 (except Skilled Trades Committeepersons), Unit Chairperson, the Skilled Trades Chairperson and the President or the top ranking officer of the Union acting as President in the grievance procedure, shall head the seniority list of their Plant during

BRAMPTON – SENIORITY

their term of office. The Skilled Trades Committeepersons shall head the seniority list of their trade.

In the event of a layoff, the following procedure shall apply:

- (a) If there is work in the Skilled Trades Committeeperson's trade on their respective shifts, they shall be retained in their plant in that trade, on that shift. If no work is being performed in said Committeeperson's trade on said Committeeperson's shift, the Committeeperson shall have the option of displacing the most junior employee in any other trade on that shift providing the Skilled Trades Committeeperson is qualified to perform the work in the trade. In the event there is no work for the Committeepersons they shall be laid off. When a Skilled Trade Committeeperson is laid off under the above circumstances, said Committeeperson shall be allowed to designate an alternate Committeeperson from among the Skilled Trades employees scheduled to be at work on the Skilled Trades Committeeperson's shift.
- (b) For all others named above, except the Unit Chairperson, they shall be retained if there is work on their shift which they are capable of performing being done in their zone of influence. In the event that no work is being performed in their zone of influence they shall be allowed, at their option, to displace another employee, on the same shift, who is scheduled to work in another zone provided they are capable of performing the work available.
- (c) In both Subsections (a) and (b) above, the Committeeperson will be allowed such time as is required for investigation of grievances which arise during the period of layoff and further provide that said Committeeperson shall be provided such time as is necessary to attend scheduled grievance meetings during said layoff period.
- (d) The Unit Chairperson shall be retained on the Dayshift provided any Dayshift Employees (other than Skilled Trades) are working on the Dayshift

BRAMPTON – SENIORITY

and the Unit Chairperson shall be allowed full time during such straight time hours for in-Plant Union business under the grievance procedure.

Letter 5.5 - Loss of Seniority/Termination of Employment

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

- (a) The employee quits.
- (b) The employee is discharged for just cause and such discharge be not reversed through the grievance procedure.
- (c) The employee exceeds a leave of absence granted by the Company.
- (d) The employee gives false reasons for obtaining a leave of absence.
- (e) The employee fails to report back to work from layoff within 5 working days after the employee is notified to return to work (an employee shall be considered as "notified" to return to work the third day after the Company's communication is mailed to the employee's last known address in the records of the Company). Should the Company contact the employee by telephone, the employee should inform the Company of the employee's intention.
- (f) The employee is absent from work 5 consecutive working days.
- (g) The employee falsifies the employee's application for employment and/or medical report history and such falsification is discovered within 12 months of the employee's date of hiring.
- (h) The employee is on layoff from the Company for a period of 60 consecutive months, or a period equal to the employee's seniority, as of the date of the employee's continuous layoff, whichever is the greater.
- (i) The employee has exhausted Weekly indemnity Benefits and is unable to perform any available work and has been absent from work for 60 consecutive months or a period equal to the employee's

BRAMPTON – SENIORITY

seniority, as of the date of the beginning of the absence, whichever is the greater.

Letter 5.6 - Return To Work

Should the employee return to work and be assigned to a job and fail to qualify on that job, it shall not break the employee's continuity of absence where appropriate.

Letter 5.7 Medical Placement Review

In the event that the employee does not qualify the employee's placement will again be reviewed to endeavour to find another suitable job. Failing placement within 3 attempts in a model run period the employee will be placed on a medical leave of absence as provided in the above named sections.

Letter 5.8 - Interpretation of Seniority

- (a) Where a production employee enters Skilled Trades, the employee is given Date of Entry seniority. The employee loses previously acquired seniority but retains previously acquired service for the purpose of fringe benefits. Since the employee has Date of Entry seniority there is no problem re statutory holiday pay.
- (b) Where a Skilled Tradesperson enters Production, the Skilled Tradesperson is granted Date of Entry seniority, loses previously acquired seniority, but retains previously acquired service.
- (c) Where the transfer is made during a period of layoff, the employee retains recall rights, based upon seniority held at the time of layoff to the area (Production or Skilled Trades) from which the employee was laid off. The employee's seniority status and service status is as shown in (a) and (b) above.
- (d) With respect to Health Care plans an immediate transfer is made of the benefit and benefit levels based upon the new job now being performed by the employee.

BRAMPTON – SENIORITY

- (e) For SUB the employee continues to accumulate credited service and should the employee subsequently be laid off the employee's status, e.g. Production or Skilled Trades will determine the benefit level to be paid.
- (f) Vacation pay will be based upon the previously acquired service with the Company and at the vacation pay calculation date the vacation pay will be calculated on the basis of the job then being performed. For example, if a Skilled Tradesperson was laid off for the first week in June, having worked all the prior vacation year as a Skilled Tradesperson and elected to go into Production, Vacation pay would be calculated on the job held in Production with no adjustment made for time spent as a Skilled Tradesperson.
- (g) The basic concept being followed is that the seniority lost by virtue of a transfer can never be regained but the service held with the Company will be retained for purposes of holidays, vacations, SUB, pension and health care benefits. The fact that the employee may have ten years of service will give the employee no additional protection in job retention, job bidding, medical placement, etc., over and above the seniority actually held.
- (h) It was made clear that when the laid off Skilled Tradesperson elects to obtain a job in the production area, said Skilled Tradesperson has no right of displacement of any employee who is already at work, in other words, the Skilled Tradesperson must fill a job which would otherwise have been filled by a new hire.
- (i) It was also recognized that although we give the Skilled Trades employee moving into Production a Date of Entry seniority which would protect said Skilled Trades employee in event of a layoff, vis a vis probationary employee, nevertheless, a probationary who was laid off could continue to accumulate service towards seniority and on

BRAMPTON – SENIORITY

attaining seniority could displace the retained Skilled Tradesperson Working in Production.

Under Letter 14.7, Skilled Trades, seniority under all subsections shall be the seniority held by the employee in the trade in which the employee was working at the time the employee became physically disabled.

Letter 5.9 - Inverse Seniority

The Company will meet with agreed upon Union representatives to work out the methods which will be applied in Inverse Seniority for the first layoff period in excess of 5 working days applicable to the second week or following weeks of a layoff of known duration. The Union will save the Company harmless from any monetary grievance demands or legal repercussions from E.I.

The results will be measured subsequently by the same Company/Union Inverse Seniority Committee and a determination will be reached mutually as to the administration of future similar layoff situations.

The usual contract provision involving layoff will not be changed for the term of this contract from the above procedure.

Christmas and Model Change layoff periods are exempt from the inverse seniority provision.

Letter 5.11 - Summer Students — Seniority

- (a) Any student, regardless of the number of days spent in previous employment with the Company, will be treated as a new hire with no credit given for the previous time and will start at the minimum hiring rate of the classification for which they were hired.
- (b) If and when such employee does attain 90 days service, which under normal circumstances would give the employee seniority, the employee will have

BRAMPTON – SENIORITY

no rights under the Contract with respect to seniority in retaining a job through bumping rights.

- (c) Any student (probationary or seniority employee) who, at the completion of temporary work, wishes to be retained on a permanent basis, must resign from the Company and may be rehired with no credit of time or benefits for previous employment. This employee will then start as a new hire for pay, seniority date and service date purposes.
- (d) Should a job come open during the period of employment of such student which would normally be filled by a new hire, the student may contact Hourly Employment Office with respect to filling such vacancy thus indicating such student wishes to be retained on a permanent basis. The Company will give consideration to the employment of such students on a permanent basis and if so employed the conditions above will apply and such student will then start as a new hire for pay, seniority and service date purposes as of the first day worked following the date the Hourly Employment Office has transferred such student to permanent status.

It is recognized between the parties that the student may continue to be employed on the temporary work for which the student was hired even though the student's status is changed in accordance with (d) above.

BRAMPTON – LAYOFF AND RECALL

LAYOFF AND RECALL

Letter 6.1 - Layoff, Reductions and Recalls Other Than Model Change

In the event of a temporary layoff the workforce will be adjusted as follows:

- (a) In a layoff of one full week or less employees on the operations to be performed will be retained or recalled and where necessary the Company may select or recall additional qualified employees by seniority for supplementation.
- (b) After one full week of layoff the Plant shall be adjusted on the basis of plant-wide seniority subject to the immediate ability of the employee to perform the work required. In the event that the temporary layoff is known in advance to exceed four consecutive weeks (other than at model change), the Company will meet with the Union during the second week of layoff to review the status of employees being retained out of line of seniority.
- (c) In the event of a permanent reduction in force the plant shall be adjusted on the basis of plant-wide seniority subject to the ability of the employee to perform the work required. In those instances when a permanent reduction in force from an operation is being effectuated and employee ability is equal, the junior employee on the operation and classification will be displaced unless a more senior employee on the classification volunteers to be moved. The sequence of adjustment shall be
 1. Classification – Team in Zone on Shift
 2. Classification – Zone on Shift
 3. Classification – Department on Shift

BRAMPTON – LAYOFF AND RECALL

4. Classification – Department Regardless of Shift
5. Classification – Area Regardless of Shift
6. Junior Employee in Area – Regardless of Classification and Regardless of Shift
7. Junior employee in the Plant regardless of Shift

Area will be interpreted to mean (i) Stamping (ii) Body (iii) Paint (iv) Assembly (Final, Trim, Garage) (v) Material Handling (vi) Maintenance and where separate organizational areas are established the Union will be so informed. For the purposes of Material Handling the sequence of adjustment is outlined in the Brampton Local Plant Agreement.

- (d) Should the employee not be qualified, the employee will be laid off until work the employee is capable of performing is available.
- (e) When a seniority employee is laid off and subsequently acquires new skills and the employee properly notifies the Hourly Employment Office with proof of attainment of these new skills, these new skills shall become a matter of record and shall be considered for recalls which occur subsequent to the date of notification to the Company.
- (f) In the event of a significant reduction in workforce the parties will arrive at a method of limiting the number of workforce moves consistent with maintaining the quality of the product and operational efficiencies. (c05)

Letter 6.2 - Model Changes Layoffs and Recall

- (a) In departments where it becomes impractical to layoff in accordance with seniority, at the end of the model year, the Company shall set one date ending the current model, and for 15 calendar days prior to the date

BRAMPTON – LAYOFF AND RECALL

employees shall be laid off when their operations are completed in their respective departments.

- (b) In order to facilitate tooling or rearrangement of Plant, taking inventories, the starting of jobs or groups getting into production, building of pilot jobs and the working out of difficulties incidental to new models employees shall be returned to work according to the needs determined by the Company for a period not to exceed 15 scheduled working days. In the selection of such employees, length of service may be secondary to other qualifications but shall be given thorough consideration.
- (c) The normal layoff and recall seniority provisions of Letter 6.2 (a), (b) and (c) of the Collective Agreement shall not apply to the interim period from the end of the first 15 day period to the beginning of the second 15 working day period. During this interim period additional help as required will be obtained by the following procedures.
- (d) Notwithstanding the above the Parties may mutually agree to prolong the 15 calendar day period referred to in above when the circumstances warrant such extension.
- (e) In the event that Supplementation is required during two 15 day periods described above the procedure in Letter 6.3 shall apply.

Letter 6.3 - Interim Period

- (a) Prior to the start of the model change layoff the Company will post a notice indicating classifications available, anticipated date required and approximate numbers required.
- (b) Any seniority employee may bid for these openings and the Company will select the number required in Plant-wide seniority order, from among the qualified applicants. At Brampton preference will be given to applicants currently in the classification in the Department. It is understood that to be a successful bidder the applicant must be able to satisfactorily perform the available work.

BRAMPTON – LAYOFF AND RECALL

- (c) Should additional employees be required the Company will continue to choose from among those qualified employees who bid and were not initially selected.
- (d) Should the list be exhausted and still further employees are required the most junior qualified employees in the classification firstly in the Department and secondly in the Plant will be called in to fill the openings.
- (e) In the event that a classification is not posted and employees are required the Company will select qualified employees in Plant-wide seniority order from among all employees who bid for the interim work.
- (f) Should the above procedure be exhausted and vacancies still exist, the Company may designate and schedule the employees who will be required to work.

Letter 6.4 - Laid Off Probationary Employees

Laid off probationary employees who have established a satisfactory employment history with the Company prior to being laid off will be given consideration by the Company towards their re-employment, but in any event, the Company's decision will be final.

Letter 6.5 - Overtime During Layoff - Production

The Company agrees to meet with the Union prior to any protracted full production overtime being scheduled to discuss the possible recall of laid off employees if such exist.

In such discussion due consideration will be given to notice requirements under the Employment Standards Act of Ontario.

BRAMPTON – TRANSFER AND PROMOTION

TRANSFER AND PROMOTION

Letter 7.1 - Posting Procedure

There will be established a job posting procedure which will allow all production employees the opportunity to bid for work in all classifications.

The job posting will contain, where applicable, classification, department, job title, rate of pay, shift, and a brief job description and if available PQX/ergonomic codes.

Letter 7.2 - Preferred Classifications

- (a) Initial vacancy will be posted plant wide.
- (b) Resulting vacancy will be posted plant wide.
- (c) Resulting vacancy created by (b) will be posted plant wide.
- (d) Resulting vacancy created by (c) will be posted plant wide.
- (e) Resulting vacancy created by (d) will be posted Base Operator only.
- (f) Resulting vacancy created by (e) will exhaust the posting procedure and the Company will fill the vacancy through selection, and/or new hire.

If the vacancies in (a), (b), (c), or (d) are successfully bid to by a base operator, the resulting vacancy will be posted Base Operator only and will revert to Step (e) above.

Letter 7.3 - Base Operator Postings

- (a) Initial vacancy will be posted plant wide.
- (b) Resulting vacancy will be posted plant wide.

If the resulting vacancy is successfully bid to by a base operator, the job posting procedure shall then be exhausted and the Company will fill the vacancy through selection, and/or new hire.

BRAMPTON – TRANSFER AND PROMOTION

If an employee in a preferred position successfully bids to the resulting vacancy, the job posting procedure shall then revert to paragraph 7.2(b).

Letter 7.4 - Successful Bidders

Successful bidders will not be eligible to bid for another opening for a period of six (6) months unless it is a retiree posting, or the job an employee successfully bid for is eliminated, or he or she is displaced from the job or where the Union has been informed that the job has been identified for potential elimination. When an employee successfully bids to a job that is eliminated prior to the employee being moved, the employee will be allowed to retain ownership of their previous job with full bid rights. (c05)

Letter 7.5 - Temporary Postings

There will be temporary postings for all preferred classifications excluding Upgrader and Production Specialist classifications where a canvass procedure will be utilized (Production Specialist positions in Stamping will however, be eligible for temporary postings).

The above preferred classifications will be filled on a temporary basis subject to the conditions listed below:

- (a) The absence from these jobs must be 30 days or more. If it is known the absence will be beyond 30 days at the outset, the vacancy will be posted at that time. Otherwise, the job will be posted only when it is known it will exceed the 30 day period.
Documentation must be provided to substantiate the 30 day absence.
- (b) A temporary posting will be open plant-wide to base production operators only.
- (c) The resultant vacancy will be filled by medical placement employees and/or floaters..
- (d) Successful applicants on a temporary posting will not be eligible to bid on another temporary posting and shall remain on the job for the duration of the absence or until it is determined the job opening is permanent. In the event of the latter, the permanent

BRAMPTON – TRANSFER AND PROMOTION

job posting procedure would take place. The temporary replacement would follow the procedure outlined in Step (f).

- (e) Additionally, all vacancies (including Production Specialist and Upgrader classification vacancies) created by an election or appointment to a Union position will be posted plant wide as a temporary posting with all classifications eligible to bid.
- (f) Upon completion of the temporary assignment the employee will return to his/her former job..
- (g) There will be a grace period of three (3) working days in the event the job owner who has returned to work and is absent for medical reasons during that time period. (c05)

Letter 7.6 - Absentee Employee Bids

When an employee is absent from work, the Unit Chairperson or designate may put in a bid within the posting period for a posted vacancy on behalf of the absentee employee.

Letter 7.7 - Temporary Filling of Permanent Vacancies

A permanent vacancy may be temporarily filled under the provisions of Letter 7.21, pending the filling of the vacancy through the job postings procedure. It is agreed that the posting procedure will commence within 2 working days after the decision to post is reached under Letter 7.21.

Letter 7.8 - Seniority/Qualifications

In filling the above vacancies seniority shall govern provided the seniority employee has the qualifications to satisfactorily perform the work available. If for any reason the employee does not satisfactorily perform the work the employee shall return to the employee's previous Department. The Company may then fill any resulting opening by selection and/or a new hire as it desires.

Letter 7.9 - Replacing Disqualified Bidder

Where an employee bids for and is accepted for a classification vacancy and is subsequently disqualified within

BRAMPTON – TRANSFER AND PROMOTION

30 days from the time the employee assumes the job, the Company will canvass in order of seniority, the other bidders who have not successfully bid to another posting to replace the disqualified bidder. If such satisfactory candidate exists said candidate shall be selected for the vacancy. It is understood that such selection will initiate another posting. If a satisfactory candidate does not exist or 30 calendar days have elapsed then the Company will follow the established job posting procedure.

Letter 7.10 Skilled Trades/Non Skilled Trades Bids

A non-skilled trades employee is not eligible to bid for a skilled trades vacancy nor is a Skilled Trades employee eligible to bid for a non-skilled trades vacancy. This provision does not preclude the selection of an employee not eligible to bid under the selection procedure set out above.

Letter 7.11 - Successful Selection

Any employee, other than a new hire, selected to fill a vacancy, shall not be eligible to bid for a vacancy for 6 months. Unless the job an employee successfully bid for is eliminated or he or she is displaced from the job. Disqualification of an employee from bidding by virtue of the time elapsed from last transfer shall not disqualify that employee from being selected for a vacancy after the job posting procedure has been completed or a vacancy has occurred because a successful applicant, under job posting has failed on the classification.

Letter 7.12 - Movement of Successful Bidders

With respect to the movement of successful bidders, the Company agrees that such moves should be made as soon as possible but in no event should they take longer than 30 working days from the date the posting is completed.

Letter 7.13 - Second or Third Shift Staffing

When a second or third shift is established at the Brampton Plant, it is agreed that it will be staffed first from volunteers for the shift within the respective Department areas and classifications within the areas.

BRAMPTON – TRANSFER AND PROMOTION

Letter 7.14 - Departmental Seniority

Employees permanently transferred from one department to another shall take their previously acquired seniority with them effective the date of transfer.

Letter 7.15 - Return to Previous Department

Should an employee fail to satisfactorily perform the work the employee shall be returned to the previous department regardless of shift and shall exercise total accumulated seniority to obtain another job.

The sequence to be followed is as follows:

- (a) Fill an open requisition after completion of the job posting procedure.
- (b) Displace a probationary employee.
- (c) Displace an employee with lesser seniority whose classification the employee can do, starting with the most junior employee whose classification the employee can satisfactorily perform.

Letter 7.17 - Changes In Shift Schedules

The shifts shall continue as currently in effect. The Company agrees, however, that where changes in such a shift schedule are contemplated, that the Company will discuss the proposed change with the Union before introducing the revised shift schedule.

Letter 7.18 - Transfer of Work

- (a) In the event that a majority of an employee's work is transferred from one department to another the employee involved shall have the option of transferring with the employee's work on a permanent basis into such department. In the event that the employee declines the option to transfer with the work, the employee will be placed in accordance with Letter 6.1(c).
- (b) Any present operation or part thereof, which may be transferred from its present Plant location to another location within the local area (50 miles radius from Toronto) shall be subject to the terms of this Agreement

BRAMPTON – TRANSFER AND PROMOTION

which are, by mutual agreement relevant to the new location.

- (c) In the event that an operation or part thereof is transferred to another plant location, under this Letter, employees affected by such transfer shall have the right to exercise seniority for employment in the new location prior to the hiring of new employees, or at their option may exercise their seniority at the location from which the operation or part thereof has been transferred. The Company and Union shall meet as early as possible to negotiate the details of such a transfer. (c05)

Letter 7.19 - Placement - Physical Disability or Limitation

Any employees who by reason of physical disability or limitation resulting from advanced age are unable to perform their regular classification of work shall be given the opportunity to qualify on other work which they may be physically able to perform in the following sequence.

- (a) Exercise seniority to firstly fill an open job, secondly, displace a probationary employee, and thirdly, displace an employee with lesser seniority beginning with the employee with the least seniority in the department.
- (b) Failing Letter 7.19 (a) above, exercise seniority to firstly fill an open job; secondly, displace a probationary employee; and thirdly, displace an employee with lesser seniority, beginning with the employee with the least seniority within the Plant in which the employee works.
- (c) Determination as to the suitability of the proposed work assignment shall be made by the Company's Physician after consultation, where appropriate, with the employee's personal Physician.
- (d) Should there be a disagreement as to the suitability of the work between the two Physicians, they will agree upon a third Physician who shall review the work assignment and render a decision, as to its suitability. The decision of the third Physician shall be final and binding upon the Company, the Union and the employee. The costs of the third Physician

BRAMPTON – TRANSFER AND PROMOTION

shall be shared equally by the Company and the Union.

- (e) If this procedure has been exhausted and suitable work is not available for the employee then the employee shall remain on medical leave of absence until such time as either suitable work is available or until the employee ceases to be an employee under the provisions of Letter 5.5.
- (f) The employee will be placed within 5 working days or as soon as possible.
- (g) Where medical restrictions are imposed by the Company's medical staff, the employee shall be given a copy of such restrictions.
- (h) Where an employee has medical restrictions imposed on an indefinite or permanent basis, and the employee is placed upon another job under this Letter 7.19, such restrictions shall remain in force for a minimum period of 3 months.

If the restrictions have been imposed by the employee's personal physician, they can only be removed by the employee's personal physician.

Where placement is required under this Letter, a copy of the restrictions imposed shall be provided to the Unit Chairperson. It is agreed that a medical restriction of 3 months duration or longer is considered to be a restriction of indefinite duration.

- (i) The Union will be informed of the employees affected by this Letter.
- (j) Where an employee who has been placed in accordance with the above procedure has the medical restrictions causing such placement removed or significantly modified within one year from the date of such placement, the employee shall be removed from that job and placed in the employee's original department in accordance with the following sequence:
 - (i) Fill an open requisition,
 - (ii) Displace a probationary employee,
 - (iii) Displace an employee with lesser seniority whose job the employee can do, starting

BRAMPTON – TRANSFER AND PROMOTION

with the most junior employee whose job the employee can satisfactorily perform.

- (k) If an employee is displaced due to a medical placement that employee shall have the right to return to the job (within 10 working days) if the medically placed employee leaves for any reason.

Letter 7.20 - Transfer Out and Return To Bargaining Unit

(a) Any employee who, prior to July 1, 1968, has been transferred out of the bargaining unit, shall continue to accumulate seniority in the employee's regular department while performing such work. If said employee is transferred back to the bargaining unit the employee shall be returned to the Department from which the employee was transferred filling first an open requisition after completion of the job posting procedure, secondly displacing a probationary employee and thirdly displacing a junior employee commencing with the most junior employee, whose job the employee can do.

(b) Any employee who is transferred out of the bargaining unit subsequently to July 1, 1968, and prior to January 1, 2003, shall retain the seniority held at the time of such transfer but not accumulate seniority during the period of such transfer. If said employee is transferred back to the bargaining unit the employee shall be returned to the department from which the employee was transferred, filling first an open requisition after completion of the job posting procedure, secondly displacing a probationary employee and thirdly displacing a junior employee commencing with the most junior employee whose job the employee can do.

(c) 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.

(d) In the above situations where the returning employee is unable to be placed in the employee's original department,

BRAMPTON – TRANSFER AND PROMOTION

the same sequence for placement shall be followed in each Plant. (c02)

Letter 7.21 - Right To Assign To Temporary Job

- (a) The Company shall have the right to assign employees to any work within their classifications. It shall also have the right to assign employees to other classifications on a temporary basis when necessary to maintain an efficient operation. The Company will inform the Union as soon as possible of such manpower movement.
- (b) Any employee required to perform any temporary work extending beyond 30 days shall be subject to the job posting provisions, unless the time is extended by mutual agreement.
- (c) Should there be any question as to whether or not a job vacancy is temporary, the Committeeperson, the Manager of the area concerned will meet to attempt to resolve the problem. Failing agreement as to whether or not a job vacancy was temporary the job will be posted.
- (d) Where work of a lower classification is offered an employee because of temporary lack of work in the employee's own classification the employee will be paid the top rate of such lower classification.

Letter 7.22 - Assignment of Work

The parties acknowledged the competitive importance of Management having the flexibility to fully utilize the skills and experience of its employees to maintain the highest levels of product quality and the efficiency of its operations and to that end acknowledge that under normal circumstances this desired result is best achieved by qualified employees performing a regular assignment.

The Union recognizes the Company's need for and right, because of absenteeism and other production requirements, to reallocate manpower within classification to maintain desired levels of quality and operational efficiency.

The Company assured the Union that it does not condone nor will it permit the assignment of employees for retaliatory

BRAMPTON – TRANSFER AND PROMOTION

The Company assured the Union that it does not condone nor will it permit the assignment of employees for retaliatory reasons, out of favouritism, as a punitive measure or for purpose of harassment. The Company will reaffirm its position during supervisory training sessions to be held after ratification of the Agreement.

Supervisors will be instructed that when movement from one job assignment to another is necessary, the employee will upon request, be advised of the reason for such movement.

If the Union believes an employee's assignment has been changed for punitive, retaliatory, discriminatory or harassment reasons, it may immediately take the matter up with the Area Manager of the Department. If attempts at resolution with the Area Manager are unsuccessful, the matter may be discussed with the Human Resource Manager. (c05)

BRAMPTON – WORKING HOURS

WORKING HOURS

Letter 8.1 - Standard Workday and Workweek

The standard workday shall not be more than 8 hours and the standard workweek shall not be more than 5 days, or a total of not more than 40 hours in any one week from Monday to Friday inclusive.

Letter 8.2 - Time and One-Half

Employees shall be paid time and one-half for all work performed beyond 8 working hours of any one workday (excluding regular shift change or a shift change at the request of the employee). An employee's workday shall consist of 24 consecutive hours immediately following the commencement of the employee's first scheduled work shift on that calendar day. The employee shall also be paid time and one-half for all hours worked in excess of 40 hours in any regular workweek with respect to which no overtime has been paid on a daily basis.

Notwithstanding the above overtime eligibility requirements, if an employee is called in and reports for work in advance of the employee's first scheduled work shift in this workweek, the employee shall be paid at the rate of time and one-half for all continuous hours worked in excess of 8 hours.

Letter 8.3 - Time and One-Half Exemptions

Time and one-half will be paid for hours worked on Saturday, except that time and one-half will not be paid for hours worked on a Saturday on any shift starting before or at midnight Friday night and ending Saturday unless the greater portion of work performed is on Saturday.

Letter 8.4 - Double Time

Double time will be paid for all work performed on Sunday and the holidays enumerated under Section (12.1) of the Production and Maintenance Agreement except that double time will not be paid on a Sunday or holiday on any shift starting before or at midnight Saturday night or Sunday night

BRAMPTON – WORKING HOURS

or the day before a holiday, and ending on Sunday or Monday or the holiday, as the case may be, unless the greater portion of work performed is on Sunday or holiday as the case may be.

Letter 8.5 - Seven Day Operations

Notwithstanding any of the provisions contained in Letters 8.3 and 8.4 above, Power House employees and other employees working on operations which are normally classified as 7 day operations will not be paid overtime for Saturday or Sunday work, when Saturday or Sunday is a working day of their scheduled week, unless such hours exceed 8 per day, or 40 hours per week, for which overtime they shall be paid at time and one-half. Such employees are to receive double time for hours worked on the 7th consecutive day of their regularly scheduled workweek.

Letter 8.6 - Work Shifts Defined

Working shifts will be defined as follows:

- (a) Any shift starting between the hours of 6:00 A.M. and 2:00 P.M. shall be designated as the first shift.
- (b) Any shift starting between the hours of 2:00 P.M. and 10:00 P.M. shall be designated as the second shift.
- (c) Any shift starting between the hours of 10:00 P.M. and 6:00 A.M. shall be designated as the third shift.

Letter 8.7 - Shift Premiums

All employees working on the second shift shall be paid a shift premium of 5% per hour. All employees working on the third shift shall receive a shift premium of 10% per hour.

Letter 8.8 - Pyramiding Prohibited

Night shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime under any provision of the Agreement shall not be counted more than once for the purpose of determining whether an employee is entitled to

BRAMPTON – WORKING HOURS

overtime under the same or any other provision of this Agreement.

Letter 8.9 - Lunch Period - Three 8 Hour Shifts

Where a group or department schedule calls for three 8 hour shifts which are butted in any workday, an 18 minute lunch period shall be allowed and paid.

Letter 8.10 - Overtime

- (a) It is agreed that it is the function of the Company to determine when overtime is necessary and to schedule overtime work. The Brampton Plant however agrees to meet with the Union to work out area overtime distribution procedures. The Union agrees that there will be no collective action taken with respect to refusing to work overtime, that it will not by the imposition of Union rules or penalties, or by any other method seek to discourage or prevent employees from working overtime, if they are willing to do so. Overtime procedures will be openly displayed in the respective areas. At Brampton insofar as it is practical for Management to do so overtime will be fairly distributed among the employees who regularly perform the work. Overtime records will be openly displayed in the Department so that employees may check their standing.
 - (b) Employees shall whenever possible be given at least 24 hours notice of overtime work.
- (c05)

Letter 8.11 - Equal Hours for each Shift

Whenever more than one working shift is necessary the Company agrees that it will, whenever possible, schedule such shifts in order that an equal number of hours is established for each shift.

Letter 8.12 - Payment for Day of Injury

- (a) An employee, injured on the job, shall be paid for the balance of the employee's shift on which the injury occurred, if as a result of such injury the employee is sent home, or to an outside hospital, by instructions of

BRAMPTON – WORKING HOURS

the Company Nurse. Should the claim for injury be subsequently denied and compensation not paid, the Company shall be entitled to recover any monies paid under the provisions of this Letter.

- (b) If the employee is not sent to an outside hospital on the day of the injury and subsequently the employee is so sent the injury shall be considered as having occurred on that shift for purpose only of payment under this Letter.
- (c) No employees will be refused a pass to go to the medical centre. If the medical centre gives the employee a pass to go home, such pass will be honoured.

Letter 8.13 - Change of Shift

Where an employee has been on vacation or leave of absence with a predetermined date to return to work and the employee returns to work on that date without being notified of a change of the employee's previously established work schedule, the Company will, depending upon which shift the employee should have returned to work upon, retain the employee at work for a minimum of 4 hours. It is understood that where an employee is sent home after 4 or more hours on that shift to return to work on another shift, it shall be considered as a regular shift change for pay purposes.

For all other absences, it will be the responsibility of the employee to contact the Company prior to return to work to determine whether or not a shift change has occurred and should the employee so return to work without prior contact with the Company our previous practice of sending the employee home immediately and bringing the employee in on the employee's correct shift will be continued and no payment for reporting for work allowance will be paid.

WAGES

Letter 9.1 - Rates for Transferred Employees

Where a "new hire" employee (employed after October 3, 1983), being paid under the "new hire" rate schedule, is transferred, said employee shall be paid at the same point in the rate schedule on the new job and be credited with all time worked for purposes of future rate increases.

Letter 9.2 - Pay Shortage

As a result of discussions during the negotiations, with respect to pay shortages, it was agreed that should a significant (more than \$20.00 in net pay) shortage occur, the employee may report such shortage to the Payroll Department and, if verified, an adjustment shall be made the same day.

Letter 9.3 - Production Specialist

Subsequent to 1986 negotiations, there was discussion on the appropriate rate to be paid to the Production Specialist where a higher paid classification is being serviced.

The Company agrees where this circumstance arises, to pay the Production Specialist at the higher rate.

BRAMPTON – LEAVE OF ABSENCES

LEAVE OF ABSENCE

Letter 11.1 - Leaves of Absence

This will confirm our discussions during negotiations with respect to granting leaves of absence for extensions of the Plant vacation period.

The Company will post the designated vacation period by March 15th and, in accordance with our past practice, we will then post the notice requesting employees to formally request any leaves of absence they may so desire during the above period.

Where these absence requests have been received, they will be reviewed by the Company with the intent of granting the maximum number of requests where reasonably practicable to do so without sacrificing departmental efficiency in the process.

The Company recognized that summer students will have to be hired and trained to guarantee a successful leave of absence program.

The Union recognizes that complete co-operation on the part of all employees during this period, up to and including waiving of certain contractual rights, e.g. seniority, is a must to guarantee a successful leave of absence program.

It is understood that the Layoff and Recall provisions of the Agreement take precedence over the above procedure unless special arrangements are reached by mutual agreement.

BRAMPTON – VACATION, SPA, and PAA

VACATION, SPA and PAA

Letter 13.1 - Vacation Pay — Retirees

This will confirm the understanding reached during 1993 negotiations with respect to the above subject.

For the purposes of Vacation Pay, under Section (13.3) of the Production and Maintenance Agreement, retirees under the Pension Plan, effective immediately, will be deemed to be on the roll as of the vacation pay qualifying date in the year in which they retire.

Vacation Pay will be calculated accordingly, with reference to the one thousand hours worked and the appropriate deductions where necessary.

Letter 13.2 - Hours Worked – Vacation

In computing the number of hours worked for the Company for the purpose of this Agreement, no deduction will be made for days absent due to sickness or injury other than covered by the WSIB Act, providing proof in writing to cover such absences which extend beyond 3 working days is furnished to the Industrial Relations Department of the Company by a qualified doctor within 10 days of the return to work of the employee concerned; nor will deductions be made for absence from work due to injuries covered by the WSIB Act.

Notwithstanding the foregoing employees will not accumulate credit for hours worked while absent unless they complete 520 hours of work in the vacation year concerned, except if the absence has been due to an injury arising out of employment at the Company for which the employee is receiving full lost time benefits under the WSIB Act in which case the employee must complete 260 hours of work in the vacation year concerned before such credit will be granted.

BRAMPTON – SKILLED TRADES

SKILLED TRADES

Letter 14.1 - Special Provisions Pertaining to Skilled Trades Employees

All sections of the Agreement shall apply to employees in the Skilled Trades except to the extent that if an interpretative conflict arises between the terms of this Section and the rest of the Agreement, the specific term or terms of this Section shall prevail.

Letter 14.2 - Area Assignment/Transfer

Assignments shall be to specific areas, e.g. Body Shop. Such assignments shall be made by Management. Seniority in the Skilled Trades Department shall be by non-interchangeable occupations or trades within a department or group of departments. Seniority lists shall be by basic trade or classification.

Assignments shall be permanent except as indicated in the Brampton Local Agreement letter pertaining to Skilled Trades Transfer opportunities.

Shift rotation shall be by assignment area only among the qualified employees in that area.

Letter 14.3 - Supplemental Trades

- (a) During any period when journeymen/journeywomen are unavailable, it is agreed that non-journeymen/ non-journeywomen employees whose duties shall be to assist journeymen/journeywomen may be hired or reclassified on a temporary basis to supplement the work force in a Skilled Trades classification, and shall be known as supplemental employees for present employees and new supplemental employees for new hires.

The opportunity to work as a Supplemental employee shall be offered (1) to any laid off Skilled Trades employee; (2) to seniority employees; (3) to any laid off

BRAMPTON – SKILLED TRADES

employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

When a journeyman/journeywoman becomes available said employee will be considered for hire in a skilled classification to which a supplemental employee has been assigned and if hired such journeyman/journeywoman will replace the supplemental employee who shall then be laid off or returned to said employee's original department. A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate Plant-wide seniority and may exercise such Plant-wide seniority to return to said supplemental employee's former job, or to apply for vacancies in the Plant as provided elsewhere in the Agreement.

Supplemental employees other than journeymen/journeywomen shall receive 5¢ per hour below the minimum journeyman's/journeywoman's rate of the classification or trade.

A Journeyman/Journeywoman Skilled Trades employee who is used to supplement into another trade shall be paid on the basis of the journeyman's/journeywoman's own rate of pay or the maximum rate of pay of the trade to which said journeyman/journeywoman has been assigned, whichever is the lower.

- (b) Notwithstanding Subsection (a) above, Letter 14.3(a) Skilled Trades Employees, during the model change period any employee of production or non-production possessing the qualifications as outlined in Letter 14.3(a) Skilled Trades Employees used to supplement the Skilled Trades work force shall be paid the rate of a journeyman/journeywoman in that trade in accordance with the Skilled Trades Provisions, starting at the minimum rate. Such employees shall not accumulate

BRAMPTON – SKILLED TRADES

seniority within the Skilled Trades classification but shall accumulate Plant-wide seniority in accordance with the provisions of Letter 14.3(a).

- (c) During any period, a Supplementary Employee will work for a tradesperson. This requirement applies to Tooling, Millwright and Electrical.

Letter 14.4 - Supplemental Overtime

Any overtime assignment scheduled to be in excess of 4 consecutive hours shall first be offered for purpose of supplementation, to Skilled Trades employees in other trades qualified to perform the work before being offered to employees outside the Skilled Trades. The provision of this paragraph shall not require that the Company call in Skilled Trades employees from other shifts or from layoff.

Notwithstanding the above provision, it is agreed should a supplemental employee be working on a job which requires overtime in excess of 4 hours in a workday the supplemental employee shall continue until the overtime on that job is completed or until such time as another Skilled Trades employee who can do the work is available. The provisions of Exhibit A and B attached hereto shall be applicable to this procedure.

EXHIBIT "A"

Election For Temporary Work in My Trade Under Exhibit "A"

I _____ Clock No. _____
(name)

have been notified that I am being laid off for more than one week from my trade _____ and having had explained to me my rights for consideration for temporary work, do hereby notify the Company
(a) That I do not wish to be contacted for such temporary work.

Signed _____ Witness _____

BRAMPTON – SKILLED TRADES

Date _____

Original	Docket
1st Copy	Employee
2nd Copy	Supervisor
3rd Copy	Union

It is agreed between the parties that in the application of Skilled Trades Letter 14.3 that the following procedure shall apply:

- (a) The Requirement for contacting a laid off Skilled Tradesman/Tradeswoman shall apply where more than 4 consecutive hours of work is required into that Skilled Tradesman's/Tradeswoman's trade and the alternative would be supplementation.
- (b) At the time that the Skilled Tradesman/Tradeswoman is laid off for more than one week said employee shall be required to indicate said employee's wishes as per the attached document which will be provided to the employee by the Company at the time of layoff.
- (c) Should the laid off Skilled Tradesman/Tradeswoman indicate no desire to be contacted, there will be no requirement on the company to make such contact.
- (d) If the Laid Off Skilled Tradesman/Tradeswoman has indicated a desire to be contacted, the Supervisor concerned, together with the Committeeperson shall, when necessary attempt to contact by telephone the laid off Skilled Tradesman/Tradeswomen. The laid off Skilled Tradesman/Tradeswoman will report for the temporary work as required. In the event that the Skilled Tradesman/Tradeswoman does not so report, the election to be contacted shall be cancelled and no change in that status can be made by the laid off Skilled Tradesman/Tradeswoman for a period of 2 months from that date on which the work was offered. It is agreed, that in the event the Committeeperson and the Maintenance Manager

BRAMPTON – SKILLED TRADES

agree that there were mitigating circumstances justifying the Tradesman's/Tradeswoman's failure to report for work, they may by mutual agreement reduce this above period.

- (e) Subject to item (d) above the laid off Skilled Tradesman/Tradeswoman may change status by completing a new copy of the attached document but the change shall not become effective until the first of the next succeeding week following the date that the change was made.
- (f) In the event that the laid off Skilled Tradesman/Tradeswoman is working in Production this work assignment in Production shall take precedence over the above procedure.

EXHIBIT "B"

It is agreed between the parties that in the application of Skilled Trades Letter 14.3, that the following procedure will apply.

- (a) The Requirement for contacting a laid off Skilled Tradesman/Tradeswoman shall apply where more than 3 consecutive days of work is required into that approved trade and the alternative would be supplementation.
- (b) At the time that the Skilled Tradesman/Tradeswoman is laid off for more than one week said Tradesman/Tradeswoman shall be required to indicate said Tradesman/Tradeswoman's wishes as per the attached document which will be provided to the Tradesman/Tradeswoman's by the Company at the time of layoff.
- (c) Should the laid off Skilled Tradesman/Tradeswoman indicate no desire to be contacted, there will be no requirement on the company to make such contact.
- (d) If the Laid Off Skilled Tradesman/Tradeswoman has indicated a desire to be contacted, the Supervisor concerned, together with the Committeeperson shall, when necessary attempt to contact by

BRAMPTON – SKILLED TRADES

telephone the laid off Skilled Tradesman/Tradeswomen. The laid off Skilled Tradesman/Tradeswoman will report for the temporary work as required. In the event that the Skilled Tradesman/Tradeswoman does not so report, the election to be contacted shall be cancelled and no change in that status can be made by that Tradesman/Tradeswoman for a period of 2 months from that date on which the work was offered.

It is agreed, that in the event the Committee person and the Maintenance Manager agree that there were mitigating circumstances justifying the failure to report for work, they may by mutual agreement reduce this above period.

- (e) Subject to item (d) above the laid off Skilled Tradesman/Tradeswoman may change status by completing a new copy of the attached document but the change shall not become effective until the first of the next succeeding week following the date that the change was made.
- (f) In the event that the laid off Skilled Tradesman/Tradeswoman is working in Production the work assignment in Production shall take precedence over the above procedure.

Election For Temporary Work in A Trade Other Than My Trade Under Exhibit "B?

I _____ Clock No. _____
(name)

have been notified that I am being laid off from my trade for more than one week on

_____ (date)

and having had explained to me my rights for consideration for temporary work, do hereby notify the Company

BRAMPTON – SKILLED TRADES

(a) That I do not wish to be contacted for such temporary work.

Signed _____ Witness _____

Date _____

(b) That I wish to be considered for such temporary work and I understand that when contacted I must report for such work, otherwise this election shall be cancelled and my status will be as in (a) above and not subject to change for a period of 2 months from the date I was offered that work.

Trades for which I
wish to be considered

Qualifications Approved

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

Signed _____

Witness _____

Date _____

Original
1st Copy
2nd Copy
3rd Copy

Docket
Employee
Foreman
Union

Letter 14.5 - Reduction In Skilled Trades Workforce

In the event of an increase or decrease in force in any Skilled Trades classification the following procedure shall apply:

BRAMPTON – SKILLED TRADES

- (a) First new hire supplemental, second plant supplemental and, third probationary journeyman/journey-woman will be laid off from their Skilled Trades classification.
- (b) If any further employees are to be reduced from any skilled classification, such employees will be laid off or transferred in order of their seniority from such Skilled Trades classification.
- (c) Employees affected by a layoff or cut-back in manpower as per (a) or (b) above shall be offered preferential consideration for employment over new hires to fill an open requisition at the Company employment office providing they have made application for such consideration at the Employment Office.

Letter 14.6 - Classification Transfer

Should a Skilled Trades employee possessing journeyman's/journeywoman's qualifications in another trade, as listed under the Skilled Trades appendices, request a transfer and be transferred from the journeyman's/journeywoman's present classification into another Skilled Trades classification, said journeyman/journeywoman shall retain seniority in the former classification for 90 days, after which the journeyman/journeywoman will forfeit seniority rights in the former Skilled Trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.

Letter 14.7 - Medical Placement

Any employee who by reason of physical disability or limitation resulting from advanced age are unable to perform their regular classification of work, shall be given any available work which they may be qualified for and physically able to perform in accordance with the following procedure:

- (a) Fill an open job within the employee's own or another trade which would normally be filled by a new hire.

BRAMPTON – SKILLED TRADES

- (b) Failing subsection (a) above displace a probationary employee in the employee's own or another trade.
- (c) Failing subsection (b) above displace the most junior employee with less seniority in the employee's own or another trade.
- (d) In the event that the Skilled Trades employee, other than a compensation case, has failed to obtain a job under subsections (a) to (c) inclusive above, the employee shall have the option of going directly to the procedure under subsection (f) without having to follow the procedures of subsection (e). If the subsection (f) has been invoked for a period of 3 months, and the employee has still not recovered sufficiently to obtain a job under subsections (a) to (c) inclusive, the employee shall then be considered for job placement under subsection (f). It is further understood that if the employee does not displace into subsection (f) in the initial instance, the employee must remain out on a medical leave of absence until the employee is either sufficiently recovered to obtain a job under subsections (a) to (c) inclusive, or the 3 month period has elapsed, whichever occurs first. However, an employee will follow the procedure in subsections (a) to (f) when it is clear on medical grounds at the outset that the employee would not find successful job placement under subsections (a) to (c) only.
- (e) Failing subsection (c) the employee shall follow the same sequence of displacement in the employee's own Plant among production and nonproduction employees.
- (f) If this procedure has been exhausted and suitable work is not available for the employee then the employee shall remain on medical leave of absence until such time as suitable work is available or until the employee ceases to be an employee under provisions of Letter 5.5(i) of the Agreement. In all cases the employee will take total Plant-wide seniority into the new job.

BRAMPTON – SKILLED TRADES

When the employee is physically able to return to the employee's previous Skilled Trades position, the employee shall return with total accumulated seniority. It is agreed that the maximum period for which this paragraph shall apply will be one calendar year from the date of initial layoff or such other extended period as may be mutually agreed upon.

It is further agreed, Letter 14.4 notwithstanding that a production or nonproduction employee shall have the right to displace, under the provisions of Letter 16.1 a Skilled Trades employee with lesser seniority.

It is understood and agreed that the employee must have the necessary qualifications and physical ability to perform the job.

Letter 14.8 - Supervision

The Company agrees that instructions will normally be given by the immediate Supervisor. In the absence of such supervision, it is agreed that any other Supervisor may issue instructions.

Letter 14.9 - Demarcation

- (a) Work performed by the Company's Skilled Trades shall be done by employees who are covered by the classifications and rates as contained in the Skilled Trades Provisions of this Agreement. It is understood that incidental overlapping of work between the identified Skilled Trades is necessary flexibility allowed for efficient operation. Any emergency situation during production hours may be handled by any tradesperson.
- (b) The Union recognizes and agrees that the servicing of the equipment will require that the traditional assignments be broadened to accommodate for new technology and agrees that traditional overlapping of work between Trades to accommodate the servicing of equipment shall not be considered a violation of the Collective Agreement.

BRAMPTON – SKILLED TRADES

Letter 14.10 - Training

The Company and the new Technology Committee will determine and make available the necessary training to properly service Plant equipment and facilities maintained by Skilled Trades employees. Any remuneration paid will be on a straight time basis including current COLA and will not count as hours worked under any other section of this Agreement. Payment for time spent at training where the employee would otherwise have been scheduled to work an overtime shift will be paid at the appropriate overtime premium.

Letter 14.12 - Worked Lunch Period

Where a Skilled Tradesperson is required to work during the employee's lunch period such time worked will be added to the hours worked on that shift.

Letter 14.13 - Overtime During Layoff - Skilled Trades

The Company agrees to meet, at the request of the Union, to discuss the possible recall of laid off employees where a protracted overtime schedule, Monday to Friday, is introduced for a significantly large group of a specific trade or trades.

In such discussion due consideration will be given to notice requirements under the Employment Standards Act of Ontario.

Letter 14.14 - Medical Replacement — Temporary Restrictions

When notified by the Company Medical Director of any temporary medical disability of up to 6 weeks duration, it is the intent of the Company to place in a responsible and cooperative manner Skilled Trades' employees who by reason of such disability are unable to perform their regular classification of work.

It is agreed by the parties that such placement will not interrupt regularly scheduled Shift Rotation and no special job will be created.

BRAMPTON – SKILLED TRADES

Letter 14.15 - Placement of New Hires in Shift Rotation

As a result of a discussion between the Company and the Union on September 22, 1986 the following procedure was agreed to with respect to the placement of New Hires and transferred employees from Production in shift rotation cycle within Skilled Trades:

"A New Hire or transferred employee from Production will be placed on the shift rotation cycle commencing the first shift change after completion of two full weeks of employment on the job following date of hire or transfer from production into Trades."

Letter 14.16 - Plant Expansion — New Classifications

In the event of Plant expansion requiring new Skilled Trades Classifications, the Company agrees to meet with the Skilled Trades National Representative and the Skilled Trades Committee to discuss the new classification required.

Letter 14.17 - Procedure for Shift Change

All appropriate trades will be designated in the following categories:

- (1) Breakdown Crew
- (2) Preventive Maintenance
- (3) Maintenance

Journeymen/Journeywomen will be assigned to each of the 3 shifts as required.

The Company will schedule the midnight shift from 11:00 p.m. to 7:30 a.m. Should the production operation revert to a two shift operation, the Company agrees to the overlapping of three shifts.

Letter 14.18 - Assignment of Vacations - Skilled Trades

This letter will confirm the understanding reached during current negotiations with respect to the assignment of vacations within Skilled Trades.

BRAMPTON – SKILLED TRADES

The Company agrees it will, on March 15th each year, request each Journeyman/Journeywoman in each Department Area to submit in writing the employee's desired vacation period. Employees shall by March 31st submit their request for their vacation periods. The Company will review these requests and within 2 weeks from March 31st post the approved vacation period for each employee.

Where there is conflict between two or more employees in the period requested, the conflict shall be resolved on the basis of relative seniority in the trade in which each employee is working.

Letter 14.19 - Lines of Demarcation

This letter will confirm the understanding reached during negotiations with respect to any question involving lines of demarcation between various Skilled Trades not resolved initially between an employee's Skilled Trades Committeeperson and the employee's Supervisor.

In the event of any such dispute either Party through its authorized representatives may request a meeting and such meeting will be convened as soon as possible.

The Company will be represented by the Department Head and Maintenance Manager and the Union by the First Shift Skilled Trades Committeeperson and the Committeeperson's on Shift alternate.

In endeavouring to resolve the dispute, the Parties agree that where it is appropriate due consideration will be given to the historical aspects of work assignments in our Maintenance Department.

This in no way interferes with the rights of the Company set out in Letter 14.9, Skilled Trades.

Letter 14.20 - Use of Lift Trucks

The Company agrees with the Union that the use of mobile equipment such as lift truck forms an integral part of the skills

BRAMPTON – SKILLED TRADES

required of Journeymen/Journeywomen skilled trades in performing their normal work.

The Company, however, reserves the right to deny this privilege to a Journeyman/Journeywoman where, for health or other reasons, it is determined that the continued use of such equipment by a Journeyman/Journeywoman poses a danger to the tradesperson or to fellow workers.

Letter 14.21 - Summer Students — Painting

The Union agrees that students employed to do rough painting will continue to be paid as Paint Operators.

Letter 14.22 - Skilled Trades — Shift and Job Rotation

Should there be an increase or decrease in shift or manpower requirements in any trade, the Company shall make and post the new shift schedule before the actual change takes place. Prior to posting of such schedule the Company shall have discussion with the Skilled Trades Committeeperson.

Each affected employee in a trade shall have equal shift and job rotation during each complete shift cycle, within their respective areas.

Letter 14.23 - Coveralls

The Company will review the method of issuing of coveralls and endeavour to ensure that the distinctive coveralls will be issued to Skilled Tradespersons and that they are being properly maintained.

Letter 14.24 - Temporary Layoff – Skilled Trades

When there is a temporary layoff that is a reduction in force for a definite period of time which is not a layoff for model change, employees will be laid off as follows:

- (a) Probationary employees will be laid off.
- (b) Employees with less than one year seniority within their classification will be laid off according to seniority.
- (c) Inverse Seniority

BRAMPTON – SKILLED TRADES

- (1) Should the displacement from an area of any Skilled Trades employee impact the operational efficiency within any area, the Company and Union agree to resolve the issue to mutual satisfaction.
- (2) Employees wishing to elect inverse seniority layoff in the classification will make application in writing to their union representative. They will be advised of the expected duration of the layoff and their expected return to work date. Layoff will be by inverse seniority from among those trades affected with the most senior tradesperson being laid off first.
- (3) In the event that a temporary layoff is extended to a later but definite return to work date, the Company will contact any employee who elected layoff and establish their desire to remain on layoff or return to work.
- (4) An employee who elects to return on the original scheduled date will displace the junior employee within their classification.
- (5) If it becomes necessary to recall employees laid off in Subsection (2) above prior to the date originally shown they will be recalled in the ascending order of their seniority within their classification with the most junior such employee being recalled first.
- (6) If, after employees are temporarily laid off under Subsection (2) above, it is determined in an area or group of areas that the temporary layoff will be extended for an indefinite period of time, the work force in the area or group of areas including those employees on temporary layoff will be adjusted within ten (10) working days.

BRAMPTON – SKILLED TRADES

Letter 14.25 - Vendor - New Equipment

During the current negotiations both parties discussed the issue of Skilled Trades employees training with vendors, as it pertains to new equipment. Both parties agreed where it is in the best interest of both the Company and employee, the Company will endeavour, where it does not impede normal operations of the plant, to allow appropriate Skilled Trades personnel the opportunity to observe installation of the equipment for training purposes only.

Letter 14.26 - Carpenter/Painter/Glazier Classification

The Carpenter/Painter/Glazier Classification will be added as a permanent classification at the Brampton Plant.

HEALTH AND SAFETY

Letter 15.2 - Motor Mechanics — Lift Truck Repairs

To maintain lift trucks in a safe operating condition a new system has been introduced which includes the following details:

- (a) A check-in card which includes a list of operational and safety items will be completed by the driver at the start of the shift, and turned in to the driver's Supervisor. If changes in the safety operation of the truck occur during the shift the truck will be taken to the Lift Truck Service Area and referred to the Motor Mechanic and the appropriate Supervisor with the operator providing details to them of the alleged defect.
- (b) If the check list shows unsafe conditions such as listed in (c) below, they will be noted and the Supervisor so advised. The Supervisor will have the mechanic verify the defects and tag the truck as not operational until appropriate repairs or adjustments are made. The Motor Mechanic and the Supervisor concerned will both sign the non-operational tag. Management personnel will not direct the operation of vehicles which have been tagged as not operational where a major safety defect exists.
- (c) Defects such as bad brakes, bad steering, faulty hoisting mechanism, missing or faulty pins, non-operational horns, faulty lights, etc., will be considered as reasons for tagging the truck as non-operational.
- (d) The above procedure does not substitute for the already established Preventive Maintenance Program.

BRAMPTON – TRAINING

Letter 16.1 - Training Program/Procedure

- (a) The parties recognize the importance of training to the success of the Plant and understand that there is a continuing necessity for training employees in order to improve their performance and the quality of the product.
- (b) The Company shall determine what training is required and where and by whom it shall be conducted. The Company agrees to keep the Union informed as to its training needs and plans.
- (c) The Company shall have the right to move employees for training purposes and to establish job rotation among employees for training purposes.
- (d) Where an absence for training is required, the Company at its discretion, may assign any employee (or recall or new hire) as the trainee's replacement. The Company will keep the Union informed of such assignments.
- (e) Where it is possible to conduct training programs during periods of layoff, it is agreed that employees who are recalled from layoff for training purposes will not be subject to bumping by other employees. The Union will be informed of such requirements. Employees so retained will not take over the regular duties of a laid off employee.
- (f) Where it is necessary to send seniority employees away from the Plant location for specified training, the trainee will be paid the employee's regular hourly rate plus C.O.L.A. up to a maximum of forty (40) hours per week at straight time pay. Where training is conducted on a weekend employees will be paid for such hours at their regular straight time hourly rate plus C.O.L.A. up to a maximum of eight (8) hours per day. Payment for time spent at training where the employee would otherwise have been scheduled to work an overtime shift will be paid at the appropriate overtime premium. The Company will also make reasonable provisions for expenses incurred in transportation, accommodation and meals.

BRAMPTON – TRAINING

- (g) Where training is required in order to perform assigned work, the employee selected must be willing to undergo such training and must successfully complete the required training before being assigned to do that job.

Letter 16.2 - Substance Abuse Counseling - Tuition Refund

During our recent negotiations, the Union inquired about the application of the Company's Tuition Refund Program to substance abuse counseling.

This is to advise you that subject to the provisions of the Tuition Refund Program, the Company will approve for tuition refund substance abuse counseling courses that are part of their regular curriculum of an accredited educational institution designed to provide certification in such counseling.

Letter 16.3 - Tuition Refund Program

During discussions for the establishment of the current Collective Agreement, it was agreed after completion of these negotiations, that representatives from the Company and the Union would research the availability of training programs which would qualify under the Company's Tuition Refund Program. Details with respect to the courses will be published for the information of the Hourly Employees and this information will be kept as current as possible.

When no suitable course is found to be available for a particular occupation, the Company and Union will discuss the practicability of setting up an in-plant program. Where such a course is established, employees who participate will do so outside of their normal working hours, without pay.

Letter 16.4 - New Technology

There shall be established a New Technology Committee for Production comprised of two hourly and two management representatives.

BRAMPTON – TRAINING

The Company shall convene monthly meetings (or at such other frequency as may be mutually agreed). The Company will ensure that the New Technology Committee be afforded maximum possible notice of new technology coming into the plant. The Company will involve the Committee at the earliest possible stage of any plant modifications or training that may have any impact on hourly employees and where it may affect the job responsibilities of bargaining unit employees. Both parties recognize that production employees should be afforded the opportunity to receive training relative to new parts or processes being introduced to the work place.

This training will be made available through short range specialized programs deemed necessary to implement this new technology where it is agreed that such work falls within the scope of the bargaining unit.

The method of providing this training will be discussed with the Committee and due consideration will be given to seniority when selecting employees to be trained.

To this end, to ensure the training is both appropriate and timely, the Company agrees to meet and utilize the New Technology Committee. Further the committee will assist in the co-ordination, scheduling, implementation and evaluation of agreed upon training.

The parties also agree training related activities will be restricted to regular hours of work unless approved by supervision. When overtime is worked it will be in the employee's respective classification or on plant concerns relative to continuous quality improvement issues.

GENERAL

Letter 18.1 - Work By Salaried Employees

Salaried employees, Department Heads, Supervisors or their Assistants shall not perform any productive or nonproductive work. This does not prevent the necessary functions of instructions or for the purpose of studying methods and equipment.

(a) Instruction

The necessary functions of Instruction allow the Supervisor to demonstrate an operation to an employee by performing all or part of the operation while the employee observes. Definition of an employee (hourly) is one who will actually perform the job and is not being used by the Supervisor solely for the purpose of observing.

(b) Emergency

It is also understood that, although there may be occasions when Supervisors might find it necessary to take some immediate physical action in emergency situations which would cause a Plant shutdown, or to prevent injury to an individual(s) or damage to the facilities or product, they will not do so in the place of a Maintenance Skilled Trades or other hourly worker who is immediately available and otherwise capable of dealing with it.

(c) Other

Part of the responsibilities of the Supervisor is to spot check the quality of the product and the work of the employees. It is thoroughly understood that Supervisors will not, at any time, replace an hourly employee in carrying out these responsibilities.

Should there be a serious continuing problem with respect to an alleged violation of this Letter it is agreed that the Committeeperson involved may request an emergency meeting with the appropriate Senior Manager to endeavour to solve the problem before the grievance procedure is invoked.

BRAMPTON – GENERAL

Letter 18.2 - Instruction By Supervisors

Employees shall promptly execute the instruction of supervision. They shall first be responsible to their department supervision, or such other supervision that may be designated by the Company in writing from time to time for work assignments.

In any obvious emergency, instructions may be given by an employee. In matters of conduct while on the Company's premises, employees are responsible to all members of supervision or other authorized person.

Letter 18.3 - Employee Updates

During the 1993 negotiations the Company agreed to provide for the Union, upon request, the following information:

- return to work dates for employees on WSIB and S&A
- absences of 5 days or greater

Letter 18.4 - Notification of Company Appeal — WSIB

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

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

Letter 18.5 - WSIB and A&S Waiver Option

The Company agrees when notification has been received that an employee has filed a claim for WSIB benefits it will request the Supervisor-Benefits Plans to notify the employee in writing of the "waiver option" available to the employee under our Accident and Sickness Program.

Letter 18.6 - Distribution of Non-Political Literature

The Company will continue its practice of allowing Union distribution of non-political literature at the Main Gates and

BRAMPTON – GENERAL

will allow such distribution inside the Main Plant doors during inclement weather.

Letter 18.7 - Quality Audits

The Company assures the Union that quality audits performed by salaried personnel on “O.K.” to ship vehicles are not intended to erode work from the bargaining unit.

Letter 18.8 - Winter Clothing

During the negotiations the Company agreed to have available in the Plant a number of winter parkas for use by those employees who, due to unforeseen circumstances, are unexpectedly required to work outside during the winter months. It is clearly understood by the Union that these parkas are not being provided for use by those employees who are regularly required to work outside as part of their normal work assignments.

The Company agrees to meet with the Union after negotiations to resolve the problem of availability of winter and protective clothing.

Letter 18.9 - Supplemental Agreement Temporary Part-Time Employees

The parties agree that the Company may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in its Brampton Plant.

Therefore it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work on Mondays and Fridays, in addition to premium days, subject to the following.
 - A. On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours

BRAMPTON – GENERAL

- scheduled for the department in which they are assigned.
- 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 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 current Labour Agreement provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the plant 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 the applicable provisions of Section (9.6) of the current Production and Maintenance Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the HSMDDVH coverage, but not Supplemental Unemployment Benefits (S.U.B.), to which the employee would have been entitled if the employee had

BRAMPTON – GENERAL

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.

- II. Skilled Trades and Non-Skilled temporary part-time employees hired before May 19, 2008 shall be paid in accordance with the provisions outlined in Section 9.6 – Wage Progression.

Skilled Trades and Non-Skilled temporary part-time employees hired on or after May 19, 2008 shall be paid at a rate equal to seventy percent (70%) of the full base rate of the classification of the job to which they are assigned

An employee hired as a Supplemental Skilled Trades employee shall be paid seventy percent (70%) of the full base rate of the classification of the job to which they are assigned.

Skilled Trades and Non-Skilled temporary part-time employees hired on or after September 24, 2012 shall be paid at a rate equal to seventy percent (60%) of the full base rate of \$34.03.

- III. A temporary part-time employee shall not accumulate time toward the fulfillment of the probationary period set forth in the Labour Agreement while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular full-time employee the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
- IV. The Company may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest

BRAMPTON – GENERAL

in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, colour, national origin, age, handicap, sex or religion.

- V. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.
- VI. A temporary part-time employee shall be subject to the provisions of Sections (1.8) through (1.11) of the current Production and Maintenance Agreement, and Letters 5.5 and 18.2 of this Agreement and 3.1 of the B.A.P. Local Plant Memorandum of Understanding. The initiation fee and monthly dues regularly required of temporary part-time employees shall be as determined by the National Union, C.A.W. Notice of the amounts of such fee and dues shall be given to the Company in writing by the National Union, C.A.W.
- VII. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will the temporary part-time employee's performance be considered either in establishing a production standard or in a dispute over the production standard.
- VIII. A temporary part-time employee shall not be covered by the S.U.B. Plan (Exhibit A), Pension Agreement or the Insurance Program or any other benefit unless otherwise provided in this Supplemental Agreement. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of this Labour Agreement.

Letter 8.6	—	Working Shift Defined
Letter 8.7	—	Shift Premium
Letter 8.8	—	OvertimePyramiding Prohibited

BRAMPTON – GENERAL

Letter 8.12	—	Payment Day of Injury
Section (8.1)	—	Call In Pay (P&M)
Letter 11.1 (c)	—	Reporting Absence
Letter 8.5	—	Seven Day Operation

- IX. A temporary part-time employee shall be paid time and one-half for the 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 Saturday and Sunday in accordance with the provisions of Letters 8.5 and 8.4 of the Labour Agreement.
- X. 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 Production and Maintenance Agreement when such holidays occur on a regular workday of the employee's work week, 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 work week, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- XI. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Company will pay 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.

BRAMPTON – GENERAL

Temporary part-time employees will also be provided H-S-M-D coverage but not Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood there will be no duplication of benefits because of coverage provided under the Insurance Program. The Company will pay the monthly premium for the following month's applicable coverage for each employee while the employee is at work. An employee is considered "at work" in any month if the employee receives pay for any time during such month. 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.

- XII. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Labour Agreement.

National Automobile Aerospace
Transportation and General Workers
Union of Canada (CAW-Canada)

(c05, c08, **c09 Addendum**, c12)

Letter 18.10 - Temporary Part-Time Employee

The Union expressed its concern that when the Company implements a T.P.T. program at its Brampton plant, such employees will be utilized consistent with the purpose and intent of the program.

The Company assures the Union that its use of T.P.T.'s will be in accordance with the provisions contained in the Supplemental Agreement Temporary Part-Time Employees.

The Company agreed that T.P.T. logs would be made available to the appropriate committee person on Thursday for weekend scheduling (Friday, Saturday and Monday). The log will contain the names of employees granted a T.P.T., the

BRAMPTON – GENERAL

name of the T.P.T. working, and the T.P.T.'s designated for training. Should any adjustments be made after the log is finalized, the committeeperson will be notified.

T.P.T. employees will not displace a regular employee who is the normal performer of the operations, without the consent of the regular full-time employee. Likewise, T.P.T. employees will not displace full-time employees during overtime or premium time periods.

T.P.T. employees will not be used to replace regular employees who have been disciplined and are serving such penalty.

The training of part-time employees to perform a variety of jobs is essential to maximizing their utilization. The Company is obligated to train employees on different operations. (Semi-skilled operations have been excluded due to the lengthy training required.)

Plant Management will endeavour to evenly distribute available hours to plant temporary part-time employees, provided they have been trained and are able to satisfactorily perform the work. The Plant Chairperson may review records with respect to the distribution of hours with the Human Resources Manager.

The Company and the Union will mutually agree thirty (30) days prior to implementing a T.P.T. program at the Brampton plant. Implementation of the T.P.T. program will not require ratification. Additionally, the National Union may cancel a T.P.T. Agreement, because of proven abuses, by giving the Company thirty (30) days advance notice.

Letter 18.11 - Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S.

Whereas the parties have had ongoing discussions regarding the method and amount of relief and the terms of an Alternative Working Schedule Agreement and whereas both

BRAMPTON – GENERAL

parties recognize and support the critical need for mutual co-operation to promote operational efficiency for increased production and favourable positioning of the Brampton Assembly Plant for consideration for future product sourcing, now therefore, the parties hereby agree as follows:

(a) Relief Provision

(1) Method

The method for providing relief is at the discretion of Chrysler Canada Inc. (the Company).

(2) Amount

(i) With the implementation of Tag Relief on July 29/96 employees who work on moving assembly lines will have relief periods not exceeding in the aggregate fifty (50) minutes. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift.

(ii) Employees not covered in (2)(i) above will have relief periods not exceeding in the aggregate 36 minutes. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift.

(iii) The parties agree all relief practices not addressed in items (i) and (ii) are permanently discontinued. This provision does not apply to emergency relief situations.

(iv) Should the Company, at its discretion, return to a system of mass relief from a tag relief system, the amounts of relief as outlined in (i) and (ii) above shall be maintained.

(3) Tag Relief Operators

The parties agree tag relief will be provided by employees classified as 2436 Relief and Miscellaneous - Conveyor Line Operations as outlined in the attached Hourly Job Description, at a base rate of \$0.10 over the highest class relieved, excluding classification 0345 - Production Specialist with the exception of the Stamping Operation.

(4) Skilled Trades

BRAMPTON – GENERAL

In recognition of production considerations associated with an Alternative Work Schedule, Brampton Special Provisions Letter 14.17 Procedure for Shift Change is deleted. The parties agree to discuss operational concerns with reference to this letter prior to implementation of Tag relief.

(5) Production Lunch

The tag relief, lunch period for production employees will be scheduled after four (4) hours based on the operating requirements of a tag relief system. If the Company returns to a mass relief system plant management agrees to discuss and review the concerns of the Union over the scheduling of lunch.

(b) Alternative Work Schedule

During discussions leading to a tag relief agreement, the parties reviewed the Alternative Work Schedule concept as it applies to the Brampton Assembly Plant.

The parties agree the Company may implement an AWS at its discretion without loss of volume. Said implementation will be governed by the provisions outlined below:

- (1) Implementation – The Alternative Work Schedule would enable the Company to implement a three crew, three shift operating pattern with the option to schedule Saturday production for one or more of the three shifts as required consistent with its right to schedule up to eight hours per day and forty-eight hours per week. Student hires and/or Temporary Part Time employees will not be covered by this Agreement.
- (2) Covered Operations – The Company and the Union agreed that with the exception of skilled trades and, due to operational requirements, certain other hourly employees not directly assigned to assembly

BRAMPTON – GENERAL

operations, it is expected that all hourly employees will be included in the Alternative Work Schedule.

(3) Pay Provisions

i) Regular Workdays

- a) Employees Assigned to an Alternative Work Schedule - Employees assigned to an Alternative Work Schedule of 7.5 hours on a regular workday and who work 7.5 hours will be paid their straight-time rate of 7.5 hours worked plus an additional one-half hour at their straight-time rate.
- b) Employees Covered by this Agreement not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule and who work 8 hours on a regular working day will be paid eight (8) hours pay at their straight-time rate plus an additional one-half hour at time and one-half unless otherwise covered under special scheduling provisions for skilled trades.

ii) Overtime on Regular Workdays

- a) Employees assigned to an Alternative Work Schedule - The Company reserves the right to schedule employees for an additional thirty (30) minutes each day - up to eight (8.0) hours. Employees so assigned will be paid at time and one-half for time worked in excess of 7.5 hours. In addition employees who receive 42 minutes of relief will receive an additional 3 minutes relief at the end of the regularly scheduled 7 1/2 hour shift.
- (b) Employees not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule will be paid for hours worked in excess of eight (8) according to the terms of the National P&M Agreement.

BRAMPTON – GENERAL

- iii) Premium Workdays (Saturday, Sundays and Holidays)
 - a) Employees Assigned to an Alternative Work Schedule - The Company reserves the right to schedule employees up to eight hours on Saturday. Employees assigned to an Alternative Work Schedule will be paid the appropriate premium (time and one half or double time, as applicable) for 7.5 hours worked according to the terms of the Agreement plus an additional one-half hour of pay calculated at the appropriate premium (time and one half or double time). Any time worked in excess of 7.5 hours will be paid at the appropriate premium.
 - b) Employees not Assigned to an Alternative Work Schedule - Employees not assigned to an Alternative Work Schedule who work 8 hours on a premium workday will be paid for 8 hours according to the terms of the Agreement plus an additional one-half hour of pay calculated at the appropriate premium (time and one half or double time).
- iv) Relief

Notwithstanding the terms of the Agreement, employees who, at the time AWS is implemented, receive forty-two (42) minutes or more of relief will receive forty-two (42) minutes of relief which includes an appropriate lunch period.

Employees who currently receive less than forty-two (42) minutes of relief, at the time AWS is implemented, will receive thirty (30) minutes of relief which includes an appropriate lunch period.

The Union acknowledges the Company's right to schedule mass or tag relief as it deems appropriate.

BRAMPTON – GENERAL

- v) Employees assigned to the day and afternoon shifts will continue to rotate. There will not be any shift rotation for employees assigned to the third shift.
- vi) Benefits
 - a) Benefits Payments to Employees - Payments for time not worked (e.g., holiday, vacation, PAA, bereavement and jury duty) and benefits (e.g., Pension, SUB, S&A and Life Insurance) will be paid with the understanding that employees covered by this memorandum would neither be advantaged nor disadvantaged.
 - b) Corporation Benefit Funding Requirements - Corporation funding requirements for certain benefit plans (eg., Pension, SUB (except SCF), Child Care, PEL, Social Justice) on behalf of employees covered by this memorandum will be addressed on the basis that the Company and beneficiaries of the Funds will be neither advantaged nor disadvantaged.
- (4) In staffing the third shift, the parties will determine mutually acceptable provisions that will allow employees the opportunity to work on the shift of their choice, seniority permitting, while still maintaining operational efficiency and critical skills. The parties will arrive at a method of limiting the number of workforce moves consistent with maintaining the quality of the product and operational efficiency.
- (5) In recognition of the need to maintain production volume to ensure maintaining market share, the Union recognizes the need to produce additional units to minimize the impact of transition to an Alternative Work Schedule. Accordingly the Union agrees to encourage the employees to work 9 hour shifts, Sundays and holidays as required until the implementation of AWS.

BRAMPTON – GENERAL

- (6) During the course of these discussions the Company raised the concern that when the plant implements the Alternative Work Schedule, the weekend maintenance work, especially Sunday work, becomes critical to the continuing success of the operation. The parties agree to the principle of scheduled crews of skilled trades employees to perform maintenance work on Sundays.

During negotiations the parties agreed to explore various skilled trades work schedules with a view of arriving at an agreement ideally suited to the Brampton Assembly Plant and consistent with cost effective business practices at other DaimlerChrysler Plants.

The Union and Management agree should these efforts fail to resolve an alternative arrangement that is mutually satisfactory, the skilled trades work schedule in force at the Windsor Assembly Plant will be implemented at Brampton Assembly.

The Company committed to establishing the trades work schedule no later than 6 months prior to the commencement of AWS.

- (7) Termination - if, following implementation of the Alternative Work Schedule at the Brampton Assembly Plant, the Corporation intends to return to standard operations, it will provide to the Union advance written notice of at least sixty (60) days.
- (8) Return to Standard Operations - During such periods an Alternative Work Schedule is not in effect at the Brampton Assembly Plant the provisions of Section II - Alternative Work Schedule of this memorandum shall not apply and all pay-related matters will be governed by the provisions of the basic P&M Agreement.
- (9) The Company and Union agree that a return to standard operations would not be designated as an event which would occasion permanent job loss arising from restructuring or productivity-related actions under the Job and Income Security

BRAMPTON – GENERAL

Provisions of the Production and Maintenance Agreement.

The parties recognize that all of the issues, changes and/or modifications attendant to the implementation of this unique operating pattern may not have been anticipated. The parties agreed that discussions will be held, as appropriate, to address and resolve additional matters of joint concern relative to the Alternative Work Schedule as they develop.

(c) **Government Approvals**

The parties agree to work jointly and cooperatively with respect to obtaining any governmental approvals required to facilitate the effective implementation of the intent and provisions of Sections (a) and (b) of this Memorandum of Understanding as well as jointly seek available governmental funding.

(d) **It is recognized that P&M Section 18.8, Alternate Work Schedule, supersedes this agreement.**

BRAMPTON ASSEMBLY PLANT LOCAL AGREEMENT

Table of Contents	Section	Page
Recognition	1	
Plant Memorandum of Understanding	1.1	1
Resigning of Language	1.2	2
Bulletin Boards	1.3	2
Grievance Procedure	3	
Discipline Procedure	3.1	3
Master Record Card	3.2	4
WORK STANDARDS	4	
Relief – Pasline Line	4.1	5
Modified Work Program	4.4	5
Layoff and Recall	6	
Layoffs – Material Handling	6.1	6
Layoffs – Inspection	6.2	7
Layoffs Painter Final Colour Classification	6.3	8
Transfer and Promotion	7	
Posting Procedure – Fori Oper/Car Drivers	7.1	9
Job Eliminations	7.2	9
Working Hours	8	
Overtime Work Opportunity	8.1	10
Saturday Afternoon Shift Alternatives	8.2	10

	Section	Page
Shift Change Requests	8.3	10
Wages	9	
Classification List and Rates	9.1	11
Production Specialist Classification	9.2	12
Pay Statements	9.3	14
Team Leader – Statement of Job	9.4	14
Skilled Trades	14	
Department Transfer Requests	14.1	16
Preventive Maintenance	14.2	17
Pref / Backup / Temp Job Posting Procedure	14.3	18
Skilled Trades Weekend Support	14.4	19
Demarcation Committee	14.5	20
Preferred Jobs	14.6	20
Trainers	14.7	21
CMM Work Assignments	14.8	21
Measurement Systems Toolmakers	14.9	22
Measurement Systems Electricians	14.10	23
Preventative & Predictive Maintenance	14.11	24
Compressor Operator	14.12	25
Rate Upgrade	14.12a	25
Body Shop Electrical Testing Cribs	14.13	25
C.P.R. / First Aid Training for Tool & Die Makers	14.14	25
2004 LX Launch	14.17	25
Contractor Log	14.18	26
Paint Shop Air House / Booth Balance	14.20	26
Parking Lot Lighting	14.22	27

Section Page

Computers 14.23 27

Health and Safety 15

Tilt Stands 15.1 28

Ventilation 15.2 28

Housekeeping – General 15.4 28

Health and Safety Bulletin Boards 15.5 28

Heat Plan 15.6 28

Mandatory Safety Shoes 15.7 32

Medical Coverage Midnight Shift 15.8 32

Excessive Noise Levels Overhead

Door Carriers 15.10 32

Health and Safety Union Representatives

Golf Cart 15.11 33

Washroom / Showers Cleaning Cycles 15.13 33

Health and Safety Hotline 15.14 33

Rubber Matting 15.15 33

Upgraded Ergonomic Matting 15.16 34

Training 16

Health and Safety Training 16.1 35

Job Security 17

Vendor Support / Inspection 17.1 36

Console, Mix room, Phosphate 17.2 36

	Section	Page
General	18	
Future New Product Launch	18.1	37
Production Launch Agreement	18.1a	37
Skilled Trades Launch Agreement	18.1b	41
Supplemental Agreement Stamping	18.2	44
Floaters	18.3	45
C.Q. A.W. Core Team	18.4	45
Core Group – Employee Involvement	18.5	47
PQX	18.6	48
Manpower	18.6a	48
Placement of PQX in Pre-Delivery	18.6b	48
Mech / Electrical Devices and Surveillance	18.7	48
A.W.S. Overtime	18.8	49
Purges / Retro fits / Upgrade Work	18.9	49
General – Facilities & Equipment		
Enclosed Eating Areas	18.10	50
Fountains, Microwaves and Vending Equipment	18.11	50
Ice Machines	18.12	51
Picnic Tables	18.13	51
Toll Free Number	18.15	51
Union Office Equipment	18.16	51
CAW Benefits Office	18.21	51

RECOGNITION

(1.1) Plant Memorandum of Understanding

This Plant Memorandum of Understanding dated the 24th of September, 2012 between Chrysler Canada Inc. for its Brampton Assembly Plant (hereinafter referred to as the "Corporation") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.-Canada) and its hourly Local Union No. 1285 (hereinafter collectively referred to as the "Union").

I.

Pursuant to Section (1.14) of the Production and Maintenance Agreement, meetings have been held since August 14, 2012 to discuss a number of issues, special items and other matters.

II.

The parties agree that all issues, special items and other matter which were raised and discussed in these meetings, have been resolved and disposed of as set forth in the Plant Memorandum of Understanding.

III.

The provisions of this Plant Memorandum of Understanding shall become effective simultaneously with the Production and Maintenance Agreement unless otherwise specifically provided herein.

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA
(C.A.W.-CANADA)
AND HOURLY LOCAL
UNION NO. 1285**

**CHRYSLER CANADA INC.
BRAMPTON ASSEMBLY
PLANT**

J. GIORGI
K.EVELY
N.MUCCIANTE
D.PRICE
L.FILLION
A.REA
D.TESOLIN
P. JONES

W.MARTINEZ
L.BUDAKH
B.CRAIG
G.SEMINERIO

(1.2) Resigning of Language

The parties agree that should language be resigned which is subsequently altered at the sub-committee level, the latter shall take precedent.

(1.3) Bulletin Boards

One Bulletin Board will be supplied to each main entrance for the purpose of communicating both Company and Union information.

GRIEVANCE PROCEDURE

(3.1) Discipline Procedure

When a derogatory notation is placed against the record of an employee, a written notice of such notation must be given to the employee and the original is to be initialed by the employee as a receipt only, and the employee may treat the same as a grievance and proceed accordingly.

- (a) Original copy of the notice is to be signed by the employee as a receipt in the presence of the Committeeperson or other local Union official and is to be initialed by the latter. The written notice is to be made out in triplicate.
- (b) Unless notice of such notation is given within a reasonable time, not in any event to exceed 3 working days after the occurrence, providing the employee is at work in the Plant, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee.
- (c) Refusal of an employee or Committeeperson or other local Union official to sign for receipt of a derogatory notation shall disqualify the employee from proceeding under the grievance procedure.

An employee shall also be disqualified from proceeding under the grievance procedure unless the written notification of such grievance is filed with the Company, within 3 working days from the date of receipt by the employee of the warning notice.

BRAMPTON GRIEVANCE PROCEDURE

(d) The following penalties will attend the issuance of warning notices:

First Warning Notice - Warning only.

Second Warning Notice- 2 days layoff without pay.

Third Warning Notice - Layoff not more than 5 days without pay

Fourth Warning Notice - Layoff of more than 5 Days without pay or dismissal at Company option

(3.2) Personnel File

Employees will be allowed access to their Personnel File by making advance arrangements through the Hourly Employment Representative and will do so on their own time. The employee may take such notes as may be pertinent. Should the employee allege an error has been made on the Personnel File; the Company will review such claim with the employee's Union Representative and will take whatever corrective action required.

WORK STANDARDS

(4.1) Relief-Paslin Line

The Company agrees to pay all regularly assigned employees working on the Paslin Line the equivalent of 6 minutes per day for preparation/clean-up purposes. This arrangement is temporary in nature until such time as process or facility revisions no longer require the use of Racal helmets.

The method of provision of preparation/clean-up time will be at the discretion of management.

(4.4) Modified Work Program

The Company and the Union recognize the advantage of having a Modified Work program in the Brampton Assembly Plant.

LAYOFF AND RECALL

(6.1) Layoffs – Material Handling

In the event of a permanent reduction in force affecting the following classifications, the Company will allow bumping within the classifications between areas.

Material Control Operator
Power Truck Operator
Production Specialist (Material Handling)
Tool and Crib Attendant

For the above classifications, this agreement would work as per the following example:

- i) The junior P.T.O. in Body on shift would be displaced, they then would bump the junior P.T.O. regardless of area, on shift.
- ii) The junior P.T.O. on shift then bumps the junior P.T.O. regardless of area and regardless of shift.
- iii) The employee displaced in (2) above would displace the junior employee in the other (3) classifications, regardless of shift and area.
- iv) The most junior employee displaced as a result of the above procedure will displace the most junior employee in the plant.

The Union agrees that the above change will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

(6.2) Layoffs - Inspection

In the event of a permanent reduction in force affecting the following classifications. The Company will allow bumping within the classification between areas.

- i) Inspector
- ii) Inspector Weld Tear Down
- iii) Production Specialist (Inspection)

The above agreement would work as per the following example:

- i) There is a permanent reduction of one Inspector assigned to a zone.
- ii) The junior Inspector in the zone on shift would be displaced, then they would bump the junior Inspector in the plant regardless of area on shift.
- iii) The junior Inspector on shift then bumps the junior Inspector regardless of area and regardless of shift.
- iv) The employee displaced in (3) above would displace the junior employee in the other two (2) classifications regardless of shift.
- v) The most junior employee displaced as a result of the above procedure will displace the most junior employee in the Plant.

For bumping purposes only, the Company agrees to treat the Inspection Classification (#1819) as a separate department.

The Union agrees that the above changes will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

(6.3) Layoffs – Painter Final Colour Classification

In the event of a permanent reduction in force affecting the Painter Final Colour Classification, the Company will allow bumping within the classification and the following two groups:

- i) Painter Final Colour employees who are considered "Console Operators"
- ii) Painter Final Colour employees

The above agreement would work as per the following example:

Displaced Console Operator would displace:

- i) Most junior Console Operator in zone on shift
- ii) Most junior Console Operator in the zone regardless of shift
- iii) Most junior Console Operator in the department regardless of shift
- iv) Most junior Painter Final Colour in the department on shift
- v) Most junior Painter Final Colour in the department regardless of shift

The above example outlined above would also apply to employees who perform Painter Final Colour operations.

The displaced employee from the above steps will be subject to the displacement procedure outlined in Paragraph 6.1 of the Brampton Special Provisions.

The Union agrees that the above changes will not affect current practices with respect to temporary layoffs, overtime distribution and job posting nor will this agreement be utilized as a precedent for any other classification.

TRANSFER AND PROMOTION

(7.1) Posting Procedure for Fori Operators & Car Drivers

The Company agrees to treat permanent and temporary postings for production operators who perform Fori and car driving assignments as a preferred classification posting as outlined in Brampton Special Provisions Paragraphs 7.2 & 7.5.

(7.2) Job Elimination

In the event a job is eliminated and subsequently brought back within thirty (30) working days, the original job owner shall return to the job if they have not successfully bid to another job.

WORKING HOURS

(8.1) Overtime Work Opportunity

The Company will endeavor to limit hours of individual employee work to no more than 12 hours each workday. The parties recognize that emergency situations arise wherein voluntary work requirements may continue beyond 12 hours due to the expertise required of certain employee(s). The Union may raise concerns regarding individual excess hours with the Human Resources Manager and discussions will be held with management to address the issue.

(8.2) Saturday Afternoon Shift Alternative

The Company will continue to meet regularly with the Union on the subject of working production shifts in excess of 8 hours on afternoons Monday through Thursday should the Plant revert to a 2-shift production schedule. It is however understood that consideration must be given to the ability of the plant to run consistently and for all departments to achieve their required levels of quality and production within budgeted limitations.

(8.3) Shift Change Requests

Where two employees of the same classification working in the same zone agree to change shifts, the Company will not unreasonably withhold permission for such an arrangement.

WAGES

(9.1) Classification List and Rates

The Company agrees to place the Brampton Assembly Plant Classification and Rate sheets in the Brampton Local Agreement section of the Collective Agreement.

CAW Classification & Rate Sheets Effective 09-22-08

These are Base Rates and do not include Cost-of-Living Allowance currently in effect.

Skilled Trades Classification

CLASS NO.	CLASSIFICATION TITLE	MIN. RATE	MAX. RATE
5550	TOOL & DIE MAKER	40.05	40.25
5641	MILLWRIGHT	39.91	40.11
5666	ELECTRICIAN	40.05	40.25
5733	CARPENTER	39.64	39.84
	– PAINTER		
	– GLAZIER		
5761	MOTOR MECHANIC	39.91	40.11
5922	COMPRESSOR OPERATOR/ STATIONARY ENGINEER	39.54	39.74
6255	WELDER	39.78	39.98
6285	WELDER-TOOL & DIE	39.97	39.98
5927	ENGINEER - STEAM	41.02	41.22

9.1 - Revised 09/08

CAW CLASSIFICATIONS & RATES EFFECTIVE 09/ 22/08

THESE ARE BASE RATES & DO NOT INCLUDE
COST-OF-LIVING ALLOWANCE CURRENTLY IN EFFECT

Class	Classification Title	Hired Prior To 05-19-2008			Hired On or After 05-19-2008			
		Min. Rate	After 39 Weeks	Max. Rate	Min. Rate 70%	After 52 Wks 80%	After 104 Wks 90%	Max. Rate 100%
0250	Team Member	29.12	31.58	34.03	23.82	27.22	30.63	34.03
0280	Team Member – BIW	29.18	31.64	34.10	23.87	27.28	30.69	34.10
0301	Production Operator	28.97	31.41	33.85	23.70	27.08	30.47	33.85
0311	Production Operator- Body	29.18	31.64	34.10	23.87	27.28	30.69	34.10
0345	Production Specialist	29.38	31.85	34.33	24.03	27.46	30.90	34.33
0355	Production Servicer	29.59	32.08	34.58	24.21	27.66	31.12	34.58
1819	Inspector	29.13	31.59	34.04	23.83	27.23	30.64	34.04
2051	Inspector- WeldTear Down	29.13	31.59	34.04	23.83	2,723	30.64	34.04
3452	Material Handler	28.97	31.41	33.85	23.70	27.08	30.47	33.85
3576	Tool&Crib Attendant	29.10	31.55	34.00	23.80	27.20	30.60	34.00
4310	Paint Operator	29.01	31.46	33.90	23.73	27.12	30.51	33.90
4314	Paint Sprayer	29.23	31.70	34.16	23.91	27.33	30.74	34.16
4326	Paint Control Operator	29.01	31.46	33.90	23.73	27.12	30.51	33.90
4519	Metal Finisher – Production	29.23	31.70	34.16	23.91	27.33	30.74	34.16
4630	Upgrader – Metal	29.34	31.82	34.29	24.00	27.43	30.86	34.29
4640	Upgrader - Paint, Trim & Final	29.23	31.70	34.16	23.91	27.33	30.74	34.16

**Team Leader rate of pay will be \$0.50/hour above the 0250 (Team member) classification rate of pay.

(9.2) Production Specialist Classification

The parties recognized the need to better define the Production Specialist classification responsibilities. To this extent it was agreed that Production Specialists would be

identified as Production Specialist A, B and C as outlined in their respective job descriptions.

It was agreed that the rate of pay would remain the same for all three and that future job posting would specify either Production Specialist A B or C. The Company agreed to balance the plant with respect to the numbers of A and B Production Specialists.

The parties further agreed to discuss the absentee trends and the Company will adjust the number of Production Specialist B's as required.

PRODUCTION SPECIALIST A - STATEMENT OF JOB

Performs such work as may from time to time be assigned by their Supervisor, with the exception of supervisory functions.

DUTIES

May be assigned to train new or transferred employees, replace absent employees on a last on first off basis within the department, provide emergency relief or assist employees encountering difficulties.

May investigate problem areas and assist in the determination of the required corrective action.

Generally assist Supervision.

Enters data on remote terminals and uses communication equipment as required.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

DUTIES

Replace employees off on casual absence.

In the event absenteeism is favorable in their department they may be assigned as absentee replacements in other departments if required.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

PRODUCTION SPECIALIST C - STATEMENT OF JOB

The responsibilities of the Production Specialist C are to replace employees on S.P.A., L.O.A., or regular absences, in that order. However, to ensure the continuity of vehicle quality, Production Specialists A or B may be used to cover S.P.A. or L.O.A.'s if the necessary skills are not available with the Production Specialist C. This does not in any way erode Management's ability to utilize its manpower to maintain an efficient operation.

(9.3) Pay Statements

The Company will distribute pay statements to employees no later than their regularly scheduled Thursday shift end, providing the statements are available to plant timekeeping, from the Corporate office, in advance, so that adequate time is available for sorting, documenting, etc.

The Company maintains the right to determine the method in which pay information will be delivered to employees.

(9.4) Team Leader – Statement of Job

The Team Leader is responsible for working in small teams and for reporting to the Group Leader.

Ensure the team works in a safe manner. Act as a representative for the team. Support teamwork and settle internal problems. Integrate and train new Team Members into the group. Communicate and discuss company goals

and get agreement on team goals. Track team goals and update team boards. Hold and prepare for team meetings. Immediately respond to calls and take responsibility for problems.

The above statements reflect the general duties necessary for performance of the job and are not to be construed as being all-inclusive.

SKILLED TRADES

(14.1) Department Transfer Requests

The following procedure will allow a Skilled Trades employee to fill a vacancy in their classification in another area.

- a) Trades wishing to transfer from their assigned area to another area will complete an area transfer form and give the completed form to their union representative.
- b) The Union will maintain and post in the areas, each month, a list of Trades that have requested a transfer. The list will show area requested, date of request, classification and Skilled Trade seniority date. Only those names appearing on the current monthly list at the time a transfer opportunity occurs will be eligible for transfer. Employees must accept such transfer when offered.
- c) The Company will fill a vacancy in an area from the transfer request list prior to assigning a new hire to any area. Shift rotation shall be by assignment area only among the qualified employees in that area.
- d) When a Trade vacancy occurs in an area, the Company will fill the vacancy with a tradesperson whose name appears on the transfer list. Where more than one tradesperson in the same classification has requested transfer, the tradesperson with the highest Skilled Trades seniority will be transferred.
- e) Successful transfers will not be eligible for additional transfers for a period of 18 months.
- f) In all cases the parties will discuss how to expedite the above process to a controlled fashion so the areas affected can maintain levels of quality and efficiency.

Note: Transfer applicants are responsible to notify the Union if they decide to withdraw a request for transfer.

(14.2) Preventative Maintenance

Preventative Maintenance Program will continue in order to provide acceptable standards of maintenance, considering changing conditions and input from the Plant Committee regarding proper follow-up to provide a safe work environment.

Further, the Company and the Union agree to establish a Joint Review Committee which will meet on a regular basis (monthly) for purposes of auditing completed work, prioritizing upcoming schedules of P.M. and manpower adjustments to maintain the schedule.

It is agreed that:

- a) A proper filing system will be maintained to check P.M. cycles pertaining to safety-related matters.
- b) All carriers will undergo preventative maintenance at least once per calendar year, on an incremental basis, with a progressive portion of the work performed weekly.
- c) All overhead fixtures will be examined, repaired or rebuilt on an annual basis.
- d) Established frequencies for inspection of equipment and components will be maintained. Changes will be made in accordance with the engineer's recommendation and will be a part of continuing discussion through the Joint Review Committee. The Preventative Maintenance Program for drive mechanisms located in the conveyor pits provides for inspection of same, on a frequency of

approximately once per month. At such time, necessary cleaning and repairs will be performed.

(14.3) Preferred/Backup/Temporary Job Posting Procedure

The skilled trade's job posting procedure will allow skilled trades employees the opportunity to bid for one of the following vacancies:

- (i) Plant Wide Preferred Job
- (ii) Area Backup Job
- (iii) Temporary Preferred Job

Skilled Trades working areas are defined as Stamping, Body, Paint, Assembly, and Central Maintenance.

(1) Preferred Job Description

A preferred job may be posted when the full time (forty -40 hours) work falls under one or more of the following criteria:

- (a) Preferred shifts. e.g. Day shift.
- (b) Preferred overtime. e.g. Overtime worked outside of the distribution procedure.

Backup trades persons to full time jobs will be posted in their respective areas, and under normal circumstances, utilized when the full time person is absent from the preferred job. Temporary jobs may be posted within an area for a period not to exceed three (3) months. An extension of this period may be mutually agreed to by both parties.

(2) Administration

The skilled trades Union in-plant committee will have responsibility for the administration of the posting procedure.

(3) Posting/Bidding

- (a) Vacant jobs will be posted on the area and the trade's office notice boards.
- (b) The job posting will show the trade classification(s), job description, area, shift(s), dates of posting,

- number of positions required, and will be approved by area management prior to posting.
- (c) Applicants bidding to multiple jobs must indicate preference of selection. Successful bids will only be to one (1) job and will be final.
 - (d) Jobs will be posted and bidding will be open from Wednesday at noon until the following Wednesday at noon (seven (7) calendar days).
 - (e) Bids shall be deposited in the box outside the skilled trade's union office on the job bid cards provided.
 - (f) From the applicants bid cards deposited in the box, the successful bidder(s) will be posted on the notice boards within three (3) days following the next weekly skilled trades Union/Management meeting.
 - (g) Success in the bidding process will be determined by the skilled trade plant/area seniority unless otherwise stated on the job posting.
 - (h) Any successful bidder or successful transfer under the transfer request language, will not be eligible to bid for another job opening outside their current department for a period of eighteen (18) months from the date of posting or transfer. If the job that was successfully bid is eliminated or the trade's person is displaced from the job, the eighteen (18) month bid restriction will be waived.
 - (i) Successful bidders to backup full time positions will not be eligible to bid on another backup position for a period of eighteen (18) months, but will not be restricted from bidding on a full time job.
 - (j) The original bids to a job will remain active for a period of thirty (30) days from the date the successful bidder is posted. Any vacancies arising within the thirty-(30) days to the same job posting will be filled from the same original bids.

(14.4) Skilled Trades Weekend Support

The Company and the Union recognized the importance of securing sufficient skilled trades resources in each

department to augment weekend support initiatives as well as start-up activities. With this in mind the parties agreed to meet following ratification to address the mutual concern. The parties further agreed to investigate the use of the skilled trades TPT program or the implementation of Paragraph 14.3 Brampton SP entitled "Supplemental Skilled Trades" in addition to any other opportunities in order to meet the joint initiative. Resolution of this issue will ensure Brampton Assembly Maintains its current success into the next millennium.

(14.5) Demarcation Committee

There shall be established a Skilled Trades Demarcation Committee comprising of the Skilled Trades Chairperson, Dayshift Skilled Trades Committeeperson, and one tradesperson from each of the following trades: Millwright, Electrician, Tool & Die Maker, and Welder.

The company will authorize a Demarcation Committee meeting on such occasion when trades demarcation disputes are not resolved initially between an employees Skilled Trades Committeeperson and the employees Supervisor.

A resolution report from the Demarcation Committee made on the basis of basic trade demarcation lines, historic local work practice, present work practice, and in keeping with common sense and reasonability with the understanding that incidental overlapping of work between the identified Skilled Trades is necessary flexibility allowed for efficient operation, will be forwarded by the Skilled Trades Chairperson to the demarcation conflict meeting as outlined in Special Provisions letter #14.18.

(14.6) Preferred Jobs

The Company and the Union agree that effective utilization of the skills and abilities of its Skilled Trades employees in the administration of such activities, (e.g. TMS, EAR, COS, etc.), which generate measurable and meaningful results, is the

type of employee empowerment and self-directed workforce activity within the DaimlerChrysler operating system that supports day to day operational objectives and ultimately world class quality.

The Company agrees, on an ongoing basis, to review empowerment programs and to discuss other opportunities where an opportunity for mutual benefits exists.

(14.7) Trainers

The Company recognized the benefits of having Brampton Skilled Trades Trainers provide training as required to Brampton Skilled Trade employees and agreed to continue to train employees in this manner.

Training performed by Brampton Skilled Trade Train-the-trainers will be coordinated by the Skilled Trade New Technology Committee and will be performed in addition to or in conjunction with vendor training and or Advance Technical Training.

Additionally, the Skilled Trades Trainers may be utilized to perform other duties such as launch assistance, communication, community assignments, training for other plants, etc, by mutual Union Management agreement.

(14.8) C.M.M. Work Assignments

During Negotiations the issue of Skilled Trade employees performing C.M.M. machine work that was not currently performed by Skilled Trade employees was discussed. The Company recognized the benefits of having its Skilled Trade employees empowered to perform several specific functions with regards to C.M.M. machine work and similar related duties.

It was therefore agreed that 3 preferred positions would be created through reassignment of the current workforce in order to ensure those employees assigned in these preferred positions are both effective and of benefit to the company.

The Company and the Union will determine work and shift assignments for these employees to maximize operational efficiency.

The three preferred positions agreed to are as follows and would perform work as discussed during negotiations.

- 2 Toolmakers for C.M.M. (editing programs and maintenance only)
- 1 Measurement System Electrician (maintenance of machines, etc.)

(14.9) Measurement Systems Toolmaker

- a) Measurement System Toolmaker(s) will equalize overtime with the rest of the Body shop, but will exclusively reserve rights to overtime relative to the job function.
- b) When the job is posted seniority will be considered but specific skills and knowledge relative to these unique job requirements will be highly influential. Some leeway in picking out of seniority will likely be required.
- c) Absentee replacement will be at Management's discretion based on workload for many of the job requirements. In cases of emergency repairs while this person might be absent, and specialized skills are required an outside contractor will be called in and another toolmaker will be put with them.
- d) In some cases specialized skills or tools might be required to accomplish repairs. In these cases and outside contractor will be called in. While doing the mechanical repairs a toolmaker will always be with the contractor.

- e) A specific list of typical repairs will be developed to define “in house repairs” and “outsourced repairs”.
- f) Management reserves the right to call in an outside contractor to work with this toolmaker if repairs are not made in an efficient manner.
- g) This toolmaker would be assigned to the Layout Department and their crew sheets.

(14.10) Measurement Systems Electrician

- a) Measurement Systems Electrician(s) will equalize overtime with the rest of the Body shop, but will exclusively reserve rights for overtime relative to the job function.
- b) When the job is posted seniority will be considered but specific skills and knowledge relative to these unique job requirements will be highly influential. Some leeway in picking out of seniority will likely be required.
- c) Absentee replacement will be at Management's discretion based on workload for many of the job requirements. In cases of emergency repairs while this person might be absent, and specialized skills are required an outside contractor will be called in and another electrician will be put with them.
- d) In some cases specialized skills or tools might be required to accomplish repairs. In these cases an outside contractor will be called in. While doing the electrical repairs an electrician will be put with them.
- e) A specific list of typical repairs will be developed to define “in house repairs” and “outsourced repairs”.

- f) Management reserves the right to call in an outside contractor to work with this electrician if repairs are not made in an efficient manner.
- g) This electrician would be assigned to the Layout Department and their crew sheet.

(14.11) Predictive & Preventative Maintenance

A Predictive and Preventative Maintenance Program will continue in order to provide high standards of maintenance, enhance overall equipment effectiveness, and maintain a safe working environment.

The Company and the Union agree to support the Predictive and Preventative Maintenance Program under the corporate operating system principles, and will meet as mutually agreed to with the designated Skilled Trades Operating System Representative(s) to discuss and resolve any issues arising from the program.

It is agreed that:

- (a) The program will include appropriate trades persons meeting in their area of responsibility, during or after normal working hours, with the Operating System Facilitators, Supervision, Engineering, or other personnel, to discuss plant or area issues related to safety, quality, delivery, cost and morale.
- (b) TMS personnel will continue to participate in the above program in activities such as attending the above mentioned meetings, maintain the program data bases, track issues, manage the predictive and preventative maintenance sheets, and order parts related to the program.

(14.12) Compressor Operator

Compressor operators are required to hold a valid Second Class Stationary Engineer's license, of which the cost of such will be reimbursed by the company.

a) **Rate Upgrade** - It was agreed that upon their attainment of the Second Class Stationary Engineer's license, their classification and rate would be upgraded to the Engineer-Steam classification and they would be paid the appropriate negotiated rate for the existing classification. The upgrade will be paid effective with the beginning of the first pay period after proof is provided to the Company that Second Class Stationary Engineers license has been obtained. It was further agreed, that the Engineer- Steam classification would be added to the CAW classification and rate table for the Brampton Assembly Plant. (c12)

(14.13) Body Shop Electrical Testing Cribs

The Company agreed to maintain an electrical testing crib in the Body Shop. The Company and Union will meet to discuss requirements for this crib, but Management will retain the right to locate and facilitate the Crib as required to meet operational efficiencies. (c12)

(14.14) CPR and First Aid Training for Tool and Die Makers

CPR and First Aid Training will be provided to Tool and Die Makers at the Brampton Assembly Plant as required. (c12)

(14.17) 2004 LX Launch

During the course of negotiations the Company and Union discussed the need to supplement the Skilled Trades New Technology Committee (N.T.C.) with a Toolmaker, as required, based on 2004 LX Launch activities. It was agreed that this position would be filled from within the existing manpower allocation. The Company and union agreed that

the toolmaker would assist Skilled Trades N.T.C. with activities associated with the LX launch including the replacement of full time Skilled Trades N.T.C. representatives. The Company recognizes the need for the temporary addition of a toolmaker to the Skilled Trades New Technology Committee. The addition will be for the duration of the 2004 LX Launch period.

(14.18) Contractor Log

The union expressed concerns over contractor activity in the plant. The Company and Union discussed a process for tracking contractor activity. It was agreed that the Company would meet with the Union for the purpose of establishing a contractor book to be located in each department of the plant. (c12)

(14.20) Paint Shop – Air House/Booth Balance

Air House Maintenance & Ovens and Booth Balance in the Paint Shop.

During negotiations, the Company and the Union recognized the importance that the current air house supplier CCS plays in maintaining the quality and uptime in the Paint Shop air house, oven and booth balance systems. The Company also recognizes the efforts of the Skilled Trades personnel in their quest to enhance their job knowledge of operations within Brampton Assembly Plant. With this in mind, it was jointly agreed that CCS will continue to perform work with the assigned Paint Shop Skilled Trades personnel in maintaining and adjusting air houses, ovens and booth balance.

It was further agreed that the scope of CCS's work would be limited as stated above except in circumstances where both Union and Management representatives will review the requirement for such work. (c12)

(14.22) Parking Lot Lighting

During negotiations the Company and Union discussed the issue of parking lot lighting. It was agreed by both parties the repair and maintenance of employee parking lot lights will be the responsibility of Central Maintenance Skilled Trades. It was further agreed that outside support may be utilized to supply and operate man-lift equipment if required.

(14.23) Computers

During negotiations, the Company agreed to provide within 6 months of ratification 1 (one) laptop computer with software based on the most recent Company standard for the Skilled Trades Chairperson and 1 (one) equally equipped laptop computer to be used for joint Union/Management C.O.S. activities.

Additionally, the Company agrees to upgrade the Skilled Trade office computer to the most recent Company standard.

HEALTH AND SAFETY

(15.1) Tilt Stands

The Company agrees to secure tilt stands in the plant upon request.

(15.2) Ventilation

The Company agrees to provide and maintain ventilation and/or heating to those areas indicated.

<u>LOCATION</u>	<u>HEATING / VENTILATION</u>
Weld Shop	Heating
Seat Stripper	Heating
Battery Room	Ventilation
Layout Room	Ventilation

(15.4) Housekeeping – General

During negotiations the Union raised a concern over general housekeeping in the Plant with particular reference to water fountains and washrooms.

The Company has reviewed our procedures in these areas and believes it has provided adequate procedures to deal with these matters.

(15.5) Health and Safety Bulletin Boards

The Company agrees to maintain one bulletin board for use by the Joint Health and Safety Committee at all main plant hourly employee entrances.

(15.6) Heat Plan

a) FAN PROGRAM

All areas are to audit fans for functionality by April 1st and provide a status report to JHSC.

Deficiencies are to be completed by Maintenance by May 1st. A second fan audit will be conducted by

October 1 to identify fans which need additional cleaning after heavy use during the summer period. The fans that require a second cleaning will be cleaned by November 1st.

Staff engineering will provide a float of 50 fans purposes of ensuring all inoperative fans are fixed or replaced, as well as having on hand for emergency installation needs. In the case of emergency installation, decisions will be made jointly with the involvement of the Area Manager, Committee person and JHSC.

Additional requests should be addressed to the respective division Process Reliability Manager.

b) **WATER FOUNTAINS**

All areas are to audit water fountains for functionality by April 1st and provide a status report to JHSC.

Deficiencies are to be completed by Maintenance by May 1st.

c) **AIR ROOMS/HEATERS**

Plant engineering are to coordinate an audit of air rooms and roof exhaust fans to ensure dampers, drive motors, belts, and filters etc. are at optimum operating function to accommodate process requirements and summer operating mode.

A status report will be finalized by May 15th and forwarded to the JHSC.

Deficiencies will be addressed by June 1st.

d) MEDICAL MONITORING

All supervisors will be provided training by May 15th on heat stress issues, heat plan details, and employees more susceptible to heat stress (diabetes, over weight, etc.)

e) CAFETERIA SERVICE

Cafeteria to ensure availability of supplies of pop, juice and electrolyte replacement (Gatorade).

Plant management will determine when dispensed beverages are to be provided at no charge; the Personnel Manager and/or Operations Manager are responsible for this call.

Water will be distributed throughout the plant when the Humidex reading through Environment Canada reaches 32 degrees C.

Additionally, due to the specific nature of the Paint Shop production process pertaining to the Paint ovens and a unique environment, water will be distributed in the Paint Shop when the humidex reading through environment Canada reaches 30 degrees C.

f) TEMPERATURE MONITORING

The plant will assign an individual to monitor the temperature readings of each center and communicate to Operations Management and JHSC for appropriate actions during summer weather period.

g) SHUTDOWN OF SELECTED OPERATIONS

In cases of high absenteeism in Assembly designated operations in Body and Paint may serve as a source of manpower.

h) HEAT PASSES

Operating management are to review the respective center absentee allowance for purposes of accommodating requests for time off; T.P.T.'S will also be considered for this purpose with the concurrence of the CAW plant chairperson or the chairperson's designate on the afternoon shift.

i) HEAT RELIEF

The plant will provide five (5) minutes of relief to those operations, which are tied directly to the production line when the Humidex Reading through Environment Canada reaches 36 degrees C and an additional five (5) minutes relief to those operations, which are tied directly to the production line when the Humidex Reading through Environment Canada reaches 40 degrees C.

It is understood that if there is a breakdown in the hour of the relief, the breakdown time can be used towards the relief time providing the employees are clearly notified prior to the commencement of the relief. Those indirect operations not tied directly to line operations are to remain self- regulated.

Operating management may utilize existing Production Specialists for additional relief purposes and may supplement this purpose with T.P.T. workforce with concurrence of the CAW plant chairperson or the chairperson's designate on the afternoon shift.

j) CLOTHING

The plant dress code (summer dress) will be in effect from June 1st to September 1st.

k) **HOT SPOTS**

The JHSC will monitor those areas of the plant that are likely to be warmer than the rest of the plant during excessive conditions.

l) **MEETING WITH THE UNION**

A meeting will be held with the Union prior to June 1st each year to review the heat plan for the upcoming summer.

(15.7) Mandatory Safety Shoes

The Brampton Assembly Plant agrees to continue with its policy of requiring mandatory safety shoes for its employees. The cost to the Company will be limited to the allowance outlined in the P&M provisions for the initial pair of safety shoes and, where unusual wear and tear, but not abuse, requires an additional pair, an additional authorization will be available.

(15.8) Medical Coverage – Midnight Shift

The Company assures the Union it will staff the Medical Center for the midnight shift when the nature of the work and manpower numbers so warrant such coverage.

(15.10) Excessive Noise Levels Overhead Door Carriers

During Negotiations, the Union and the Company discussed the excessive noise levels caused by the overhead door carriers. The Company has assured the Union that the noise levels will be significantly reduced with the installation of a new overhead door conveyor system, scheduled for the '98 model.

The Company agrees to meet with the Union to review any excessive noise concerns after the new door conveyor is installed.

(15.11) Union Golf Carts

The Company agrees to maintain the current 3 golf carts for the use of the Union Committee.

Furthermore, the Company agrees to provide and maintain (1) 4 seat golf cart for the exclusive use by the Health and Safety Representatives. (c12)

(15.13) Washroom/Shower Cleaning Cycles

During the course of negotiations, both parties recognized the desirability of working together to keep the plant in a clean condition.

Management agreed to weekly cleaning cycles, including the deep cleaning of subject facilities, would be maintained where required, in order to provide acceptable standards of housekeeping and cleanliness, bearing in mind past experience and changing conditions.

Plant washrooms will be serviced, cleaned and restocked as required during the course of the production shift. It is understood by the parties that this washroom cleaning cycle shall reflect the plant production schedule.

Toilets, urinals, sinks and showers will be disinfected twice per week.

Maintenance will be assigned, on a daily basis, to effect repairs to equipment in the washrooms when required and necessary materials are available.

(15.14) Health and Safety Hotline

The Company agrees to provide and maintain a portable phone for use by the Union Health & Safety Representative.

(15.15) Rubber Matting

During Negotiations, the Company agreed to provide rubber matting to work areas throughout the plant in order to

address issues related to employee's ergonomic and personal comfort concerns and that such Matting will be installed prior to the introduction of the 1998 Model.

The parties agreed that Matting would not be installed in work areas where it would create an unsafe condition.

The parties also agreed that employees afforded matting under this provision will be responsible for the upkeep of their immediate work area.

(15.16) Upgraded Ergonomic Matting

The Company agreed to provide a one-time budget of \$200,000 for the purpose of upgrading the current ergonomic matting in areas of the plant designated by the J.H.S.C. The budget will include the installation of upgraded ergonomic matting. Following ratification the J.H.S.C. shall meet to determine areas of the plant for ergonomic matting upgrades and develop a timeline for each project.

TRAINING

(16.1) Health and Safety Training

The Company agrees to meet with the Union prior to Health and Safety Training taking place to work out an equitable rotation for Health and Safety Trainers where it is practical to do so.

JOB SECURITY

(17.1) Job Security – Vendor Support – Inspection (Vendor Rework Assignment)

During negotiations, the issue of rework being performed by vendors was raised and the Company committed to allocating workforce resources on a full time basis with the understanding that these individuals would perform seek and repair rework activities.

Additionally, the parties agreed that rework in receiving inspection is an excellent work hardening opportunity for those employees unable to perform their regular job duties due to their PQX status and that these PQX individuals would augment the above full time employees if required and if available.

The Company and the Union also agreed that the above change will not affect current practices pertaining to vendor support contained in the P & M Letter (17.13) Vendor Support. Furthermore, if special circumstances concerning rework arise at any time during the life of this agreement, discussion between the parties will occur to address these issues. As well, should the allocation of workforce resources for rework activities be deemed cost ineffective, these jobs will be subject to elimination.

The Company agrees to provide the Union Chairperson with a regular updated list of vendors in the plant. Notwithstanding the above, vendors will refrain from performing bargaining unit work.

(17.2) Console, Mix Room, Phosphate and E-Coat

Console, Mix Room, E-Coat, and Phosphate jobs shall remain Production work, and shall be performed by Production Employees in the Paint Department of the Brampton Assembly Plant. (c12)

GENERAL

(18.1) Future New Product Launch

a) PRODUCTION LAUNCH AGREEMENT

LONG RANGE PLANNING

In order to ensure that the Brampton Assembly Plant will continue to be a world class automobile assembly plant in the 21st century all parties recognize the importance of agreeing to equitable launch language.

The parties agree the employees designated as the Launch Group will be paid as Launch Specialist (for pay purposes only). Selection will be by plant wide posting process. It is understood Launch Specialists will be retained by their respective departments throughout the departmental launches. Successful candidates must meet all of the requirements identified on the Launch Specialist Job Postings.

During the in-plant phase of the launch they will train and work with Management, Outside Support Groups (Vendor and Suppliers), Core Group, Specialist and Hourly Employees.

Launch Specialist will have the opportunity to bid after 6 months, however due to the importance of launch continuity and associated quality concerns; it has been agreed they will remain as Launch Specialists for the duration of the Launch Program before taking up their new jobs. These jobs will be back-filled with temporary postings in accordance with the provisions laid out under "Manning".

The parties recognize the importance of maintaining continuity of the launch group and agree that during periods of layoff the retention of employees directly tied

to the LX 2004 Launch (i.e.: Launch Specialists) out of line of seniority shall not constitute a violation of the layoff/recall provision of the agreement. During layoffs (or changeover) it is recognized that there may be some overtime required. It is not the intention of the Company to work overtime to the detriment of employees on layoff as a result of the changeover. Issues may be brought to the attention of the Human Resource Manager by the Plant Chairperson for review and discussion.

Launch Specialist overtime opportunities will be directed through the Management Launch Team on an as required basis, although the Launch Specialists will have no right to overtime outside of their job (Launch Specialist) on a day to day basis. It is agreed they will be offered the opportunity to work on their job or in conjunction with the core group when production runs other than Monday through Friday.

The pre-launch planning period at the Brampton Plant will commence January 2002. This period will be used to familiarize and train individuals regarding new product(s) and processes in plant as well as off site.

TRAINING

The parties recognize that in order to ensure the success of the new product(s), training of seniority employees will take place and in some instances may be determined by classification, department and skills and not strictly by seniority. Whenever possible seniority will apply. Such training may be conducted or continued during periods of layoff and the retention of employees out of line of seniority for training shall not constitute a violation of the layoff/recall provision of the agreement. However, whenever possible seniority will apply. The Elected New Technology Committee in conjunction with the Management Training Committee will determine, co-ordinate, schedule, implement and

evaluate the training required. The Company shall reserve the right to temporarily fill the jobs of employees assigned to training through temporary reassignments of other employees and or recall of laid off production employees. Preferred jobs will be posted where applicable as laid out in the Collective Agreement.

MANNING

During launch periods, the Company shall have the right to retain or recall employees according to operational needs. In other situations, departmental seniority will be the determining factor. Where a significant increase in workforce occurs, it is agreed that the Company and Union will develop a mass posting procedure for anticipated vacancies. Both parties agree that no new job posting will occur from September 1st (however, "back fill" postings for jobs previously posted will continue through their conclusion) through the first day of the month following the recall of both shifts. Vacancies created, as a result of attrition, will be filled through a canvass of base operators by seniority. Where there are no base operators in a department (i.e.: Material Handling), a canvass of base operators will be conducted plant wide. The parties agree these jobs will be posted once postings are reopened as above. The parties recognize and agree that open communication is of utmost importance to ensure the success of the new product.

Involvement of Brampton Assembly Plant current Core Group will be supplementary to the Launch Specialists, not in place of the Launch Specialists.

WORK STANDARDS

Any abuses will be brought immediately to the attention of the Area Manager and Human Resource Manager.

OVERTIME

Overtime distribution procedures will continue in effect wherever possible. The parties recognize that there will be situations during launch periods where the overtime distribution requirements cannot be met. These situations will be communicated to the committee person. Blatant abuses of overtime distribution may be brought to the immediate attention of the Human Resources Manager for resolution. All production overtime will be zeroed out effective the first day of the month following the recall of both shifts.

VOLUNTARY OVERTIME / PRODUCTION OFFSET

In order to recoup production lost during the launch periods or in order to maintain production volume to ensure maintaining or expanding market share for the new models, the Company and the Union will mutually agree on the method of satisfying such requirements.

VENDOR / SUPPLIER SUPPORT

The parties recognized the necessity for vendor / suppliers to be onsite prior to and during launch periods. The Vendor Support Letter 17.13 in the P&M as well as the Plant Support Agreement) shall prevail. Where variance from these letters is required it will be discussed with the affected Committee Person.

STAMPING PLANT

Given the need for home line try outs in Stamping during the pre-launch & launch period(s), Stamping may require rescheduling of existing shifts on a temporary basis as per section (8.17) of the P&M agreement. It was agreed that should shift changes be required there will be a departmental canvass conducted recognizing seniority, skills and abilities.

LAUNCH TIMING

In the event the launch timing is changed, dates referenced in this agreement will be respectively altered.

SUB / BENEFITS

Vacation Pay: For Purposes of this agreement, the Company agrees that employees placed on layoff status for the conversion period will earn the same credit toward payment in lieu of 2004 vacation which would have been earned had they not been on layoff status, during the period, provided that they honour recall.

Benefits: Health care (including dental) and group insurance coverage will be continued for employees on layoff during the conversion period.

SUB: During the conversion period, the Company agrees that there will be a maximum reduction of one (1) SUB credit unit for each SUB benefit paid, regardless of the state of the SUB fund for employees otherwise eligible for SUB.

PRODUCTION LAUNCH COORDINATOR

Following the signing of this agreement the Union will select a production Launch Coordinator for the duration of the Launch Program.

b) SKILLED TRADES LAUNCH AGREEMENT

LONGRANGE PLANNING AND TRAINING

The parties recognize that in order to ensure the success of the new product(s), training of seniority employees will take place and in some instances may be determined by classification and skills and not strictly by seniority, however whenever possible seniority will apply. Such training may be conducted or continued during periods of layoff and the retention of employees

out of line of seniority for training shall not constitute a violation of the layoff/recall provision of the agreement however, whenever possible seniority will apply. The New Technology Committee will determine, co-ordinate, schedule, implement and evaluate the training required. The Company shall reserve the right to temporarily fill the jobs of employees assigned to training through temporary reassignments of other employees and new hires.

Selection of Launch Team Trades will be posted trade specific by department. Postings will be limited to those tradespersons within the respective department. Successful bidders will be "locked in" to these positions for the duration of the launch period.

LAUNCH PERIODS

There shall be a phase in and/or launch period (hereinafter "launch period") which shall run six months after Job 1 of any model. If, for unforeseen circumstances, the end of launch period date needs to be extended beyond six (6) months after Job 1 of any model, the parties agree to meet prior to that date and fully discuss the reasons for such extension.

MANNING

It is further agreed that transfer of any skilled trades' employee will be suspended eighteen (18) months for training purposes. This "lock-in" period will be determined by training requirements.

WORK ALLOCATION LANGUAGE

It was therefore agreed that during the Model Launch period the Company would be permitted to move work elements with the understanding that no reduction in plant wide manpower levels would be realized within the 1st launch period. The parties further agreed that the

model work allocation period would begin with job #1 of the model launch period.

OVERTIME

Overtime distribution procedure will continue in effect as per the Brampton Assembly Skilled Trades Overtime Agreement. Any special circumstances involving exceptions to the overtime agreement will be discussed with the Skilled Trades Committeeperson prior to implementation.

VOLUNTARY OVERTIME / PRODUCTION OFFSET

In order to recoup lost production during the launch periods or in order to maintain production volume to ensure maintaining or expanding market share for the new models, the Company and the Union will mutually agree on the method of satisfying such requirements.

NEW EQUIPMENT – SERVICING

It is understood that employees of the equipment suppliers may maintain service, modify or adjust their equipment from the date of the Brampton Assembly Plant layoff until the end of the launch periods. Where such arrangements may be required beyond any launch period such requirements will be fully discussed with the Union. Where disputes arise as to the necessities of the equipment suppliers being required, every effort will be made to resolve the reason for the disputes. In further recognition of the need to provide quality training to Skilled Trades employees, employees will accompany and assist equipment supplier's representatives in their work.

STAMPING PLANT

With the necessity of home line try outs in the Stamping Plant during the pre-launch & launch period(s), the company and the union agree to discuss the possibility

of rescheduling shifts on a temporary basis as per section (8.17) of the P&M agreement.

AWS

Should there be a conflict between the terms of the AWS agreement and the Launch Agreement the terms of the AWS agreement shall prevail.

LAUNCH TIMING

In the event the launch timing is changed, dates referenced in this agreement will be respectively altered.

(18.2) Supplemental Agreement – Brampton Stamping

The parties hereby acknowledge that the terms and conditions of the agreement applicable to the Brampton Assembly Plant shall also apply to Stamping Plant employees except as hereinafter provided.

a) Wage / Job Classifications

Skilled Trade and non-skilled trade employees will be expected to work together to minimize downtime and to foster operational efficiency.

There shall be three (3) skilled trade classifications and one (1) non-skilled classification as follows:

- Skilled: > Millwright
- > Electrician
- > Tool & Die Maker

Stamping operation facility welding will be provided by welders from the main plant.

b) Skilled Trades

The parties discussed the utilization of skilled trade's employees in light of the size and type of operation wherein employees must utilize their full capabilities. Management committed to provide training to enhance the full utilization of each skilled trade's employee.

The Union recognizes and agrees that the servicing of the equipment will require the traditional overlapping of work between trades be broadened in the Stamping operation to ensure operational flexibility.

Should the displacement of any Stamping Plant skilled trade's employee impact upon the operational efficiency of the Stamping operation, the Company and Union agree to resolve the issue to mutual satisfaction.

In addition, the parties agreed that ongoing discussions will be held as appropriate to address matters of joint concern in a responsible manner.

(18.3) Floaters

The Company and the Union discussed the use of junior employees not assigned to full time operations floaters). The Company agreed these employees are to be used to cover long Term absences (S&A, W.S.I.B., & L.O.A.), and when not utilized for these absences will be utilized to cover casual absences in the zone that they are assigned to prior to a "B" Specialist going on the absentee job. Only in an emergency situation will the Company place a floater in the Pre-Delivery Area, and the Union Representative for the Area will be notified of such placement in a timely manner (one hour).

These junior floaters may be sent out of the zone or department before a Specialist, as required, to maintain other operational efficiencies.

Floaters will be placed on open jobs, by seniority, as they become available in the Department, and on-shift.

(18.4) CQAW Core Team

The Company and the Union - Local 1285 Brampton Unit, agree the Core Team currently consists of the following allocation:

Non Production	1
Assembly	3
Paint	1
BIW	2
TOTAL	7

The parties agree that these jobs are for the purpose of furthering a joint union/management focus on improving product quality as outlined in the CHRYSLER QUALITY AWARENESS WORKSHOP MODULE provided to all hourly and salary employees.

The allocations as outlined above are considered temporary for the purpose of evaluating the effectiveness of these new assignments and may be reallocated by joint approval of the parties.

These new jobs will consist of a temporary classification CORE GROUP TECHNICIAN and will be paid the same hourly rate as that of a Production Specialist classification and will be reviewed at 1996 local negotiations.

In the event either party considers the allocation not effective, and/or joint reallocation cannot be achieved, either party may request, in writing, their intention to disband the CORE TEAM ten (10) days after providing written notice.

Specific job duties are to be flexible but focused on problem-solving in and between departments; to encourage participation on the EAR Program; to focus on quality priorities as determined by management; to log problem solving activities; to encourage data collecting as required to participate in any quality improvement activity.

CORE TEAM MEMBERS should be able to read and write English, understand and apply the CQAW problem-solving process; possess a strong self-initiative, and be able to do

occasional presentations to small groups and work cross functionally with all employee groups.

(18.5) Core Group – Employee Involvement

During negotiations the parties discussed the subject of continuous quality improvement through the effective utilization of the skills and abilities of all employees and specific problem solving initiatives from employee groups which generate measurable and meaningful results to demonstrate that the time and energy expended is worth the effort.

The Company and the Union agree that world-class quality supports each others objectives and that empowerment of employee groups should be a joint direction.

Notwithstanding this direction, the Company agrees to discuss opportunities to expand the current Core Group activities to ensure that all future training directions are parallel to any employee empowerment programs.

These empowerment programs may include areas of product quality improvement, scrap reduction, energy conservation, warranty reduction, and other areas which may improve the overall competitiveness of the organization, and provide opportunities of employee input.

Additionally, the intent of this joint direction is to provide the responsibility and autonomy of these groups so that they are largely self-directed in their activities which supports day-to-day operational objectives.

The Company and the Union agree to meet on a monthly basis to review these initiatives and collaborate on the ways and means to improve the effectiveness of these groups.

(18.6) PQX

- a) **Manpower Movement** - The parties agree that employees permanently placed on an operation by the Medical Placement Committee will not be moved to another operation without it having been reviewed by the Medical Placement Committee.

Further, in the event elements of the aforementioned job are under review for proposed changes, specifically the addition or change of work elements, the Medical Placement Committee will be advised of these changes prior to implementation.

- b) **Placement of PQX in Pre-Delivery** - During discussion with the Union regarding placement of PQX employees in the PDI (0223) area, it was agreed that PQX employees would only be placed in Pre-Delivery through the Modified Work Program.

(18.7) Mechanical or Electrical Devices and Surveillance

In our recent negotiations the Union expressed some concern over the possibility that the Company might install mechanical or electronic devices that would be used as a surveillance of employees while they are performing their jobs.

The Company has no such equipment and has no plans to purchase such equipment. Further, the Company is willing to discuss in advance with appropriate Union Representatives any plans for installing any devices which employees might question or misunderstand as to their purpose and use. In such discussions the Company will describe the equipment and the purpose thereof so that its purpose and use will be understood.

(18.8) A W S Overtime

Notwithstanding, Paragraph 18.11 (b)(3),(ii)(a) of the Brampton Special Provisions it was agreed during 1999 negotiations that the Brampton Assembly Plant would provide notification of scheduling such overtime to employees before the beginning of the lunch period.

In addition employees who are entitled to 42 (forty-two) minutes relief will receive an additional 3 (three) minutes of relief at the end of the last break period during the shift.

The above scheduling pattern will be applicable when an entire area (B.I.W., Paint or Assembly) is required to work the additional 30 (thirty) minutes each day - up to 8.0 (eight) hours.

Partial area overtime requirements consistent with Paragraph 18.11(b) (3) (ii) (a) will be entitled to the 3 (three) minutes relief period at the end of the regularly scheduled 7 1/2 hour shift.

(18.9) Purges, Retro Fits, & Upgrade Work

During negotiations, the Union requested that purges, retrofits and upgrade work to Brampton containment vehicles in offsite storage yards be work performed by CAW Local 1285 members. The Company agreed that such work would be performed by CAW Local 1285 Brampton Unit members (with engineering technical support) provided the work in question is within their normal responsibilities and can be performed in a timely manner in order to meet customer demand.

The Company recognizes the Union's desire to maintain work in house, thus, in unusual circumstances where such work could not be performed as outlined above, Management agrees to meet the Union prior to determining the final disposition of the vehicles.

GENERAL FACILITIES & EQUIPMENT

(18.10) Enclosed Eating Areas

During Negotiations, the Company agreed to enclose the following eating areas to address employees personal comfort concerns.

Body	C05 - East Body expansion. R5 - Across from Stamping
Paint	D21 - Sealer decks (non-smoking only)
Assembly	T35 - Second floor enclosed eating area with washrooms in the vicinity of column T35.

Facilitation of the above noted areas will be completed before the end of the 2000 Christmas shutdown. Furthermore, air conditioning and partitioning of smoking areas (vented to the outside) will be provided as part of the enclosures.

(18.11) Fountains, Microwaves and Vending Equipment

The Company agrees to install the following facilities:

Microwaves – 13

- Trim Engine	1
- Final Door Line	1
- Westhead	1
- Paint Shop Black-out Booth	1
- Pre-Delivery North End	1
- West Cafeteria	4
- East Cafeteria	4

Television -8- for general viewing and in-plant communications.

- West Cafeteria	4
- East Cafeteria	4

BRAMPTON GENERAL FACILITIES & EQUIPMENT

Vending Machines (dependent on sales)

- Food vending to be provided in selected remote satellite areas.
- East and West Cafeteria
- Hot/cold drink and food vending to be provided.

Water Fountains will be installed as required in main bunker-style eating areas.

(18.12) Ice Machines

The Company agrees to maintain one (1) ice machine in each full service cafeteria.

(18.13) Picnic Tables

The Company agrees to provide picnic tables for employee use outside at all main plant entrances. Additionally, the Plant Chairperson may raise with the Human Resources Manager the need for additional picnic tables in specific locations. The placement of such additional tables will be at the discretion of Management. Employees using such tables will be responsible for maintaining the cleanliness of the tables and the surrounding areas. Failure to do so will result in the removal of these tables. (c12)

(18.15) Toll-Free Number

The Company will have installed a toll-free number to be effective January 1, 1994 for use for absentee call-in. The Union agrees to promote the use of this system for purposes of absentee controls.

(18.16) Union Office – Equipment

The Company agrees to provide the Union office with a fax machine, personal computer and a printer as expeditiously as possible.

(18.21) CAW Benefits Office

The Union raised their concern regarding the need of privacy for their C.A.W. benefits representative due to the

BRAMPTON GENERAL FACILITIES & EQUIPMENT

confidential nature of employee information. As a result, the Company and Union mutually agreed to find an acceptable location for this purpose following ratification. It was further agreed that the Company would provide the new office with a printer, fax machine, photocopier, and a lockable filing cabinet.

TABLE OF CONTENTS

2009 Addendum Agreement to the 2008 Production and Maintenance Agreement

	Page Number
Agreement Between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada.....	1
MOU Re: Tuition Refund	2
MOU Re: Holidays Designated	2
MOU Re: Holiday Pay Eligibility	3
MOU Re: Christmas Bonus.....	3
MOU Re: New Vehicle Discount Program.....	3
MOU Re: Scheduled Paid Absence.....	4
MOU Re: Vacation Schedule	4
MOU Re: COLA Adjustment.....	5
MOU Re: Wage Increases	6
MOU Re: Dependent Children Scholarship Program	7
MOU Re: Special Contingency Fund	7
MOU Re: Social Justice Fund	8
MOU Re: CAW Leadership Training Program.....	9
MOU Re: \$3,500 Payment	9
MOU Re: Restructuring Events and Incentives	10
MOU Re: New Entry Level Employee	11
MOU Re: World Class Manufacturing Implementation	13
MOU Re: Brampton – Skilled Trades Work Groups	15
MOU Re: Brampton – World Class Manufacturing Implementation Skilled Trades Work Groups (Exceptions)	15
MOU Re: Supplier Park Concept.....	16
MOU Re: Relief Time.....	19
MOU Re: Relief Time Implementation	19

TABLE OF CONTENTS

	Page Number
MOU Re: Supplemental Agreement Temporary Part-Time Employees	19
MOU Re: Temporary Part-Time Employees Overtime Premium Pay	20
MOU Re: Core Team - Brampton	20
MOU Re: Discretionary Manpower Reductions – Brampton	21
MOU Re: Material Handling – Net Line Speed and Brampton Block Times	21

**2009 Addendum Agreement to the 2008
Production & Maintenance Agreement**

between

Chrysler Canada Inc.

and the

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)**

**AGREEMENT BETWEEN
CHRYSLER CANADA INC.
AND
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA**

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 Production and Maintenance 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 Production and Maintenance Agreement or unless otherwise modified or terminated by mutual agreement of the parties.

The parties have agreed that the current 2008 Production and Maintenance 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 (16.20) Tuition Refund outlined in the current 2008 Production and Maintenance 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 Production and Maintenance 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 December 28, 2011 December 29, 2011 December 30, 2011 January 2, 2012	Christmas Holiday Period
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: HOLIDAY PAY ELIGIBILITY**

With the extension of the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation And General Workers Agreement (CAW – Canada), Section (12.2) (d) Eligibility is amended to include the following dates:

Saturday, December 24, 2011
Sunday, December 25, 2011
Saturday, December 31, 2011
Sunday, January 1, 2012

**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 (12.17) Christmas Bonus - \$1,700 attached to the current 2008 Production and Maintenance 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 Production and Maintenance 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: SCHEDULED PAID ABSENCE**

The parties agree to eliminate Section (13.4) Scheduled Paid Absence (SPA), Section (13.5) Administrative Procedures of the SPA Program, Section (13.12) SPA Administration during Layoff and all other references to SPA in the current 2008 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada).

The elimination of SPA replacements will qualify as a restructuring event (permanent job loss) and will be carried out in accordance with Letter (17.11) – Restructuring – Job and Income Protection and will be subject to the provisions of Letter (17.6) Retirement Allowance Option – Job & Income Protection Plan of the 2008 Production and Maintenance Agreement.

**MEMORANDUM OF UNDERSTANDING
RE: VACATION SCHEDULE**

As a result of the elimination of SPA, the Basic Payment In Lieu of Vacation with Pay Table in Section (13.2) – Payment Schedules will be amended as follows commencing with the June 2009 – May 2010 vacation eligibility year (payable June 2010).

Seniority on June 30 of the Vacation Eligibility Year	Basic Payment in Lieu of Vacation With Pay	Paid Absence Allowance
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

- For employees hired prior to the effective date of this agreement, add (40) hours to reflect the conversion of (1) week of SPA.

MEMORANDUM OF UNDERSTANDING RE: COLA ADJUSTMENT

With the extension of the 2008 Production and Maintenance 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)

Effective at Beginning of First Pay Period Commencing on or After:	Based on Three-Month Average of the Consumer Price Index for:
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 Production and Maintenance 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) Wage 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 Training Fund National Training Committee Section (16.2) 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 Production and Maintenance Agreement (P&M).
- b) Effective September 17, 2009, the funding for the

balance of the programs covered under the SCF (including the funds contained in P&M Section (10.21) Memorandum of Understanding Special Contingency Fund, P&M 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 Production and Maintenance 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:

Hours Worked	Payment Date
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 Production and Maintenance Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada), the contribution table in Section (16.18) CAW Leadership Training Program will be amended as follows:

Hours Worked	Payment Date
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: RESTRUCTURING EVENTS AND INCENTIVES

The parties have agreed to modifications in Section (17.6) – Retirement Allowance Option – Job and Income Protection Plan due to events outlined in Section (17.11) Restructuring – Job and Income Protection in the 2008 Production and Maintenance 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 Chrysler Canada these announced or permitted events are:

- The potential closure of the Etobicoke Casting Plant covered by the unpublished letter signed May 15, 2008
- The outsourcing of janitorial services at Windsor Assembly Plant and Etobicoke Casting Plant covered in the Production and Maintenance Agreement dated May 15, 2008
- Return to standard operations (2 shifts) at Windsor Assembly Plant if enacted during the notice period provided under the Employment Standards Act (Form1) dated March 6, 2009 or within the year immediately following the expiry or cancellation of said notice
- Elimination of SPA replacements as specified in the MOU – Scheduled Paid Absence Elimination included in this Addendum

For any future restructuring events, as defined in Section (17.11), that have not already been announced, the retirement allowance under Section (17.6) will consist of a

lump sum payment of \$50,000 for production employees and \$60,000 for skilled trades employees. In addition, a \$20,000 new vehicle voucher will be provided.

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
- 1st year anniversary date – increase to 75% of the full base rate
- 2nd year anniversary date – increase to 80% of the full base rate
- 3rd year anniversary date – increase to 85% of the full base rate
- 4th year anniversary date – increase to 90% of the full base rate
- 5th year anniversary date – increase to 95% of the full base rate
- 6th year anniversary date – increase to 100% of the full base rate

Cost of Living Allowance (COLA)

- Not eligible for COLA until 3rd year anniversary date

Supplemental Unemployment Benefit (SUB)

- Not eligible for SUB payments until 3rd year anniversary date
- SUB credit unit accrual begins after 1st 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 3rd 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.

**MEMORANDUM OF UNDERSTANDING
RE: WORLD CLASS MANUFACTURING
IMPLEMENTATION**

The Parties recognize the significant need for and the opportunity associated with the implementation of a world-class business model, especially as it relates to Chrysler's manufacturing activities.

The proposed alliance with Fiat will provide Chrysler with access to Fiat's World Class Manufacturing processes and procedures. The Company and the Union understand that its adoption is one key element in the development of a robust and profitable automotive manufacturing company.

Given the high degree of globalization within the automotive industry, a successful business model requires the elimination of ineffective and/or inefficient aspects of our manufacturing processes that are historical residues of past practices. Therefore it is imperative that we accelerate the full implementation of our current Workplace Organization Model (WOM) (Team-based Infrastructure) and simultaneously introduce and implement Fiat's World Class Manufacturing System. This approach will enable us to achieve, with speed and precision, the following objectives:

- a) World class operational efficiencies in all North American facilities,
- b) World class leading edge work practices that will result in further efficiencies, including overtime equalization which will occur within the team, anyone in the zone by low hours, anyone in the department by low hours (skills and abilities continue to apply),
- c) The necessary conditions for continued capital investments in North American manufacturing,
- d) Improved skills in the manufacturing workforce, and
- e) A profitable enterprise with aligned goals.

These objectives will require full implementation and an immediate commitment to be fully operational by December 23, 2009, of the following key measures:

- **Non-Skilled Labour Classifications** - Consistent with WOM and Fiat's World Class Manufacturing, the parties will implement a team based structure which consists of two non-skilled labour classifications identified as Team Leader and Team Member. Consistent with this environment, team rotation will be implemented and future open team positions will be bid accordingly.

The Parties recognize that some progress has been made through the implementation of WOM and Lean Manufacturing at many of our facilities. Consequently, the uniform, complete, and immediate application of the provisions of WOM and Lean Manufacturing are the base requirements as we implement the Fiat World Class Manufacturing System and are prerequisites for both continuing and future investment at each facility

BRAMPTON ASSEMBLY PLANT SKILLED TRADES WORK GROUPS

The Electrical Work Group will consist of the following apprenticeable trades:

- #5666 Electrician

The Mechanical Work Group will consist of the following apprenticeable trades:

- #5550 Tool and Die Maker
- #5641 Millwright

The following apprenticeable trades will be red circled and the work absorbed into the Millwright classification #5641.

- #6285 Welder Tool and Die
- #5733 Carpenter – Painter – Glazier

BRAMPTON - WORLD CLASS MANUFACTURING IMPLEMENTATION SKILLED TRADES WORK GROUPS

Exceptions to the Skilled Trades Work Group Initiative:

Brampton - #5922 Compressor Operator/Stationary
Engineer
#5927 Engineer - Steam

For the remaining skilled trades classifications being consolidated into the core, the following approach will be utilized:

1. Individuals on these classifications will be red circled and through attrition and/or incentive separation programs, will not be replaced.
2. The parties also agree to offer incentive separation programs to all skilled trades should circumstances warrant.

Any remaining individuals on the red circled classifications will not be placed on layoff while the consolidated trade is performing traditional work associated with the reduced class.

The two (2) Skilled Trades Work Groups (Electrical / Mechanical) will assume the responsibilities of both the consolidated and the reduced classes and the appropriate safety and technical training will be established and delivered accordingly.

MEMORANDUM OF UNDERSTANDING RE: SUPPLIER PARK CONCEPT

During these discussions, the parties agreed to explore opportunities whereby the Company could facilitate the on-site production of automotive components and services by outside entities for assembly into Chrysler made vehicles.

The parties agreed that in order for such an arrangement to be viable, certain parameters must be established in order to protect the interests of all involved. These parameters include but are not necessarily limited to the following:

1. Supplier park employees would be employed by an independent corporate entity other than Chrysler Canada Ltd.
2. Firms operating within the supplier park will voluntarily recognize the CAW as the bargaining agent for all on-site production and trades employees. This representation is a condition for the firm to perform supplier park work. A separate bargaining unit will be established for each corporate entity operating within the supplier park. Dues check-off and normal union security provisions will apply.

3. Supplier park activity is not subject to any of the conditions of the National or Local collective agreements between Chrysler Canada and the CAW (other than this memorandum of understanding).
4. Wages and other compensation for supplier park employees will be determined commensurate with existing competitive practices in equivalent segments of the independent auto parts industry, as negotiated and approved by the CAW National and Local Union. In any event, hourly wages in any supplier park activity will be no lower than \$16.
5. Supplier park employees will have no seniority, preferential hiring, or other rights of any kind with respect to Chrysler Canada-CAW collective agreements. Supplier park employees will have no bumping rights into the operations of other independent companies operating within the supplier park.
6. Chrysler employees on permanent layoff with no prospect of recall may apply for work in the supplier park. No laid-off Chrysler employee is obliged to accept a position in the supplier park, and they retain their full Chrysler recall rights in any event.
7. Chrysler Canada Ltd. and the CAW National and Local Union in the assembly plant must agree upon a defined geographical area within which supplier park activity will occur (potentially including separate buildings and/or vacant space within the existing assembly plant). Supplier park activity will not be permitted outside of the defined area.
8. Allowable activities that could occur within the supplier park include sequencing, sub-assembly, pick and pack, vendor inspection and production of stand-alone components.

9. Any work currently performed as part of direct vehicle assembly (including chassis, body, trim, stamping, paint, traditional post-assembly repair and inspection work) will not occur in the supplier park.
10. The independent supplier would be fully responsible for all matters pertaining to their employees, labour relations, operations, purchasing and equipment.
11. In the event that a supplier operating within the supplier park becomes insolvent, Chrysler Canada may identify or establish another independent company to perform this work.
12. Chrysler Canada Inc. maintains sole discretion to continue or terminate any such arrangement, at any time and for any reason. Where existing work is transferred from one entity to another within the supplier park for whatever reason, the workers and their collective agreement will be transferred to the new supplier.
13. The Company will provide the Union notice of agreement termination 30 days prior, or as soon as reasonably practical.
14. In circumstances in which CAW-represented work is brought into the supplier park, the workers and their collective agreement will follow the work into the supplier park.
15. If white space is available in conjunction with a next generation vehicle and a favourable business case exists, the Company may also pursue work traditionally performed on the outside (door modules as an example) and move this work in-house pursuant to these provisions.
16. Any exceptions to the preceding conditions must be agreed upon by Chrysler Canada Inc. and both the National CAW and the CAW Local Union.

**MEMORANDUM OF UNDERSTANDING
RE: RELIEF TIME**

Notwithstanding Windsor Area Special Provisions Letter 4.1 – Implementation of 10-Minute Rest Period, Letter 4.3 – Relief Time – Vehicle & Engine Assembly Line Ops., and Letter 4.4 – Relief Time – Robogate Toy Tab Op. and Brampton Special Provisions Letter 18.11 – Memorandum of Understanding Brampton Assembly Plant Tag & A.W.S., the parties agree that the amount of relief time made available to employees assigned to vehicle and engine line assembly operations will not exceed forty (40) minutes relief per eight (8) hour shift. The Schedule for breaks and lunch periods, will be determined locally consistent with the guidelines for establishing such periods outlined in the Production and Maintenance or Local Agreements.

**MEMORANDUM OF UNDERSTANDING
RE: RELIEF TIME IMPLEMENTATION**

It was agreed that the local parties would be provided adequate time after ratification to implement the forty (40) minute relief pattern, as outlined in the Memorandum of Understanding Re: Relief Time, signed April 23, 2009.

**MEMORANDUM OF UNDERSTANDING
RE: SUPPLEMENTAL AGREEMENT TEMPORARY PART-
TIME EMPLOYEES**

Notwithstanding all agreement provisions and past practices pertaining to the usage of Temporary Part-Time Employees (TPT's), the parties agree to expand the usage of TPT's to cover absences anytime during the workweek that include contractual, casual and LOA. This expanded use of TPT's will be contingent upon no permanent, full-time production employees on indefinite lay-off. The daily number of TPT's that may be utilized under this expanded concept will be

limited to 150 at Windsor Assembly Plant and 150 at the Brampton Assembly Plant.

**MEMORANDUM OF UNDERSTANDING
RE: TEMPORARY PART-TIME (TPT) EMPLOYEES -
OVERTIME PREMIUM PAY**

Notwithstanding Section 18.4 – Supplemental Agreement Temporary Part-Time Employees, the parties agree that TPT employees hired on or after the effective date of this agreement will be paid overtime premium only after forty (40) hours have been worked in any scheduled work week.

This understanding does not apply to full time employees exercising their right to become a TPT employee.

**MEMORANDUM OF UNDERSTANDING
RE: CORE TEAM – BRAMPTON ASSEMBLY PLANT**

In light of the current economic challenges, the Company must continue to reduce costs to secure its long term viability.

As a result, in accordance with Section 18.4 CQAW Core Team in the Brampton Assembly Plant Local Agreement, the Company is providing written notification advising the Local Union of its intent to disband the Core Team. While the Agreement stipulates the team is to be disbanded within ten (10) days following receipt of notice, current launch activities may delay such timing. The Company will reduce the Core Team positions consistent with Launch requirements, however, timing is not anticipated to last beyond September 30, 2009.

It is understood that business conditions may result in the need to repopulate the Core Team on a temporary basis. In that event the Company and the Union will meet to establish temporary postings.

**MEMORANDUM OF UNDERSTANDING
RE: DISCRETIONARY MANPOWER REDUCTIONS –
BRAMPTON ASSEMBLY PLANT**

The Company is providing notification that the following 12 discretionary positions will be eliminated as we work to secure the long-term viability of Chrysler. These positions will be eliminated no later than the date identified below. Local Management will advise the Local Union Leadership of the individuals affected and provide placement opportunity consistent with the seniority provisions as outlined in the P&M Agreement.

Position:

- | | |
|-----------------------------------|----------------|
| • (1) Communications Coordinator | June 30, 2009 |
| • (1) Union Awareness Coordinator | Sept. 31, 2009 |
| • (4) Union Awareness Trainers | Sept. 31, 2009 |
| • (1) MQAS Representative | June 30, 2009 |
| • (5) TMS Coordinators | June 30, 2009 |

Additionally, the following non-discretionary positions will work production and only function as required:

- Woman's Advocate Representative
- Third Shift Committeeperson

It is understood that business conditions may result in the need to repopulate the discretionary positions. In that event the Company and the Union will meet to establish temporary postings.

**MEMORANDUM OF UNDERSTANDING
RE: MATERIAL HANDLERS - NET LINE SPEED AND
BRAMPTON BLOCK TIMES**

The current economic environment has led the Company to review all existing practices, in an effort to ensure its long term viability.

To that end, this letter will serve as formal notification that the Company and Union have agreed to a meeting within (120) days to work toward improving the current practice of using gross line speed and Brampton block times when establishing indirect labour work assignments.

The Plant HR Manager and Local Plant Chair will schedule the meeting with the appropriate personnel, including Plant and Corporate Industrial Engineers and the Local Time Study Representative. Improvements are to be implemented within (60) days following the meeting.

**EXHIBIT A - THE SUPPLEMENTAL
UNEMPLOYMENT BENEFIT PLAN**

TABLE OF CONTENTS

Agreement	<u>Page No.</u>
1. Continuation and Amendment of Plan.....	2
2. Provisions in Event of Termination.....	3
3. Obligations During Term of Agreement.....	3
4. Term of Agreement - Notice to Modify or Terminate.....	4
5. Government Rulings.....	4
6. Miscellaneous.....	6
Supplemental Unemployment Benefit Plan.....	7
Article I Eligibility for Regular Benefits.....	7
(1) Eligibility for a Regular Benefit.....	7
(2) Conditions With Respect to Layoff.....	10
(3) Disputed Claims for Unemployment Insurance Benefits.....	12
Article II Amount of Regular Benefits.....	13
(1) Regular Benefits.....	13
(2) Unemployment Insurance Benefit and Other Compensation.....	13
(3) Insufficient Credit Units for a Regular Benefit.....	17
(4) Effect of Low Credit Unit Cancellation Base.....	18
(5) Regular Benefit Overpayments.....	18
(6) Withholding Tax.....	19
(7) Payment of Regular Benefits.....	19
(8) Deduction of Union Dues.....	19
Article III Credit Units and Duration of Regular Benefits.....	20
(1) General.....	20
(2) Accrual of Credit Units.....	20
(3) Forfeiture of Credit Units.....	24
(4) Credit Unit Cancellation on Payment of Regular Benefits... ..	25

(5) Armed Services.....	28
(6) Guaranteed Annual Income Credit Units.....	28
(7) Applicability of Credit Units.....	31
(8) Special Determination of "At Work".....	31

**Article IV Application, Determination of Eligibility
For Regular Benefits, and Appeal Procedures.....32**

(1) Applications.....	32
(2) Determination of Eligibility.....	33
(3) Appeals.....	34

Article V Administration of the Plan.....38

(1) Powers and Authority of the Company.....	38
(2) Board of Administration of the Plan.....	39
(3) Determination of Dependents.....	43
(4) To Whom Regular Benefits are Payable in Certain Conditions.....	43
(5) Non-Alienation of Regular Benefits.....	44
(6) Applicable Law.....	44

Article VI Financial Provisions And Reports.....45

(1) Establishment of Funds.....	45
(2) Maximum Funding.....	45
(3) Credit Unit Cancellation Base.....	46
(4) Finality of Determination.....	47
(5) Company Contributions.....	48
(6) Liability.....	63
(7) No Vested Interest.....	63
(8) Company Reports.....	64
(9) Cost of Administering the Plan.....	68
(10) Regular Benefit Drafts Not Presented.....	69

Article VII Miscellaneous.....70

(1) General.....	70
(2) Effect of Revocation of Income Tax Rulings.....	70
(3) Supplementation of Unemployment Insurance Benefits.....	71
(4) Amendment and Termination of the Plan.....	71

(5) Inclusion of Other Company Employees.....	72
(6) Change in Status of Hourly or Salaried Employee.....	72

Article VIII Definitions.....75

Separation Payment Plan.....83

(1) Eligibility.....	83
(2) Payment.....	85
(3) Effect of Separation Payment on Seniority.....	88
(4) Company Determination of Eligibility.....	88
(5) Overpayments.....	88
(6) Repayment.....	88
(7) Company Reports.....	89
(8) Notice of Application Time Limits.....	89
(9) General.....	89
(10) Amendment and Termination of the Plan.....	90
(11) Definitions.....	90

Automatic Short Week Benefit Plan.....93

(1) Eligibility.....	93
(2) Determination of Amount.....	94
(3) Method of Payment.....	95
(4) Company Determination of Eligibility.....	95
(5) Overpayment.....	96
(6) Company Reports.....	97
(7) General.....	97
(8) Amendment and Termination of the Plan.....	98
(9) Definitions.....	98

Letters.....102

(A-1) SUB Payment Information - Reporting Requirements.....	102
(A-2) Benefit Continuation.....	102
(A-3) Average Full Benefit Calculation.....	103
(A-4) Interpretation of SUB Plan Language Regarding Workers' Compensation Benefits.....	103
(A-5) Memorandum Account.....	104
(A-6) SUB Plan Understandings.....	106

Page No.

(A-7)	Determining A Qualifying Layoff In the Event of Severe Weather.....	107
(A-8)	Non-Bargaining Unit to Bargaining Unit Transfers.....	108
(A-9)	Combined IMP / VTEP Liability.....	109
(A-10)	Unrecovered ACA / GBA from the 1989 Brampton-Brampton SUB Plan.....	109
(A-12)	SUB Plan Intent.....	109
(A-13)	SUB Plan Contributions Based on Short Work Week Benefits Paid.....	110
(A-14)	Plant Changeovers In Excess of 3 Months.....	111
(A-15)	SUB Contributions based on the Income Maintenance Plan (IMP) Maximum Liability Account.....	111
(A-16)	Employment Insurance Benefit Reimbursement.....	112
(A-17)	SUB Credit Unit Cancellation.....	113
(A-18)	SUB Fund.....	113

**EXHIBIT A
AGREEMENT COVERING THE SUB PLAN**

**EXHIBIT A
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN
(EXHIBIT A-1),
THE SEPARATION PAYMENT PLAN
(EXHIBIT A-2),
AND
THE AUTOMATIC SHORT WEEK BENEFIT PLAN
(EXHIBIT A-3)**

**This Agreement entered into at Toronto, Ontario as of
this 24th day of September 2012.**

BETWEEN:

**CHRYSLER CANADA INC.
(hereinafter called the "Company ")**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA, (CAW-CANADA) AND CAW LOCALS 444,
1498, AND 195 AT WINDSOR, 1459 AT ETOBICOKE AND
1285 AT BRAMPTON**

(hereinafter called the "Union")

WITNESSETH:

Section 1. CONTINUATION AND AMENDMENT OF PLAN

- a) The Company shall maintain the Supplemental Unemployment Benefit Plan, the Separation Payment Plan and the Automatic Short Week Benefit Plan which were attached as Exhibits A-1, A-2 and A-3 to the Agreement Regarding Supplemental Unemployment Benefit Plan between the parties dated the 24th day of September 2012 (herein referred to as the Prior Plan) for the duration of this Agreement except as otherwise provided in and subject to the terms of this Agreement. In addition, the Prior Plan shall be amended as of
- (i) September 24, 2012, or
 - (ii) the first Monday following the receipt by the Company of the rulings referred to below in Subsection (a) of Section 5, whichever date is later (herein referred to as the 2012 Amendments Effective Date) so that it shall read thereafter as set forth in The Supplemental Unemployment Benefit Plan (Exhibit A-1), The Separation Payment Plan (Exhibit A-2), and The Automatic Short Week Benefit Plan (Exhibit A-3) (hereinafter referred to as the Plans), attached hereto. Thereupon, the provisions of such Plans, shall be effective with respect to Weeks commencing on or after September 24, 2012 except as otherwise specified in this Agreement and the Plans. The Company shall maintain the Plans, for the duration of this Agreement, except as otherwise provided in, and subject to the terms of the Plans.
- b) Provision for payment of Regular Benefits, Automatic Short Week Benefits and Separation Payments under the Prior Plan shall continue in full force and effect in accordance with the conditions, provisions, and limitations of such Prior Plan, as constituted until September 24, 2012, or, if later, until the 2012

Amendments Effective Date specified in Subsection (a) of this Section 1.

Section 2. PROVISIONS IN EVENT OF TERMINATION

In the event that the Supplemental Unemployment Benefit Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement so that the Company's obligation to contribute thereunder shall cease entirely, the parties thereupon shall negotiate for a period of sixty (60) days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute; if no Agreement with respect thereto shall be reached at the end of such period, there shall be a general wage increase in the amount of the basic contribution rate then in effect, but not less than twenty-six cents (26¢) per hour to all Employees then covered by the Collective Bargaining Agreement, which shall be applied to the base rates or salary grade. Such amount shall be effective as of the date of such termination.

Section 3. OBLIGATIONS DURING TERM OF AGREEMENT

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from or addition to the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, or the Automatic Short Week Benefit Plan, or this Agreement; or be required to bargain with respect to any provision or interpretation of the Plans or this Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of the Plans or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section 2 of this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.

Section 4. TERM OF AGREEMENT – NOTICE TO MODIFY OR TERMINATE

This Agreement and the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, and the Automatic Short Week Benefit Plan incorporated herein shall remain in full force and effect without change until September 19, 2016, except as there may be a termination under any of the provisions of this Agreement or the Plans. As of that date this Agreement may be terminated, modified, changed or continued, subject to and in accordance with the termination provisions of the Collective Bargaining Agreement of which this Agreement is a part.

Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this agreement shall not have the effect of automatically terminating the Plans.

Notice shall be in writing and shall be sufficient if sent by registered mail addressed if to the Union, to National President, National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada), 205 Placer Court, Willowdale, Ontario M2H 3H9, and if to the Company, to Vice-President, Human Resources Chrysler Canada Inc., Box 1621, Windsor, Ontario N9A 4H6.

Section 5. GOVERNMENTAL RULINGS

- (a) The amendments to the Prior Plan provided for in Section 1 of this Agreement and incorporated in Exhibits A-1, A-2 and A-3 hereof shall not be effective prior to
 - (i) receipt by the Company from competent Canadian governmental authorities of rulings or legislative amendments permitting continuance of supplementation as defined in the Supplemental Unemployment Benefit Plan, and holding that such

amendments will not have any adverse effect upon the favourable rulings previously received by the Company, and

- (ii) receipt by the Company from the Minister of National Revenue of a ruling, satisfactory to the Company, holding that the Supplemental Unemployment Benefit Plan as amended is acceptable to the Minister of National Revenue as a Supplemental Unemployment Benefit Plan under the provisions of the Canadian Income Tax Act.
- (b) The Company shall apply promptly for the rulings described in Subsection (a) of this Section.
- (c) Notwithstanding any other provisions of this Agreement, the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, or the Automatic Short Week Benefit Plan, the Company with the consent of the National President of the Union, may, during the term of this Agreement, make revisions in such Plans not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in this Section 5 (a) or in Article VII of the Supplemental Unemployment Benefit Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in such Plans.
- (d) This Agreement shall become operative on September 24, 2012, which is the effective date of the Collective Bargaining Agreements, but the provisions of Section 1 shall not become effective until the 2012 Amendments Effective Date specified therein.

Section 6. MISCELLANEOUS

Notwithstanding the provisions of the Supplemental Unemployment Benefit Plan, the provisions of Article IV, Application and Determination of Eligibility for Regular Benefits, and Appeal Procedures, and Article V, Administration of the Plan, shall, to the extent practicable, be equally applicable under the Separation Payment Plan and the Automatic Short Week Benefit Plan.

In witness whereof the parties hereto will cause this Agreement to be executed at Toronto, Ontario this 24th day of September 2012.

EXHIBIT A-1
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

ARTICLE I
ELIGIBILITY FOR REGULAR BENEFITS

(1) ELIGIBILITY FOR A REGULAR BENEFIT

An Employee shall be eligible for a Regular Benefit for any Week if with respect to such Week the Employee:

- (a) was on a qualifying layoff, as described in Section (2) of this Article, for all or part of the Week;
- (b) received an Unemployment Insurance Benefit not currently under protest by the Company; or
- (c) did not receive an Unemployment Insurance Benefit for any of the following reasons:
 - (i) did not have prior to layoff a sufficient period of employment or earnings covered by Employment Insurance;
 - (ii) exhaustion of Employment Insurance Benefit rights;
 - (iii) the Week was an Employment Insurance "waiting period" immediately following a Week for which the Employee received an Employment Insurance Benefit, or occurring within less than 52 Weeks since the last Employment Insurance "waiting period" for which the Employee received no benefit solely because the Week was a week of an Employment Insurance "waiting period" (subject to the provisions of subsection (1)(c)(i) of this Article);
 - (iv) was serving an Employment Insurance "waiting period" pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (iv) shall not apply to model change, plant rearrangement, inventory layoffs, layoffs of employees covered by the Office and Clerical and Engineering Agreements, except those laid off pursuant to Sections 6.1(d) and 14.4(b) of such

ARTICLE I – ELIGIBILITY FOR REGULAR BENEFITS

Agreement; layoffs of Employees pending placement pursuant to the terms of Collective Bargaining Agreements between the Company and the Union; layoffs of Employees who refuse to exercise their Seniority in order to displace junior Employees who are working; or layoffs resulting from temporary adjustments as provided in Section 6.1(c) of the Production and Maintenance Agreement or corresponding sections of other Collective Bargaining Agreements between the Company and the Union; or

- (v) was denied an Employment Insurance Benefit and it is determined, with the concurrence of Human Resources Development Canada, that under the circumstances it would be contrary to the intent of the Plan and Human Resources Development Canada policy to deny a Regular Benefit;
- (vi) was denied an Employment Insurance Benefit solely because of the Employment Insurance allocation to such Week of earnings from a "waiting period";
- (vii) because of the circumstances set forth under Section (1)(c)(iv) of this Article which existed during only part of a week of unemployment under the Employment Insurance Act;
- (d) has met any registration and reporting requirements of an Unemployment Insurance Office;
- (e) had a Credit Unit or fraction thereof;
- (f) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom the Employee has greater Seniority than with the Company nor under any other "SUB" plan of the Company in which the Employee has credit units which were credited earlier than the oldest Credit Units under this Plan);
- (g) was not eligible for an Automatic Short Week Benefit;
- (h) qualifies for a Regular Benefit of at least \$2;

ARTICLE I – ELIGIBILITY FOR REGULAR BENEFITS

- (i) has made a Regular Benefit application in accordance with procedures established by the Company hereunder and, if ineligible for an Employment Insurance Benefit only for the reason set forth in item (ii) of Subsection (1)(c) of this Article, is able to work, is available for work, and has not failed
 - (1) to maintain an active registration for work with the government employment services,
 - (2) to do what a reasonable person would do to obtain work, and
 - (3) to apply for or to accept available suitable work of which the Employee has been notified by the government employment services or by the Company;
- (j) did not receive an Employment Insurance benefit for the reason indicated in subsection (1)(c)(iii) of this Article, provided, however, no Regular Benefit shall be payable for the first full Week of layoff during a calendar year for which an Employee has received an Employment Insurance "waiting period" week credit, unless such first week occurs within less than 52 Weeks from the beginning of the last "waiting period" Week for which Regular Benefit was payable by reason of such Week having been an established Employment Insurance "waiting period" week. In the latter case, Regular Benefits shall be payable to an otherwise eligible Employee for such "waiting period" but no Regular Benefit shall then be payable for the next first full Week of layoff during a subsequent layoff period in the same calendar year for which the Employee receives a "waiting period" credit. A Regular Benefit will be payable to an otherwise eligible Employee for any other Employment Insurance "waiting period" week(s) established during the calendar year.

(2) CONDITIONS WITH RESPECT TO LAYOFF

- (a) A layoff for the purpose of this Plan includes any reduction in force such as a temporary layoff or model change layoff, a layoff resulting from the discontinuance of a Plant or operation, or a layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work to which the Employee would have been entitled if the Employee had had sufficient Seniority, or a layoff occurring or continuing because the Employee, although not totally disabled, was physically unable to perform any work in the Bargaining Unit or Plant.
- (b) An Employee's layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:
- (1) such layoff was from the Bargaining Unit;
 - (2) such layoff was not for disciplinary reasons, and was not a consequence of:
 - (i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Plant or Plants, or any dispute of any kind, involving Employees whether at a Company Plant or Plants or elsewhere,
 - (ii) any fault attributable to the Employee,
 - (iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),
 - (iv) sabotage (including but not limited to arson) or insurrection, or
 - (v) any act of God, provided, however, this subsection (v) shall not apply to any Short Work Week or to the first 2 consecutive full Weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;
 - (3) with respect to such Week the Employee did not refuse to accept work when recalled pursuant to the

ARTICLE I – ELIGIBILITY FOR REGULAR BENEFITS

Collective Bargaining Agreement and did not refuse an offer by the Company of other available work, which the Employee had no option to refuse under the Collective Bargaining Agreement at the same plant, or at another plant in the same labour market area as may be agreed upon by the parties; provided, however, that refusal by Skilled Trades Employees to accept work outside the Skilled Trades classifications shall not result in ineligibility for a Regular Benefit;

- (4) with respect to such Week the Employee was not eligible for and was not claiming:
 - (i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which the Employee received or could have received while working full time, or a partial Workers' Compensation benefit which the Employee received while not totally disabled and while ineligible for a sickness and accident benefit under the Insurance Program); or
 - (ii) any Company pension or retirement benefit.
- (c) If an Employee is ineligible for a Regular Benefit or Levelling Week Benefit by reason of Section (2)(b)(2) or (2)(b)(4) above with respect to some but not all of the regular work days in a Week, and is otherwise eligible for a Regular Benefit or Levelling Week Benefit, the Employee will be entitled to a reduced Regular Benefit payment as provided in Section (1)(b) of Article II.
- (d) The determination of eligibility under this Article shall be based upon the reason for the applicant's last separation from the Company, except that a layoff of an Employee during their probationary period at one Plant while retaining Seniority at another Plant shall not be disqualifying if the Employee was separated because the Employee was unsuited for, or unable to do, work available.

**(3) DISPUTED CLAIMS FOR UNEMPLOYMENT
INSURANCE BENEFITS**

- (a) With respect to any Week for which an Employee has applied for a Regular Benefit and for which there has been denied an Employment Insurance Benefit, and the denial is being appealed by the Employee through the procedure provided therefore under the Employment Insurance Act, and the Employee is eligible to receive a Regular Benefit under the Plan except for such denial, the payment of the Regular Benefit shall be suspended until such dispute shall have been determined.
- (b) If the dispute shall be finally determined in favour of the Employee, the Regular Benefit shall be paid; provided, however, that if the payment of the Regular Benefit required Credit Unit cancellation, the Regular Benefit shall be paid only if the Employee did not exhaust Credit Units after the Week of the Employment Insurance Benefit in dispute.

**ARTICLE II
AMOUNT OF REGULAR BENEFITS**

(1) REGULAR BENEFITS

- (a) The Regular Benefit payable to an eligible Employee for any Week shall be an amount which when added to Employment Insurance and Other Compensation, will equal 65% of Weekly Straight-Time Pay.
- (b) An otherwise eligible Employee entitled to a Regular Benefit (or a Levelling Week Benefit) reduced, as provided in Section (2)(c) of Article I (reason for layoff or eligibility for a disability or pension benefit), because of ineligibility with respect to part of the Week, will receive one-fifth of a Regular Benefit computed under Subsection (a) of this Section for each work day of the Week for which the Employee is otherwise eligible, provided, however, that there shall be excluded from such computation any pay which could have been earned, computed as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Regular Benefit under Subsection (2)(c) of Article I.

(2) UNEMPLOYMENT INSURANCE BENEFIT AND OTHER COMPENSATION

- (a) An Employee's Employment Insurance Benefit and Other Compensation for a Week means:
 - (1) the amount of Employment Insurance Benefit received or receivable by the Employee for the Week; plus
 - (2) all pay received or receivable by the Employee from the Company (including vacation pay except as provided in Subsection (a)(3) of this Section) and any amount of pay which could have been earned,

computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the Employee for such Week; provided, however, if the hours made available but not worked are hours which the Employee has an option to refuse under the Collective Bargaining Agreement or which the Employee could refuse without disqualification under Section (2)(b)(3) of Article I, such hours are not to be considered as hours made available by the Company; and provided, that if wages or remuneration from employers other than the Company or any military pay are received or receivable by the Employee and are applicable to the same period as hours made available by the Company, only the greater of

- (a) such wages or remuneration from other employers in excess of the greater of the amount disregarded as earnings by the Human Resources Development Canada or 20% of such wages or remuneration, or military pay in excess of the amount disregarded as earnings by the Human Resources Development Canada, or
- (b) any amount of pay which could have been earned, computed, as if payable for hours made available by the Company shall be included; and further provided, that any pay received or receivable for a shift which extends through midnight shall be allocated:
 - (i) to the day on which the shift started if on layoff with respect to the corresponding shift on the following day,
 - (ii) to the day on which the shift ended if on layoff with respect to the corresponding shift on the preceding day, and
 - (iii) according to the pay for the hours worked each day, if on layoff with respect to the

ARTICLE II – AMOUNT OF REGULAR BENEFITS

corresponding shifts on both the preceding and the following days; and, in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Regular Benefit will be increased to offset any reduction in the Employment Insurance Benefit which may have resulted solely from the Employment Insurance's allocation of earnings for such shift otherwise than as specified in this Subsection; plus

- (3) (i) in the case of Hourly Employees, vacation pay including paid absence allowance received on other than casual day off basis, received or receivable under the provisions of the Vacation Plan section of the Collective Bargaining Agreement shall be considered compensation applicable to the same week or weeks and in the same amount or amounts as such vacation pay is allocated by Employment insurance; and
- (ii) in the case of Salaried Employees, vacation pay, received or receivable under the Vacation Plan provisions of the Collective Bargaining Agreement, of which an amount equal to 40 hours of such vacation pay, or such lesser amount as may be received or receivable, shall be considered compensation applicable to the first Week of the Salaried Employee's vacation; the second 40 hours of such vacation pay, or such lesser amount as may be received or receivable, shall be considered compensation applicable to the second Week of the Salaried Employee's vacation; the third 40 hours of such vacation pay, or such lesser amount as may be received or receivable, shall be considered compensation applicable to the third Week of

ARTICLE II – AMOUNT OF REGULAR BENEFITS

the Salaried Employee's vacation, the fourth 40 hours of such vacation pay, or such lesser amount as may be received or receivable, shall be considered compensation applicable to the fourth Week of the Salaried Employee's vacation; and vacation pay for any other scheduled vacation shall be considered compensation applicable to the Week during which such vacation is taken, plus

- (4) all wages or remuneration as defined under the Employment Insurance Act in excess of the greater of the amount disregarded as earnings by Employment Insurance for periods other than a "waiting period" or 20% of such wages or remuneration received or receivable from other employers for such Week (excluding such wages or remuneration which were considered in the calculation under Subsection (a)(2) of this Section); plus
- (5) the amount of all military pay in excess of the amount disregarded as earnings by the Human Resources Development Canada received or receivable for such Week, excluding such military pay which was considered in the calculation under Subsection (a)(2) of this Section.
- (6) The amount of any partial benefit which an Employee received under a Workers' Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Insurance Program, and an unemployment benefit payable under Employment Insurance including training allowances (excluding any allowance for transportation, subsistence including accommodation allowances, equipment or other

ARTICLE II – AMOUNT OF REGULAR BENEFITS

cost of training). If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.

- (b) If the Employment Insurance Benefit actually received by an Employee for an Employment Insurance Week shall be for less, or more, than a full Employment Insurance Week (for reasons other than the Employee's receipt of wages or remuneration for such Employment Insurance Week), because
- (1) the Employee has been disqualified or otherwise determined ineligible for a portion of an Employment Insurance Benefit for reasons other than set forth in Section (1)(c) of Article I, or
 - (2) the Employment Insurance Week for which the Regular Benefit is paid includes a portion of the Employment Insurance waiting period, or
 - (3) of an underpayment or overpayment of a previous Employment Insurance Benefit

the amount of the Employment Insurance Benefit which would otherwise have been paid to the Employee for such Employment Insurance Week shall be used in calculation of "Employment Insurance Benefit and Other Compensation" for such Employment Insurance Week.

(3) INSUFFICIENT CREDIT UNITS FOR A REGULAR BENEFIT

If an Employee has less than the full number of Credit Units required to be cancelled for the payment of a Regular Benefit

ARTICLE II – AMOUNT OF REGULAR BENEFITS

for which the Employee is otherwise eligible, the Employee shall be paid the full amount of such Regular Benefit and all remaining Credit Units or fractions thereof shall be cancelled.

(4) EFFECT OF LOW CREDIT UNIT CANCELLATION BASE

- (a) if the CUCB for any Week shall be less than \$91.02 for Weeks beginning on or after September 24, 2012, no Regular Benefit for such Week for an Employee with less than 5 years of Continuous Service for Weeks beginning on or after September 24, 2012 as of the last day of the Week for which any Regular Benefit is being computed shall be paid at any time.
- (b) Assets in the Fund resulting from Company contributions made in accordance with Section (5)(e) of Article VI shall be utilized solely to Pay claims upon which the amount of such contributions was determined.

(5) REGULAR BENEFIT OVERPAYMENTS

- (a) If the Company or the Board determines that any Regular Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Regular Benefit(s), who shall return the amount of overpayment to the Trustee; provided, however that no repayment shall be required if the cumulative overpayment is \$3.00 or less, or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.
- (b) If the Employee shall fail to return such amount promptly, the Trustee shall arrange to reimburse the Fund for the amount of overpayment by making a

ARTICLE II – AMOUNT OF REGULAR BENEFITS

deduction from any future Regular Benefits (not to exceed \$30 from any 1 Regular Benefit except in case of fraud or willful misrepresentation) otherwise payable to such Employee, or by requesting the Company to make a deduction from future Regular Benefits or compensation payable by the Company to the Employee (not to exceed \$75 from any 1 pay cheque in the case of an Hourly Employee and \$100 in the case of a Salaried Employee except in cases of fraud or willful misrepresentation) or both. The Company is authorized to make such deduction from the Employee's compensation and to pay the amount deducted to the Trustee.

(6) WITHHOLDING TAX

The Trustee shall deduct from the amount of any Regular Benefit any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any Federal, Provincial or Municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company shall be entitled to rely on the official forms filed by the Employee with the Company for purposes of income tax withholding on regular wages.

(7) PAYMENT OF REGULAR BENEFITS

Regular Benefits shall be payable to Hourly Employees from the Hourly Fund and to Salaried Employees from the Salary Fund.

(8) DEDUCTION OF UNION DUES

The Trustee, upon authorization from an Employee, shall deduct monthly Union dues from Regular Benefits paid under the Plan and pay such sums directly to the Union.

ARTICLE III
CREDIT UNITS AND DURATION OF REGULAR BENEFITS

(1) GENERAL

Credit Units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for and duration of Regular Benefits.

(2) ACCRUAL OF CREDIT UNITS

- (a) Credit Units shall be credited for employees hired prior to September 24, 2012 at the rate of 1/2 of a Credit Unit (1/4 of a Credit Unit in the case of an Employee who shall have at least 12 but less than 30 months of Seniority) for each Work Week for which an Employee:
- (i) receives any pay from the Company;
 - (ii) does not receive pay from the Company but receives a Levelling Week Benefit;
 - (iii) was on a military leave of absence in accordance with the provisions of the Collective Bargaining Agreement; and
 - (iv) was absent from work because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of such absence received Workers' Compensation while on Company approved leave of absence.
- (b) Credit Units shall be credited for employees hired on or after September 24, 2012 at the rate of 1/2 of a Credit Unit (1/4 of a Credit Unit in the case of an Employee who shall have at least 6 but less than 11 years of Seniority) for each Work Week for which an Employee:
- (i) receives any pay from the Company;
 - (ii) does not receive pay from the Company but receives a Levelling Week Benefit;

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

- (iii) was on a military leave of absence in accordance with the provisions of the Collective Bargaining Agreement; and
 - (iv) was absent from work because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of such absence received Workers' Compensation while on Company approved leave of absence.
- (c) For the purpose of accruing Credit Units under this section:
- (1) (i) in the case of Hourly Employees, payment in lieu of vacation, paid pursuant to the corresponding P&M section of the Collective Bargaining Agreement, shall be considered as pay for Work Weeks on the basis that the first 40 hours' pay, or such lesser amount as may have been received, shall be allocated to the vacation week to which the Employee is entitled under the Payment In Lieu of Vacation Plan section of the Collective Bargaining Agreement and any excess over 40 hours' pay shall be allocated to any additional week of Company designated vacation received by the Employee; and
 - (ii) in the case of Salaried Employees, vacation pay shall be allocated as follows: 40 hours, or such number of hours if less than 40, to the first week of the applicable vacation period; hours in excess of 40 but less than 80, if any, to the second week of such vacation period; hours in excess of 80 but less than 120, if any, to the third week of such vacation period; hours in excess of 120 but less than 160, if any, to the fourth week of such vacation period; and hours represented by vacation pay for any other scheduled vacation shall be allocated to the week during which such

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

vacation is taken. Such vacation week or weeks shall be designated a Work Week or Work Weeks for the purposes of this Section; and

(2) back pay shall be considered as pay for each Work Week to which it may be allocable:

(3) (i) payments to Salaried Employees for casual absence or under the Salary Continuation Plan shall not be considered as pay for the Work Week for which it is paid; and

(ii) all hours represented by pay in lieu of vacation to Salaried Employees shall be counted as hours in the Work Week covered by the pay day as of which payment in lieu of vacation was made.

(d) (1) No employee hired prior to May 4, 2009 may have in the aggregate at any one time more than 52 Credit Units except that an Employee who has 10 or more Years of Seniority may have in the aggregate at any one time no more than a maximum of 104 Credit Units and an Employee with 7 but less than 10 years of Seniority, who is at work on or after November 12, 2002 may have in the aggregate at any one time no more than the maximum credit units as follows:

Years of Seniority	Maximum Credit Units
7 but less than 8	56
8 but less than 9	60
9 but less than 10	64

(2) No employee who is hired on or after May 4, 2009 with less than 10 years Seniority may have in the aggregate at any one time more than 52 Credit Units except that an Employee with 10 or more Years of Seniority but less than 20 years of Seniority may have in

the aggregate at any one time no more than 78 Credit Units, except that an Employee who has 20 or more Years of Seniority may have in the aggregate at any one time no more than a maximum of 104 Credit Units.

- (e) No Employee hired on or after May 4, 2009 but prior to September 24, 2012 shall be credited with any Credit Units until the day the Employee:
 - (1) has at least 3 years of Seniority; and
 - (2) either is in Active Service in the Bargaining Unit (or was in such Active Service within 30 days prior to such first day) or is absent from work on (or was absent from work within 30 days prior to) such first day solely because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of such absence is receiving Workers' Compensation while on Company approved leave of absence.
As of such day the Employee shall receive credit for all Credit Units based upon the Work Weeks occurring while an Employee and subsequent to the Employee's Seniority date.
- (f) No Employee hired on or after September 24, 2012 shall be credited with any Credit Units until the day the Employee:
 - (1) has at least 6 years of Seniority (not eligible for restructuring incentives to be paid until year 6 and after) ; and
 - (2) either is in Active Service in the Bargaining Unit (or was in such Active Service within 30 days prior to such first day) or is absent from work on (or was absent from work within 30 days prior to) such first day solely because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

such absence is receiving Workers' Compensation while on Company approved leave of absence.

As of such day the Employee shall receive credit for all Credit Units based upon the Work Weeks occurring while an Employee and subsequent to the Employee's Seniority date.

- (g) An Employee who has Credit Units as of the last day of a Week shall be deemed to have them for all of the Week; provided, however, that an Employee who has Credit Units during part of a Week but forfeits them due to a break in Seniority during such Week by reason of death or of retirement under the provisions of any Company pension or retirement benefit plan, shall be deemed to have Credit Units for all of the Week.
- (h) At such time as the amount of any Regular Benefit overpayment is repaid to the Fund, except as otherwise provided in the Plan, the number of Credit Units, if any, theretofore cancelled with respect to such overpayment of Regular Benefits shall be restored to the Employee, except to the extent of the number of Guaranteed Annual Income Credit Units which have been credited to such Employee between the date of such overpayment and the date of such repayment and which would not have been credited had the Credit Units been restored at the time such Guaranteed Annual Income Credit Units were credited, and except to the extent that such restoration would raise the number of Credit Units at the time thereof above the applicable maximum, and except as otherwise provided with respect to Credit Unit forfeiture under Section (3) of this Article.

(3) FORFEITURE OF CREDIT UNITS

An Employee shall forfeit permanently all Credit Units and, with respect to subsections (a) and (d) only of this Section

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

(3), shall be ineligible to be credited with Guaranteed Annual Income Credit Units on the next succeeding Guarantee Date or other date of eligibility if the Employee:

- (a) incurs a Break in Continuous Service, provided, however, that if an Employee breaks Continuous Service by receiving a pension or is receiving permanent total disability pension under the Pension Plan and shall subsequently have Continuous Service reinstated, the Credit Units previously forfeited shall again be credited as of the date Continuous Service is restored and as of such date the Employee shall again become eligible to have Guaranteed Annual Income Credit Units credited; or
- (b) is on layoff from the Company for a continuous period of 24 months (36 months in the case of an Employee who is at work on or after October 16, 1985 and has 10 or more years of Continuous Service as of the last day worked prior to layoff), except that if at the expiration of the applicable period the Employee is receiving Regular Benefits, Credit Units shall not be forfeited until the Employee ceases to receive Regular Benefits; or
- (c) elects to forfeit all Credit Units in order to apply for a payment, as provided under the Voluntary Termination of Employment Plan; or
- (d) willfully misrepresents any material fact in connection with an application for Regular Benefits under the Plan.

**(4) CREDIT UNIT CANCELLATION ON PAYMENT OF
REGULAR BENEFITS**

- (a) The number of Credit Units to be cancelled for any Regular Benefit shall be determined in accordance with Table A if such Benefit is payable for a Week beginning on or after September 24, 2012; provided, however, that, for purposes of such table, Continuous Service for an

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

Employee who breaks Seniority during a Week by reason of death or retirement under the provisions of any Company pension or retirement benefit plan shall be the Continuous Service as of the date Seniority is broken for such reason:

TABLE A
CREDIT UNIT CANCELLATION TABLE
(For Weeks Beginning On Or After 9-24-2012)

If the Credit Unit Cancellation Base* Applicable to the Week for which a Benefit is paid is			And as of the last day of the Week for which such Benefit is paid the Employee's Continuous Service is:	
			Under 5 Years	5 Years & Over
			The Credit Units cancelled for such benefit shall be**	
1933.41	—	or more	1.00	1.00
1726.92	—	1933.40	1.00	1.00
1523.19	—	1726.91	1.11	1.00
1318.81	—	1523.18	1.25	1.00
1113.71	—	1318.80	1.43	1.00
907.86	—	1113.70	1.67	1.00
698.40	—	907.85	2.00	1.00
499.79	—	698.39	2.50	1.00
295.39	—	499.78	3.33	1.00
91.02	—	295.38	5.00	1.00
Under 91.02			No Benefit Payable	1.00

- The amount of the current balance of any contributions previously made and subsequently recovered under the provisions of Article VI, Section (5)(e)(2), shall be added to the market value of the assets of the Fund in determining the CUCB for this purpose only, except that the amount of such current balance shall not be added to the market value of the assets of the Fund in

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

determining the CUCB for this purpose commencing with any month after August 1990 in which the market value of the assets of the Fund shall equal 100% of Maximum Funding of the Fund and continuing each month (or each Pay Period, when required under the provisions of Article VI, Section (5)(a)) thereafter until contributions are again made and subsequently recovered under the provisions of Article VI, Section (5)(e)(2), in which event the current balance of such subsequent making and recovery of contributions shall be added to the market value of the assets of the Fund in determining the CUCB for the purpose of this Section (4)(a), it being understood that the provisions of this exception shall apply each time the market value of the assets of the Fund shall equal 100% of Maximum Funding of the Fund after August 1990.

** No Credit Units shall be cancelled when an Employee receives:

- (1) a Levelling Week Benefit, or
- (2) an Automatic Short Week Benefit

(b) If an Employee received a Reinstated Sickness and Accident Benefit paid under the Insurance Program with respect to any Week, there shall be cancelled the number of Credit Units which would have been cancelled if such Employee had received a Regular Benefit for such Week. If an Employee receives such Reinstated Sickness and Accident Benefit for a portion of a Week, and does not receive a Regular Benefit with respect to any part of such Week, only one-half of the number of such Credit Units shall be cancelled for the Reinstated Sickness and Accident Benefit. If an Employee receives a Reinstated Sickness and Accident Benefit for a portion of a Week and also receives a Regular Benefit under Article I, Section (2)(d) for such Week, no Credit Units shall be cancelled for the Reinstated Sickness and Accident Benefit.

(5) ARMED SERVICES

An employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for purposes of the Plan, to be on a leave of absence and shall not be entitled to any Regular Benefit, and

- (a) all Credit Units credited to the Employee at the time of entry into such service, plus
- (b) any Credit Units entitled to be credited with respect to the period of military leave of absence, or
- (c) any Credit Units earned prior to or with respect to the period of military leave of absence that would have been credited on or after the date the Employee attained 1 year of Seniority if the Employee had been in Active Service on or after such date, notwithstanding the provisions of Section (2)(d) of this Article, shall be credited upon reinstatement as an Employee in accordance with the terms of the Company approved leave of absence, or upon reinstatement as an Employee at a Company location other than the location from which the leave was granted within 90 days from the date of discharge from the Canadian Armed Forces.

(6) GUARANTEED ANNUAL INCOME CREDIT UNITS

- (a) Crediting the Guaranteed Annual Income Credit Units

- (1) An Employee who is in Active Service in the Bargaining Unit and has at least three years of Continuous Service on a Guarantee Date (as defined in (b) of this Section) shall be credited as of the Guarantee Date with the number of Guaranteed Annual Income Credit Units (as defined in (c) of this Section), if any, determined by:

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

- (i) subtracting from 52 (104 in the case of an Employee who has 10 or more Years of Continuous Service) 56 if the Employee has 7 but less than 8 Years of Continuous Service; 60 if the Employee has 8 but less than 9 Years of Continuous Service; and 64 if the Employee has 9 but less than 10 Years of Continuous Service the number of Credit Units on the Guarantee Date; and
- (ii) multiplying the resulting number by the applicable percentage set forth in the following table (rounding the product thereof to the nearest hundredth):

Years of Continuous Service on the Guarantee Date	Applicable Percentage
3 but less than 4	50.0%
4 but less than 7	75.0%
7 or over	100.0%

- (2) If Guaranteed Annual Income Credit Units were not credited to an Employee on a Guarantee Date solely because the Employee did not then have at least three years of Continuous Service or was not then in Active Service in the Bargaining Unit, but on any day within the 52 Work Weeks following such Guarantee Date such Employee has at least three years of Continuous Service and is then in Active Service in the Bargaining Unit, the Employee shall be entitled to be credited with Guaranteed Annual Income Credit Units as of the end of the first Work Week in which the Employee meets such requirements. An Employee with three or more Years of Continuous Service on the preceding Guarantee Date shall have Guaranteed Annual Income Credit Units calculated, under this

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

Subsection (6)(a)(2) based upon the Employee's Years of Continuous Service as of such preceding Guarantee Date. The number of Guaranteed Annual Income Credit Units, if any, to be credited to such Employee shall be the number determined by

- (i) subtracting from 52 (104 in the case of an Employee who has 10 or more Years of Continuous Service) 56 if the Employee has 7 but less than 8 Years of Continuous Service; 60 if the Employee has 8 but less than 9 Years of Continuous Service; and 64 if the Employee has 9 but less than 10 Years of Continuous Service the number of Work Weeks between the preceding Guarantee Date and the last day of such Work Week; and
 - (ii) subtracting from the resulting number the number of Credit Units to the Employee's credit on such last day; and
 - (iii) multiplying that resulting number by the percentage in the table in Subsection (a)(1)(ii) of this Section, applicable to the Employee's Continuous Service on the preceding Guarantee Date (or the date subsequent thereto on which he acquired three years of Continuous Service).
- (3) With respect to subsections (1) and (2) above, an Employee who reports for work at the expiration of a sick leave of absence and for whom there is no work available in line with the Employee's Seniority and who then is placed on layoff status shall be deemed to be in Active Service.

(b) Guarantee Date

The term Guarantee Date shall mean the third Sunday in November.

ARTICLE III – CREDIT UNITS AND DURATION OF REGULAR
BENEFIT

(c) Guaranteed Annual Income Credit Unit

A Guaranteed Annual Income Credit Unit shall be deemed in all respects for all purposes the same as a Credit Unit credited pursuant to Article III, except that Guaranteed Annual Income Credit Units shall be credited only pursuant to the provisions of this Section (6).

(e) An Employee who is in Active Service in the Bargaining Unit on their ten year Continuous Service date shall be credited with 104 credit units.

(c09 Addendum)

(7) APPLICABILITY OF CREDIT UNITS

Credit Units credited to Hourly and Salaried Employees, shall be applicable to the Hourly and Salary Fund, respectively.

(8) SPECIAL DETERMINATION OF “AT WORK”

With respect to the provisions of Sections (2)(c), (3)(b) and (6)(a) of this Article III, an Employee, who reports for work at the expiration of a sick leave of absence or for whom there is no work available in line with the Employee's Continuous Service and who then is placed on layoff status, shall be deemed to have been "at work".

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS, AND APPEAL PROCEDURES

ARTICLE IV
APPLICATION, DETERMINATION OF ELIGIBILITY FOR
REGULAR BENEFITS, AND APPEAL PROCEDURES

(1) APPLICATIONS

(a) FILING OF APPLICATIONS

An application for a Regular Benefit may be filed either in person or by mail in accordance with procedures established by the Company. No application for a Regular Benefit shall be accepted unless it is submitted to the Company within 75 calendar days after the end of the Week with respect to which such application is made; provided, however, that if the amount of the applicant's Unemployment Insurance Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Regular Benefit or for a Regular Benefit in a greater amount than that previously paid, the applicant may apply within 75 calendar days after the date on which such basis for eligibility is established.

(b) APPLICATION INFORMATION

Applications filed for a Regular Benefit will include:

- (1) in writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Regular Benefit and the amount thereof; and
- (2) with respect to a Regular Benefit, the exhibition of the Employee's Unemployment Insurance Benefit cheque or other evidence satisfactory to the Company of either

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS, AND APPEAL PROCEDURES

- (i) receipt of or entitlement to an Unemployment Insurance Benefit; or
- (ii) ineligibility for an Unemployment Insurance Benefit only for one or more of the reasons specified in Section (1)(c) of Article I.

(2) DETERMINATION OF ELIGIBILITY

(a) APPLICATION PROCESSING BY COMPANY

When an application is filed for a Regular Benefit under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Regular Benefit. The Company shall advise the Employee of the number of Credit Units cancelled for each Regular Benefit payment and the number of Credit Units remaining after such payment.

(b) NOTIFICATION TO TRUSTEE TO PAY

If the Company determines that a Regular Benefit is payable, it shall deliver prompt written notice to the Trustee to pay the Regular Benefit.

(c) NOTICE OF DENIAL OF REGULAR BENEFITS

If the Company determines that an Employee is not entitled to a Regular Benefit, it shall notify the Employee promptly, in writing, of the reason(s) for the determination.

(d) UNION COPIES OF APPLICATIONS AND DETERMINATIONS

The Company shall furnish promptly to a Union member of the Local Committee copies of all Company determinations of Regular Benefit ineligibility or overpayment.

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS, AND APPEAL PROCEDURES

(3) APPEALS

(a) APPLICABILITY OF APPEALS PROCEDURE

- (1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section (3).
- (2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(b) PROCEDURE FOR APPEALS

(1) FIRST STAGE APPEALS

- (i) For non-Windsor Plants an Employee may appeal from the Company's written determination with respect to the payment or denial of a Regular Benefit by filing a written appeal with the Local Committee on a form provided for that purpose. If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be filed directly with the Board. In situations where a number of Employees had filed applications for Regular Benefits under substantially identical conditions, an appeal may be filed with respect to one of such Employees in accordance with the procedures established by the Board, and the decision thereon shall apply to all such Employees. Appeals concerning determinations made in connection with Section (1)(c)(v) of Article I (contrary to intent of Plan) shall be made directly to the Board.
- (ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination appealed. If the appeal is mailed the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS. AND APPEAL PROCEDURES

- (iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve the appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any 2 members of the Local Committee, at the request of the Employee may refer the matter to the Board for disposition.

(2) APPEALS TO THE BOARD OF ADMINISTRATION

- (i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee. Appeals from Employees of all Windsor Plants shall be made directly to the Board.
- (ii) Appeals shall specify in writing the manner in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.
- (iii) Appeals by the Local Committee to the Board with respect to Regular Benefits shall be made within 20 days following the date the appeal is first considered at a meeting of the Local Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Regular Benefits shall be made within 30 days following the date notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.
- (iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board. These regulations and procedures will provide that in situations where a number of Employees had filed applications for Regular Benefits under substantially

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS, AND APPEAL PROCEDURES

identical conditions, an appeal may be made from the Local Committee to the Board with respect to one of such Employees, and the decision of the Board thereon shall apply to all such Employees.

- (v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.
- (vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, the Trustee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any Court or Labour Board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.
- (vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Board.

(c) REGULAR BENEFITS PAYABLE AFTER APPEAL

In the event that an appeal with respect to entitlement to a Regular Benefit is decided in favour of the Employee, the Regular Benefit shall be paid; provided, however, that if the payment of the Regular Benefit requires Credit Unit cancellation, the Regular Benefit shall be paid only if the Employee did not exhaust Credit Units after the Week of the Regular Benefit in dispute during the same period of layoff.

ARTICLE IV – APPLICATION, DETERMINATION OF ELIGIBILITY
FOR REGULAR BENEFITS. AND APPEAL PROCEDURES

- (d) With respect to the appeal provisions set forth under this Section (3) only, the term Employee shall include any person who received or was denied the Regular Benefit in dispute.

**ARTICLE V
ADMINISTRATION OF THE PLAN**

(1) POWERS AND AUTHORITY OF THE COMPANY

(a) COMPANY POWERS

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article including, without limitation, the following:

- (1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan;
- (2) to investigate the correctness and validity of information furnished with respect to an application for a Regular Benefit;
- (3) to make initial determinations with respect to Regular Benefits;
- (4) to establish reasonable rules, regulations and procedures concerning:
 - (i) the manner in which and the times and places at which applications shall be filed for Regular Benefits, and
 - (ii) the form, content and substantiation of applications for Regular Benefits.In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board;
- (5) to designate a location where laid off Employees may appear for the purpose of complying with the Plan requirements;
- (6) to determine the Maximum Funding of each Fund and CUCB;
- (7) to establish appropriate procedures for giving notices required to be given under the Plan;
- (8) to establish and maintain necessary records.

(b) **COMPANY AUTHORITY**

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

(2) BOARD OF ADMINISTRATION OF THE PLAN

(a) **COMPOSITION AND PROCEDURE**

- (1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate.

In the event a member is absent from a meeting of the Board, an alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

- (2) The members of the Board shall appoint an Impartial Chairperson, who shall serve until requested in

writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairperson, the Minister of Labour shall make the appointment; provided, however, that such appointee shall be a jurist of repute. The Impartial Chairperson shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which the other members of the Board shall have been unable to dispose of by majority vote, except that the Impartial Chairperson shall have no vote concerning determinations made in connection with Section (1)(c)(v) of Article I (contrary to the intent of the Plan).

- (3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes, the vote of any absent members being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.
- (4) Neither the Board nor Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

(b) POWERS AND AUTHORITY OF THE BOARD

- (1) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Regular Benefit under the terms of the Plan, and, if so, the amount of the Regular Benefit. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section (3)(b) of Article IV.
- (2) The Board shall be empowered and authorized and shall have jurisdiction to:
 - (i) hear and determine appeals by the Employees;
 - (ii) obtain such information as the Board shall deem necessary in order to determine such appeals;
 - (iii) prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals.
 - (iv) direct the Company to notify the Trustee to pay Regular benefits pursuant to determinations made by the Board;
 - (v) to have prepared and distributed on behalf of the Board information explaining the Plan;
 - (vi) to rule upon disputes as to whether any Short Work Week resulted from an act of God as defined in Article VI, Section (5)(d)(1);
 - (vii) to rule upon disputes as to whether any Short Work Week, occurring during a period when the applicable CUCB is less than \$760, is deemed to be Scheduled or Unscheduled; and
 - (viii) perform such other duties as are expressly conferred upon it by the Plan.
- (3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Regular

ARTICLE V – ADMINISTRATION OF THE PLAN

Benefits as provided for therein, or any other provisions of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

- (i) whether the first stage of appeal, or appeal to the Board was made within the time and in the manner specified in Section (3)(b) of Article IV,
 - (ii) whether the Employee is eligible with respect to the Regular Benefit claimed, and, if so,
 - (iii) the amount of any Regular Benefit payable.
- (4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board-established procedures.
- (5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefore by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.
- (6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.
- (7) The Board shall provide for a Local Committee at each non-Windsor Plant of the Company to handle appeals from determinations as provided in Section (3)(b)(1) of Article IV; except determinations made in connection with Section (1)(c)(v) of Article I (contrary to intent of Plan).
- (i) The Local Committee shall be composed of 2 members designated by the Company members of the Board and 2 members designated by the Union members of the Board. Either the Company or the Union

members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

- (ii) Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be by a majority of the votes cast.

(3) DETERMINATION OF DEPENDENTS

In determining an Employee's Dependents for purposes of Regular Benefit determinations, the Company (and the Board) shall be entitled to rely upon the official form filed by the Employee with the Company for income tax withholding purposes, and the Employee shall have the burden of establishing entitlement to a different number of withholding exemptions than claimed on such form.

(4) TO WHOM REGULAR BENEFITS ARE PAYABLE IN CERTAIN CONDITIONS

Regular Benefits shall be payable only to the eligible Employee except that if the Board shall find that the Employee is deceased or is unable to manage their affairs for any reason, any Regular Benefit payable shall be paid to their duly appointed legal representative, if there be one, and if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Regular Benefit so paid shall be a complete discharge of any liability with respect to such Regular Benefit. In the case of death, no Regular Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

(5) NONALIENATION OF REGULAR BENEFITS

No Regular Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind other than an Authorization for Check-Off of Dues and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any Regular Benefit due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in the Regular Benefit and apply the amount of such Regular Benefit to or for the benefit of the Employee, the Employee's spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to the Regular Benefit.

(6) APPLICABLE LAW

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario and the Income Tax Act and the administrative rules of Revenue Canada, except that the eligibility of an Employee for, and the amount and duration of, Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada.

**ARTICLE VI
FINANCIAL PROVISIONS AND REPORTS**

(1) ESTABLISHMENT OF FUNDS

The Company shall maintain two separate and distinct trust funds, an Hourly Fund and a Salary Fund, in accordance with this Plan, with a qualified trust company or companies selected by the Company as Trustee. The Company's contributions shall be made into the Funds, the assets of which shall be held, invested and applied by the Trustee, all in accordance with the Plan. Regular Benefits shall be payable only from the Funds. The Company shall provide in the agreement with the Trustee that the assets of the Funds shall be held in cash and/or invested in those investments, mortgages excepted, which are authorized under the Canadian and British Insurance Companies Act. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

(2) MAXIMUM FUNDING

(a) HOURLY FUND

The Maximum Funding of the Hourly Fund for each calendar month shall be determined by multiplying the Average Full Benefit Rate by 12, and this result by the sum of the average number of Hourly Employees:

- (1) in Active Service, and
- (2) laid off from work but who have Credit Units and are not included in (1).

Such average number of Employees is to be determined by the Company as the average during 52 consecutive Weeks ending with the 3rd Sunday preceding the first Monday in the month for which the Maximum Funding is being determined.

(b) SALARY FUND

The Maximum Funding of the Salary Fund for each calendar month shall be determined by multiplying the Average Full Benefit Rate by 9 and this result by the sum of the average number of Salaried Employees:

- (1) in Active Service, and
- (2) laid off from work but who have Credit Units and are not included in (1).

Such average number of Employees is to be determined by the Company as the average during 52 consecutive Weeks ending the 3rd Sunday preceding the first Monday in the month for which the Maximum Funding is being determined.

(c) AVERAGE FULL BENEFIT RATE

- (1) The Average Full Benefit Rate for the purpose of determining Maximum Funding shall be computed monthly and shall be the amount determined by dividing
 - (i) the total dollar amount of all Full Benefits paid during the 12 months immediately preceding the month for which Maximum Funding is being determined by
 - (ii) the number of such Full Benefits paid.
- (2) A Full Benefit shall mean a Regular Benefit which has not been reduced because of Other Compensation as defined in Section (2)(a) of Article II, and a Levelling Week Benefit.

(3) CREDIT UNIT CANCELLATION BASE

- (a) A CUCB shall be determined for each calendar month in the following manner:

The current market value of the total assets in each Fund as of the close of business on the last day of the immediately preceding month as certified by the Trustee (plus as provided in Section (5)(d) of this Article additional contribution amounts, if any, to be added to

the market value of the assets for Automatic Short Week Benefits for Scheduled Short Work Weeks paid during the previous month), shall be divided by the average number of Hourly or Salaried Employees, as the case may be, used in determining Maximum Funding for each Fund for such month.

- (b) The CUCB for any particular month shall be applied to each of the Pay Periods beginning within such month; provided, however, that whenever the CUCB for any particular month beginning on or after September 24, 2012 is less than \$698.40, the CUCB shall be applied only to the first Pay Period beginning within such month; and thereafter there shall be determined a CUCB for each Pay Period until the CUCB for a particular Pay Period equals or exceeds the CUCB stated for such period. When the CUCB for a particular Pay Period equals or exceeds the CUCB stated for such period, the CUCB shall be applied to each Pay Period until a CUCB for the following calendar month shall be applicable. In determining the CUCB for a particular Pay Period, the current market value of the total assets in the appropriate Fund as of the close of business on Friday preceding such Pay Period, as certified by the Trustee, (plus as provided in Section (5)(d) of this Article, additional contribution amounts, if any, to be added to the market value of the assets for Automatic Short Week Benefits for Scheduled Short Work Weeks paid during the previous month), shall be used.

(4) FINALITY OF DETERMINATION

No adjustment in the Maximum Funding or the CUCB of any Fund shall be made on account of any subsequently discovered error in the computation, or the figures used in making the computations, unless such adjustment is practicable. Any adjustment made shall only be prospective in effect, unless such adjustment would be substantial in the

opinion of the Company. Nothing in the foregoing shall be construed to excuse the Company from making up any shortage in the contributions to any Fund.

(5) COMPANY CONTRIBUTIONS

A. HOURLY FUND

With respect to each Pay Period which commences within a month for which the market value of the assets of the Hourly Fund (determined as of the close of business on the last day of the immediately preceding month), as certified by the Trustee, is less than the Maximum Funding, the Company shall make a contribution to the Hourly Fund equal to the lesser of the following amounts:

- (1) The amount required to increase the value of the assets of the Hourly Fund (determined as of the date set forth above) to, but not in excess, of 100% of the Maximum Funding of the Hourly Fund; or
- (2) (a) An amount determined by multiplying
 - (i) the number of straight time hours, time and one-half hours, and double time hours, respectively, for which Hourly Employees shall have received pay from the Company (excluding any hours for which benefits hereunder or under the Automatic Short Week Benefit Plan are payable to Hourly Employees) for such Pay Period, by
 - (ii) a number of cents-per-hour, depending upon the percentage relationship of the value of the assets of the Hourly Fund to the Maximum Funding of such Fund, as determined in accordance with Table A below for each such Pay Period that begin on or after September 24, 2012;

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (c) the total of any contributions made for months within such calendar year pursuant to subsection (2) of this subsection (5)(d), but not in excess of the amount necessary to increase the market value of the assets of the Hourly Fund to 100% of Maximum Funding.

The term "act of God" as used in this subsection means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts.

- (2) With respect to a month for which the CUCB is less than \$760, the Company, in addition to any contribution under Subsection (a) or (b) of this Section, shall contribute to a Fund the lesser of:
 - (i) the amount of any Automatic Short Week Benefits paid for Scheduled Short Work Weeks commencing during the preceding month which were offset against Company contributions in accordance with Subsection (g) of this Section; or
 - (ii) the amount necessary to bring the CUCB up to \$760 for the month with respect to which the contribution is made.

The amount of any such contribution under this Subsection (d) will be added to the market value of the assets of such Fund for purposes of determining the CUCB to be used for all purposes under the Plan for the month with respect to which any such contribution is made to such Fund.

E. CONTRIBUTIONS BASED ON ADVANCE CREDIT ACCOUNT

If after any required contributions are made under Subsection (a) or (b) and (d) of this Section, the CUCB would otherwise be less than

lesser number of hours required to reach the next higher percentage) shall be multiplied by the applicable lesser cents-per-hour set forth in the appropriate table for the next higher percentage.

B. SALARY FUND

With respect to each Pay Period which commences within a month for which the market value of the assets of the Salary Fund (determined as of the close of business on the last day of the immediately preceding month) is less than the Maximum Funding for such Fund, the Company shall make a contribution to the Salary Fund equal to the lesser of the following amounts:

- (1) The amount required to increase the value of the assets of the Salary Fund (determined as of the date set forth above) to but not in excess of, 100% of the Maximum Funding of the Salary Fund; or
- (2) An amount determined by multiplying
 - (i) the number of straight time hours, time and one-half hours, and double time hours, respectively, for which Salaried Employees shall have received pay from the Company for such Pay Period, excluding the number of hours for which Salaried Employees shall have received pay for casual absence or under the Salary Continuation Plan and also excluding any hours for which Salaried Employees shall have received Benefits hereunder (and subject to the reductions provided for in Subsection (g) of this Section), or under the Automatic Short Week Benefit Plan are payable to Salaried Employees) for such Pay Period, by
 - (ii) a number of cents-per-hour, depending upon the percentage relationship of the value of the assets of the Salary Fund to the Maximum

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

Funding of such Fund, as determined in accordance with the following table :

TABLE A
(For Pay Periods Beginning On Or After 9/24/2012)

Percentage Relationship of Assets to Funding	of Fund Maximum	Applicable Number of Cents per Straight Time Hour	Applicable Number of Cents per Time and One-Half Hour	Applicable Number of Cents per Double Time Hour
At Least	But Less Than			
85.0%	100.0%	\$0.24	\$0.30	\$0.36
77.5%	85.0%	\$0.26	\$0.32	\$0.38
70.0%	77.5%	\$0.29	\$0.35	\$0.41
62.5%	70.0%	\$0.34	\$0.40	\$0.46
55.0%	62.5%	\$0.41	\$0.47	\$0.53
47.5%	55.0%	\$0.49	\$0.55	\$0.61
40.0%	47.5%	\$0.53	\$0.59	\$0.65
32.5%	40.0%	\$0.73	\$0.79	\$0.85
25.0%	32.5%	\$0.74	\$0.80	\$0.86
17.5%	25.0%	\$0.75	\$0.81	\$0.87
10.0%	17.5%	\$0.76	\$0.82	\$0.88
2.5%	10.0%	\$0.77	\$0.83	\$0.89
Less than	2.5%	\$0.78	\$0.84	\$0.90

- (1) If, for any such Pay Period, the total number of hours for which Salaried Employees shall have received pay from the Company when multiplied by the applicable number of cents-per-hour are more than the number of hours required to increase the value of the assets of the Salaried Fund to the next higher percentage of Maximum Funding, only the number of hours required to reach the next such higher percentage shall be

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

multiplied by the applicable cents-per-hour set forth in the appropriate table. The remaining hours (the difference between the total number of hours and the lesser number of hours required to reach the next higher percentage) shall be multiplied by the applicable lesser cents-per-hour set forth in the appropriate table for the next higher percentage.

- A. Contributions with respect to Employees at any additional Plants at which the Collective Bargaining Agreement becomes applicable shall commence with respect to the first Pay Period beginning after the date of the agreement extending the Collective Bargaining Agreement to Employees in the new Bing Unit.

B. SHORT WORK WEEK CONTRIBUTIONS

- (1) If the market value of the assets of the Hourly Fund as of the preceding December 31 is less than 100% of Maximum Funding, the Company shall make a contribution to the Hourly Fund, if required by the following computation, in an amount equal to the amount, if any, by which
- (a) the total dollar amount of Automatic Short Week Benefits paid during Pay Periods beginning in the preceding calendar year (excluding any such Benefit paid for a layoff resulting exclusively from an act of God, as defined below, or part of such Benefit attributable to the period during which the act of God continues to necessitate the layoff) exceeds
 - (b) the amount determined by multiplying eight cents (\$.08) by the total number of hours for which Hourly Employees received pay from the Company based upon which contributions were or would have been required to be paid to the Fund during Pay Periods beginning in such calendar year, minus

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (c) the total of any contributions made for months within such calendar year pursuant to subsection (2) of this subsection (5)(d), but not in excess of the amount necessary to increase the market value of the assets of the Hourly Fund to 100% of Maximum Funding.

The term "act of God" as used in this subsection means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts.

- (2) With respect to a month for which the CUCB is less than \$760, the Company, in addition to any contribution under Subsection (a) or (b) of this Section, shall contribute to a Fund the lesser of:
 - (i) the amount of any Automatic Short Week Benefits paid for Scheduled Short Work Weeks commencing during the preceding month which were offset against Company contributions in accordance with Subsection (g) of this Section; or
 - (ii) the amount necessary to bring the CUCB up to \$760 for the month with respect to which the contribution is made.

The amount of any such contribution under this Subsection (d) will be added to the market value of the assets of such Fund for purposes of determining the CUCB to be used for all purposes under the Plan for the month with respect to which any such contribution is made to such Fund.

E. CONTRIBUTIONS BASED ON ADVANCE CREDIT ACCOUNT

If after any required contributions are made under Subsection (a) or (b) and (d) of this Section, the CUCB would otherwise be less than

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (i) \$91.02 if such Pay Period begins on or after January 1, 2008, the Company shall make additional contributions from the Advance Credit Account to the Fund equal to the lesser of:
 - (1) an amount sufficient to pay Regular Benefits otherwise due and payable under the Plan and maintain the CUCB at
 - (i) \$91.02 for such Pay Period on or after September 24, 2012, for such period after deducting the amount of such Regular Benefits; or
 - (2) a total amount equal to \$43,700,000 less the sum of contributions previously made under this Subsection (5)(e) and not subsequently recovered.
- The total amount of contributions made to the Fund by the Company under this Subsection (5)(e) shall be immediately recoverable by the Company, as provided under Subsection (5)(h)(1)(iv) of this Article. As subsequent contributions are required to be made under this Subsection (5)(e), such contributions shall be made first from any current balance of contributions previously made and subsequently recovered. As of the time the market value of the Fund assets are determined periodically by the Trustee, there shall be added to such market value amount, when required by the provisions of Subsection (4)(a) of Article III for purposes only of calculating the CUCB to determine the credit unit cancellation rate as set forth in the tables in Subsection (4)(a) of Article III; the amount of any current balance of contributions previously made and subsequently recovered. Such making, recovery and again making available contributions by the Company shall continue to be repeated as necessary; provided, however, that the outstanding balance of contributions made by the Company and not yet recovered at any point in time cannot exceed

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

the maximum amount provided under Subsection (5)(e)(2).

F. ADDITIONAL COMPANY CONTRIBUTIONS

If after any required contributions are made to the Hourly Fund under Subsection (a) or to the Salary Fund under Subsection (b), and to either Fund under Subsection (d) of this Section for any Pay Period, the applicable Fund does not have sufficient assets to pay Regular Benefits otherwise due and payable under the Plan, and if there are applications due and payable for Regular Benefits for Weeks as follows:

- (1) Weeks beginning on or after September 24, 2012 during which the CUCB exceeded \$91.02; the Company shall make an additional contribution to the applicable Fund equal to the amount of such Regular Benefits.

G. CONTRIBUTIONS BASED ON GUARANTEED BENEFIT ACCOUNT

If after any required contributions are made to the Hourly Fund under Subsection (a) or to the Salary Fund under Subsection (b), and to either Fund under Subsections (d), (e) and (f) of this Section, the applicable Fund does not have assets to pay Regular Benefits otherwise due and payable under the Plan to Employees with ten (10) or more years of Continuous Service, the Company shall make an additional contribution to the applicable Fund equal to the lesser of:

- (1) an amount sufficient to pay such Regular Benefits;
or
- (2) an amount equal to

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

(A) \$9,350,000 for Hourly, and \$155,000 for Salary, less

(B) the sum of contributions previously made under this Subsection (g) for Pay Periods beginning on or after September 24, 2012 and not subsequently recovered. The total amount of contributions made to the Fund by the Company under this Subsection (5)(g) and the corresponding provisions of the prior Supplemental Unemployment Benefits Plans, beginning with the 1979 Supplemental Unemployment Benefit Plan shall be immediately recoverable by the Company, as provided under subsection (5)(h)(1)(v) of this Article, it being understood that any such recovery on and after October 11, 1999 of the contributions made before that date shall not in any way increase the maximum amount of Company contributions provided in this subparagraph (B). The making, recovery, and again making of contributions by the Company under Subsections (5)(g) and (5)(h) shall be repeated as necessary; provided, however, that the outstanding balance of such contributions made by the Company on and after September 24, 2012 and not recovered at any point in time thereafter shall not exceed the maximum amount provided under Subsection (5)(g)(2)(A).

H. REDUCTIONS IN CONTRIBUTIONS

- (1) The contributions to the Hourly Fund, as determined under Subsection (a) and (d) of this Section (5), shall be reduced by:
 - (i) the amount of any Automatic Short Week Benefits paid by the Company in accordance with the Automatic Short Week Benefit Plan for the period to Hourly Employees (other than Automatic Short Week Benefits for Scheduled

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- Short Work Weeks in Pay Periods with respect to which the CUCB applicable to the Hourly Fund is less than \$760); and
- (ii) the amounts of any Separation Payments paid by the Company in accordance with the Separation Payment Plan; and
 - (iii) the amount of any Company contributions to the Hourly Fund under subsection (f) above; and
 - (iv) if the total Company contributions to the Fund during a Pay Period under Subsections (a) and (d) exceed the total amount of Regular Benefits paid from the Fund during such Pay Period, an amount equal to five cents-per-hour times the total number of hours for which Hourly Employees shall have received pay from the Company (excluding any hours for which Benefits hereunder are payable) during such Pay Period but not more than the amount by which the total contributions to the Fund exceed the total amount of Regular Benefits paid from the Fund during such Pay Period and not more than the amount of any current balance of contributions previously made but not recovered under Section (5)(e) of this Article; and
 - (v) if the total Company contributions to the Fund during a Pay Period under subsections (a) and (d) above exceed the total amount of Regular Benefits paid from the Fund during such Pay Period, an amount equal to five cents-per-hour times the total number of hours for which Hourly Employees shall have received pay from the Company (excluding any hours for which Benefits hereunder are payable) during such Pay Period but not more than the amount by which the total contributions to the Fund exceed the total amount of Regular Benefits paid from the Fund during such Pay Period and not more

than the amount of any current balance of contributions previously made but not recovered under Section (5)(g) of this Article; provided, however, that no reduction in contributions to the Fund shall be made under this item (v) until all required reductions under item (iv) above have been completed and provided further that no reduction in contributions to the Fund shall be made under this item (v) to recover any outstanding balance of contributions made on or after September 24, 2012 under Section (5)(g) of this Article until all required reductions have been completed under this item (v) to recover the entire amount of the outstanding balance of contributions made by the Company under the corresponding provisions of Supplemental Unemployment Benefit Plans prior to this Plan, beginning with the 1979 Supplemental Unemployment Benefit Plan, but not recovered before September 24, 2012.

(2) SALARY FUND

The contributions to the Salary Fund, as determined under Subsection (b) and (d) of this Section (5), shall be reduced by:

- (i) the amounts of Automatic Short Week Benefits paid by the Company for the period to Salaried Employees (other than Automatic Short Week Benefits paid for Scheduled Short Work Weeks in Pay Periods with respect to which the CUCB applicable to the Salary Fund is less than \$760); and
- (ii) the amounts of any Separation Payments paid by the Company in accordance with the Separation Payment Plan; and

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (iii) the amount of any Company contributions to the Salary Fund under Subsection (f) above; and
- (iv) if the total Company contributions to the Fund during a Pay Period under subsection (b) above exceed the total amount of Regular Benefits paid from the Fund during such Pay Period, an amount equal to five cents-per-hour times the total number of hours for which Salaried Employees shall have received pay from the Company (excluding any hours for which Benefits hereunder are payable) during such Pay Period but not more than the amount by which the total contributions to the Fund exceed the total amount of Regular Benefits paid from the Fund during such Pay Period and not more than the amount of any current balance of contributions previously made but not recovered under Section (5)(g) of this Article.

I. DEFINITION OF SCHEDULED AND UNSCHEDULED SHORT WORK WEEK

- (1) For purposes of this Plan and of the Automatic Short Work Week Benefit Plan, a Scheduled Short Work Week with respect to an Employee is a Short Work Week which Management schedules in order to reduce the production of the Plant, department, or other unit in which the Employee works, to a level below the level at which production of such Plant, department, or unit would be for the Week were it not a Short Work Week, but only where such reduction of production is for the purpose of adjusting production to customer demand, or in the case of a Salaried Employee whose work is not closely related to production, is any Short Work Week, other than described in Subsection (i)(2)(ii) or (i)(2)(iii) below, and other than a Short Work Week which Management schedules because of circumstances

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

beyond its control (such circumstances would include but are not limited to fires, floods, material shortages, or labour disputes), if such circumstances prevent the Salaried Employee from performing their normal work.

- (2) For purposes of this Plan and of the Automatic Short Week Benefit Plan, an Unscheduled Short Work Week with respect to an Employee is any Short Work Week:
 - (i) which is not a Scheduled Short Work Week as defined in paragraph (1) of this Subsection;
 - (ii) in which an Employee returns to work from layoff to replace a separated or absent Employee (including an Employee failing to respond or tardy in responding to call), or returns to work, after a full Week of layoff, in connection with an increase in production, but only to the extent that the Short Work Week is attributable to such cause, or
 - (iii) in which the Employee last works during the 2 Weeks immediately preceding the end of a model run in the Employee's department, or returns to work during the 6 Weeks immediately following the start of a new model run in the Employee's department, but not to exceed 1 Week in each case within a calendar year.
- (3) For any Short Work Week which includes both Scheduled and Unscheduled Short Work Week circumstances with respect to an Employee:
 - (i) the number of hours by which 40 exceeds the Compensated or Available Hours will be deemed to be hours for which an Automatic Short Week Benefit for a Scheduled Short Work Week is paid to the extent such hours do not

exceed the hours not worked for reason set forth in Paragraph (1) of Subsection (i) and,

- (ii) any remaining hours will be deemed to be hours for which an Automatic Short Week Benefit for an Unscheduled Short Work Week is paid.

(4) The Company

- (i) will, at the time of any Short Work Week layoff that occurs when the applicable CUCB is less than \$760 and involves a substantial number of Employees (other than a Short Work Week resulting from an act of God as defined in Subsection (5)(d)(1) of this Article), give verbal notice to the Union members of the Local Committee of the number of such Employees laid off, by department, and the reason or reasons for such Short Work Week, and
- (ii) will, at the time of any Short Work Week layoff that results from an act of God, as defined in Subsection (5)(d)(1) of this Article, give verbal notice to the Union members of the Local Committee of the number of Employees laid off, by department, and the reason or reasons for such Short Work Week. In addition, with respect to any such Short Work Week, a written notice shall be given to the Union members of the Local Committee and to the Union no later than the end of the Week following the Short Work Week, showing, by department, the number of Employees involved, the total amount of Automatic Short Week Benefits payable, and with respect to (i) above, the reason or reasons for the Short Work Week, and with respect to (ii) above, an explanation of the incident which caused the Company to determine that the Layoff was the result of an

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

act of God, as defined in Subsection (5)(d)(1) of this Article.

J. WHEN CONTRIBUTIONS ARE PAYABLE

Each contribution by the Company shall be made on the first regularly scheduled work day in the second calendar week following the pay day for the Pay Period with respect to which the contribution is being made.

K. EFFECT OF WITHHOLDING

If the Company at any time shall be required to withhold any amount from any contribution to the Fund by reason of any federal, provincial, or municipal law or regulation, the Company shall have the right to deduct such amount from the contribution and pay only the balance to the Fund.

L. NO CONTRIBUTION OBLIGATION

Notwithstanding any other provisions of this Plan, the Company shall not be obligated to make any contribution to:

- (1) the Hourly Fund with respect to any Pay Period which begins within a month for which the market value of the assets in the Hourly Fund determined as of the close of business on the last day of the immediately preceding month is equal to or in excess of the Maximum Funding for such Fund and no contribution to the Hourly Fund for any Pay Period shall be in excess of the amount necessary to bring such total market value of the assets in the Hourly Fund up to the Maximum Funding for such Fund.
- (2) the Salary Fund with respect to any Pay Period which begins within a month for which the market value of the assets in such Fund determined as of the close of business on the last day of the immediately preceding month is equal to or in excess of the Maximum Funding for such Fund and

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

no contribution to the Salary Fund for any Pay Period shall be necessary to bring such total market value of the assets in the Fund up to the Maximum Funding for such Fund.

(6) LIABILITY

- (a) The provisions of these Articles I through VIII constitute the entire Plan. The provisions of this Article with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Regular Benefits. The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in any Fund (other than as contributions by the Company may be required under the provisions of this Article, when the market value of the assets of any Fund is less than the Maximum Funding); and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.
- (b) The Board, the Company, and Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.
- (c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(7) NO VESTED INTEREST

No employee shall have any right, title, or interest in or to any of the assets of any Fund, or in or to any Company contribution thereto.

(8) COMPANY REPORTS

The reports provided for in this Section shall be furnished separately, where appropriate, for Hourly Employees and Salaried Employees, respectively.

(a) MARKET VALUE OF FUND ASSETS

Not later than the third Tuesday following the first Monday of each month the Company shall furnish a statement to the Union, based on reports from the Trustee, showing for each Fund a reconciliation of the Fund's activity during the preceding month. The total market value of each Fund will be determined as of the close of business on the last day of each month. The reconciliation for the monthly period reported will show the amount and type of Company contributions received by each Fund by date, the total amount of Regular and Levelling Week Benefits paid from each Fund, the amount of any expenses charged to each Fund and the amount of gain or loss in the assets of each Fund.

(b) COMPANY PAYMENTS NOT RECOVERED FROM COMPANY CONTRIBUTIONS

Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing for each Fund, with respect to the preceding month's activity, a reconciliation of the amount, if any, of payments paid by the Company which could not be offset against Company contributions to each Fund and which were deducted from the market value of the assets in each Fund in determining the relationship of the assets of each Fund to Maximum Funding. Such reconciliation will show the total amount of any such additional Company payments paid and the total amount of such Company payments deducted from the Company contributions, during the period covered by the report.

(c) MAXIMUM FUNDING AND CUCB

Not later than the third Tuesday following the first Monday of each month the Company shall with respect to each Fund notify the Board and the Union of the amount of the Maximum Funding and the CUCB as determined by it from time to time, under the Plan and shall furnish a statement showing the Average Full Benefit Rate (showing a breakdown of the included number and amount of Full Benefits paid) and the numbers of Employees in each category in each Week and average number used in determining Maximum Funding.

(d) CONTRIBUTIONS AND DIRECT COMPANY PAYMENTS

Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing for each Fund for the preceding month:

- (1) The number of hours for which Employees shall have received pay from the Company and the number of such hours with respect to which the Company shall not have made contributions to each Fund as provided in Section (5)(l) of this Article during each period for which contributions were made to each Fund or would have been made to each Fund, except for the provision of Section (5)(l) of this Article.
- (2) The amount of the Company contributions to each Fund (showing the number of hours and the amount contributed at each applicable number of cents per hour) and the amount of any Scheduled Short Work Week contribution by the Company.
- (3) The amount of Automatic Short Week Benefits by which the respective amounts determined in (2) above were reduced.

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (4) The number and amount of Separation Payments by which the amount determined in (2) above were reduced.
- (5) The amount of contributions the Company shall have made to the Fund in accordance with Section 5 (e) of this Article VI.
- (6) The amount of contributions the Company shall have made to each Fund in accordance with Section (5)(f) of this Article VI, including the amount of any recovery of such contributions made by the Company, pursuant to Section (5)(h)(1)(iv) and Section (5)(h)(2)(iv) of this Article VI.
- (7) The amount of contributions the Company shall have made to each Fund in accordance with Section (5)(g) of this Article VI.
- (8) The total amount of the Company contribution which was made to each Fund.

(e) BENEFITS PAID FROM EACH FUND

Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing the number and amount of payments, if any, made from each Fund during each Week of the preceding month, as:

- (1) Levelling Week Benefits
- (2) Regular Benefits paid to Employees who were eligible for an Employment Insurance Benefit shown separately as Regular Benefits paid with and without reduction for Other Compensation.
- (3) Regular Benefits paid without reduction for Other Compensation to Employees who were not eligible for an Employment Insurance Benefit for one or more of the reasons set forth in Section (1)(c) of Article I (excluding those Regular Benefits paid to Employees for the second week of an Employment Insurance waiting period), shown separately for reasons thereunder as follows and not included in any of the foregoing:

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (i) Section (1)(c)(ii) when maximum Regular Benefit amount applies;
 - (ii) all other items under Article I, Section (1)(c).
 - (4) Regular Benefits paid with reduction for Other Compensation to Employees who were not eligible for an Employment Insurance Benefit for one or more of the reasons set forth in Section (1)(c) of Article I, shown separately for reasons thereunder as follows and not included in any of the foregoing:
 - (i) Section (1)(c)(ii) when maximum Regular Benefit amount applies;
 - (ii) all other items under Article I, Section (1)(c).
 - (5) Regular Benefits paid to Employees who were eligible with respect to some but not all of the regular work days in a Week, as provided in Section (2)(c) of Article I, and not included in any of the foregoing, shown separately as Regular Benefits paid with and without reduction for Other Compensation.
- (f) On or before April 30 of each year, the Company shall furnish to the Union a statement, certified by a qualified independent firm of chartered accountants selected by the Company verifying the accuracy of the information furnished by the Company during the preceding year pursuant to Subsections (a), (b), (c), (d) and (e) of this Section (8).
- (g) The Company or the Trustee shall furnish annually to each Employee who received Regular Benefits, during the year, a statement showing the total amount received and any amount of tax withheld therefrom.
- (h) On or before April 30 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year, distributed according to the number of such Regular Benefits received.

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

- (i) On or before April 30 of each year, the Company shall furnish to the Union a statement showing the amount of any contributions made to the Hourly Fund in accordance with Subsection (5)(d)(1) of this Article for Automatic Short Week Benefit Payments.
- (j) On or before January 31 of each year, the Company shall furnish to the Union a statement showing the number of Employees to whom Guaranteed Annual Income Credit Units were credited on the preceding Guarantee Date, and the number of Credit Units, both distributed according to the Continuous Service brackets set forth in the table in Section (6) of Article III and according to the number of Credit Units which were credited (number above 13 being grouped in intervals of 5).
- (k) After December 31 of each year, the Company shall furnish to each Employee credited with Credit Unit as of each such date a statement showing the number of such Credit Units.
- (l) The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

(9) COST OF ADMINISTERING THE PLAN

(a) EXPENSE OF TRUSTEE

The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the respective Fund.

ARTICLE VI – FINANCIAL PROVISIONS AND REPORTS

(b) EXPENSE OF THE BOARD

The compensation of the Impartial Chairperson, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

The Company members and the Union members of the Board and of Local Committees shall serve without compensation from any Fund.

(c) COST OF SERVICES

The Company shall be reimbursed each year from the respective Fund for the cost to the Company of Trustee fees and auditing fees.

(10) REGULAR BENEFIT DRAFTS NOT PRESENTED

If the Trustee has segregated any portion of a Fund in connection with any determination that a Regular Benefit is payable under the Plan and the amount of such Regular Benefit is not claimed within a period of 2 years from the date of such determination, such amount shall revert to such Fund.

**ARTICLE VII
MISCELLANEOUS**

(1) GENERAL

(a) PURPOSE OF PLAN

It is the purpose of this Plan to supplement Unemployment Insurance Benefits and not to replace or duplicate them.

(b) RECEIPT OF REGULAR BENEFITS

Neither the Company's contributions nor any Regular Benefit paid under the Plan shall be considered a part of any Employee's wages for any purpose except as Regular Benefits are treated as if they were "wages" solely for purposes of income tax withholding as provided under the Federal and Provincial Income Tax Acts. No person who receives any Regular Benefit shall for that reason be deemed an Employee of the Company during such period.

(2) EFFECT OF REVOCATION OF INCOME TAX RULINGS

If any rulings which may be obtained by the Company holding that contributions to the Fund shall constitute currently deductible expenses under the Canadian Income Tax Act, as now in effect or as it may be hereinafter amended, or under any other applicable federal or provincial income tax law, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Collective Bargaining Agreement) except for the purposes set forth in Section (4)(b) of this Article.

(3) SUPPLEMENTATION OF UNEMPLOYMENT INSURANCE BENEFITS

If supplementation is no longer permitted by rulings from Canadian governmental authorities, or by amendments of the Employment Insurance Act, the parties shall endeavour to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an employee who is ineligible to receive an Employment Insurance Benefit for any of the reasons stated in Section (1)(c) of Article I of the Plan. Such Employee, if otherwise eligible, may apply for and receive a Regular Benefit under the Plan.

(4) AMENDMENT AND TERMINATION OF THE PLAN

- (a) As long as any Collective Bargaining Agreement of which this Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.
- (b) Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Funds shall be used to pay expenses of administration and to pay Regular Benefits to eligible Employees for a period of one year following termination, if not sooner exhausted. The Plan provisions with respect to the effect of a low CUCB on the payment of Regular Benefits shall not be applicable. At the expiration of the one year period, the parties shall

endeavour to negotiate a program for the orderly disposition of any remaining assets of the Funds for Employee benefits not inconsistent with the purposes of the Plan.

(5) INCLUSION OF OTHER COMPANY EMPLOYEES

It is hereby agreed that any other employees of the Company (or of any domestic subsidiary of Chrysler Canada Inc.) represented by the National Union (CAW-Canada) or any of its Local Unions, by written agreement between Chrysler Canada Inc. or the domestic subsidiary and the National Union or any such Local Union may be deemed and treated as Employees covered by this Plan, but nothing herein shall constitute such other employees and the Employees therefore covered by this Plan a single unit appropriate for the purpose of collective bargaining, or be evidence that they constitute such a unit.

(6) CHANGE IN STATUS OF HOURLY OR SALARIED EMPLOYEE

(a) SPECIAL TERMS DEFINED

As used in this Section, the term

- (1) "Change in Status" means a change in the status of a person from that of an Hourly Employee to that of a Salaried Employee, or from that of a Salaried Employee to that of an Hourly Employee;
- (2) "Prior Fund" means the Hourly Fund and "New Fund" means the Salary Fund in the case of Change in Status of an Hourly Employee to a Salaried Employee; and "Prior Fund" means the Salary Fund and "New Fund" means the Hourly Fund in the case of a Change in Status from Salaried Employee to an Hourly Employee.

(b) COMPANY CONTRIBUTIONS UPON CHANGE IN STATUS

- (1) In the event of a Change in Status of an Employee, any contribution payable by the Company with respect to hours for which the Employee shall have received pay occurring after such Change in Status shall be made to the New Fund, and any contribution payable by the Company with respect to hours for which the Employee shall have received pay occurring prior to such Change in Status shall be made to the Prior Fund.
- (2) In the event of a Change in Status of an Employee, any amounts for Automatic Short Week Benefits payable to the Employee by the Company for Short Work Weeks occurring after such Change in Status shall be offset against contributions to the New Fund, and any such amounts payable to the Employee by the Company for Short Work Weeks occurring prior to such Change in Status shall be offset against contributions to the Prior Fund. (Such offsets are provided for in Section (5)(g)(1)(i) and (5)(g)(2)(i) of Article VI.)
- (3) In the event of a Change in Status of an Employee a contribution will be made to the New Fund from the Prior Fund.

The amount of the contribution will be determined by multiplying

- i) The number of credit units determined under Section 6(c)(1) of this Article, by
- ii) The Average Full Benefit Rate of the New Fund as of the Change in Status Date as determined by Section (2)(c)(1) of this Article.

(c) CREDIT UNITS AND PAYMENT OF BENEFIT AFTER CHANGE IN STATUS

- (1) Upon a Change in Status of an Employee, all Credit Units outstanding in the Prior Fund on such date will be transferred to the New Fund.

- (2) After a Change in Status of an Employee, any Regular Benefit payable to such Employee shall be payable from the New Fund and the Credit Units of such Employee shall be cancelled at the rate applicable to the New Fund; however, if an Employee claims when making application for a Regular Benefit and it is established to the satisfaction of the Company that such Employee experienced a Change in Status within one calendar year preceding the last day worked in the Bargaining Unit, such Employee shall be entitled, if and to the extent that the Employee would have been eligible for Regular Benefits from the Prior Fund if there had been no Change in Status, to such Regular Benefits from the Prior Fund for any layoff commencing within a year following such Change in Status, and Credit Units shall be cancelled for each such Regular Benefit at the rate applicable to the Prior Fund for the Week for which such Regular Benefit shall be paid.

ARTICLE VIII

DEFINITIONS

As used herein:

- (1) "Active Service" - An Employee is in Active Service in any Pay Period for which the Employee draws pay; and for the sole purpose of Sections (2)(d)(2), (6)(a) and 6(d) of Article III, an Employee shall be deemed also to be in Active Service:
 - (a) while on an authorized vacation,
 - (b) while on an authorized leave of absence (other than a medical leave) which is limited, when issued, to 90 days or less,
 - (c) during the first 90 days on a medical leave of absence,
 - (d) while on a temporary layoff,
 - (e) while on a disciplinary layoff,
 - (f) while absent without leave up to 5 calendar days from the last day worked,
 - (g) while on strike.
- (2) "Advance Credit Account" means an amount which is determined in accordance with Article VI, Section (5)(e).
- (3) "Automatic Short Week Benefit" means the benefit payable in accordance with the Automatic Short Week Benefit Plan.
- (4) "Bargaining Unit" means a unit of Employees covered by the Collective Bargaining Agreement.
- (5) (a) "Base Hourly Rate" (excluding cost-of-living allowance and any other premiums) as to an Hourly Employee means, with respect to a

Regular Benefit, the Employee's straight-time hourly rate on the last day of work in the Bargaining Unit; except, that if the Employee had a higher straight-time hourly rate of record at any time during 13 consecutive weeks ending with the Week which includes the last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate.

- (b) "Base Weekly Salary" (excluding cost-of-living allowance and any other premiums) as to a Salaried Employee means, with respect to a Regular Benefit, the Employee's weekly salary during the Pay Period in which the Employee last worked in the Bargaining Unit; except, that if the Employee had a higher weekly salary of record during the 13 Week Period, Base Weekly Salary shall be such higher weekly salary.
- (c) the Base Hourly Rate and Base Weekly Salary determined under (a) or (b) above, shall be adjusted to include:
 - (1) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Regular Benefit is paid; and
 - (2) the amount of any wage increase which became effective (pursuant to the Collective Bargaining Agreement) after the day used to establish the Base Hourly Rate or Base Weekly Salary. In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked on the day for which the Base Hourly Rate or Base Weekly Salary was determined under (a) or (b) above. The Base Hourly Rate or Base Weekly Salary adjustment due to the

increase shall be effective with respect to Regular Benefits which may be payable for and subsequent to the Week in which such increase became or becomes effective.

- (6) "Board" means the Board of Administration under the Plan.
- (7) "Collective Bargaining Agreement" means any applicable collective bargaining agreement between the Company and the Union which incorporates this Plan, the Separation Payment Plan and the Automatic Short Week Benefit Plan, by reference.
- (8) "Company" means Chrysler Canada Inc.
- (9) "Continuous Service" or "Years of Continuous Service" means, for the purposes of this Plan, the total years of the latest period of unbroken service with the Company.
- (10) "Credit Units" mean the units determining duration of an Employee's Regular Benefits which are credited generally by reason of Weeks of Active Service and cancelled at specified rates for the payment of certain Regular Benefits and includes a Guaranteed Annual Income Credit Unit credited pursuant to Section (6) of Article III.
- (11) "CUCB" (Credit Unit Cancellation Base) means an amount determined periodically pursuant to the provisions of Section (3) of Article VI, by dividing the market value of the Fund by the sum of the number of Employees in Active Service plus those laid off with Credit Units.

- (12) "Dependent" means a person recognized as a dependent under the Canadian Income Tax Act for establishing an Employee's withholding tax exemptions.
- (13) "Employee" means an Employee in a Bargaining Unit.
 - (a) "Hourly Employee" means an Employee who at the particular time is paid on an hourly basis.
 - (b) "Salaried Employee" means an Employee who at the particular time is paid on a salary basis.
- (14) "Fund" means the Hourly Fund or the Salary Fund established under the Plan to receive and invest Company contributions and to pay Regular Benefits.
 - (a) "Hourly Fund" means the Fund which receives Company contributions and from which Regular Benefits may be payable to Hourly Employees.
 - (b) "Salary Fund" means the Fund which receives Company contributions and from which Regular Benefits may be payable to Salaried Employees.
- (15) "Guaranteed Benefit Account" means an amount which is determined from time to time in accordance with Article VI, Section (5)(f)(2).
- (16) "Insurance Program" means the insurance program incorporated into any Collective Bargaining Agreement.
- (17) "Local Committee" means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations.
- (18) "Pay Period" means as to an Hourly Employee a period beginning 12:01 a.m. Monday and ending 168

hours thereafter; as to a Salaried Employee a period beginning 12:01 a.m. Monday and ending 336 hours thereafter.

- (19) "Plan" means the Supplemental Unemployment Benefit Plan as set forth in this Exhibit A-1.
- (20) "Plant" means any manufacturing or assembly plant, parts depot, or other Company activity at which there are Employees.
- (21) (a) "Regular Benefit" means the benefit payable to an eligible Employee for a Week of layoff in which the Employee performed no work for the Company and for which the Employee received no jury duty pay, bereavement pay or military pay from the Company or for which the Employee received holiday pay from the Company if the Employee was not eligible for an Automatic Short Week Benefit for such Week.

(b) "Levelling Week Benefit" means the Regular Benefit payable to an eligible Employee because, with respect to the Week, the Employee was serving an Unemployment Insurance "waiting period" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement.
- (22) "Seniority" means Seniority status under the Collective Bargaining Agreement; and "Break in Seniority" means break in or loss of Seniority pursuant to the Collective Bargaining Agreement.
- (23) "Separation Payment" means a lump sum amount payable in accordance with the Separation Payment

ARTICLE VIII – DEFINITIONS

Plan to an eligible person by reason of qualified layoff and certain separations from the Company because of termination or disability.

- (24) "Short Work Week" means a Work Week during which an Employee has less than 40 Compensated or Available Hours as defined in the Automatic Short Week Benefit Plan and (a) during which the Employee performs some work for the Company or (b) during which the Employee received some jury duty pay, bereavement pay or military pay from the Company, or (c) for which the Employee receives only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available hours.
- (25) "Supplementation" means recognition of the right of a person to receive both an Employment Insurance Benefit and a Regular Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the Employment Insurance Benefit because of the payment of the Regular Benefit under the Plan.
- (26) "Trustee" means the trustee or trustees of any Fund established under the Plan.
- (27) "Employment Insurance" means an employment insurance benefit as defined by the Employment Insurance Act.
- (28) "Union" means National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada).

(29) "Week" when used in connection with eligibility for a computation of Regular Benefits with respect to an Employee means:

- (a) a period of layoff equivalent to a Work Week, or
- (b) a Work Week for which the total pay received or receivable by an Employee from the Company (including vacation pay considered applicable to such Work Week), and any amount of pay which could have been earned, computed, as if payable for hours made available by the Company but not worked (excluding however, hours not worked which the Employee had an option to refuse under the Collective Bargaining Agreement or could refuse without disqualification under Section (2)(b)(3) of Article I) is less than 65% of Weekly Straight-Time Pay.

"Week of layoff" shall include any such Week, provided, however, that if there is a difference between the starting time of a Work Week and of a week under Employment Insurance, the Work Week shall be paired with the Employment Insurance week which corresponds most closely thereto in time; except that if an Employee is ineligible for an Employment Insurance Benefit because of any of the reasons set forth in Section (1)(c) of Article I (excluding the reason under item (iv)) for the entire continuous period of layoff, the week under Employment Insurance shall be assumed to be the same as the Work Week. If an Employee becomes ineligible for an Insurance Benefit because of reasons set forth in Section (1)(c) of Article I, during a continuous period of layoff, the week under Employment Insurance shall be assumed to continue to be, for the duration of the layoff during which the Employee remains so ineligible, the 7-day period for which an Employment Insurance Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff.

- (30) "Weekly Straight-Time Pay" means an amount equal to an Hourly Employee's Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40; or to a Salaried Employee's Base Weekly Salary (as determined for a Regular Benefit).
- (31) "Work Week" means a period beginning at 12:01 a.m. Monday and ending 168 hours later.

**EXHIBIT A – 2
SEPARATION PAYMENT PLAN**

(1) ELIGIBILITY

- (a) An Employee shall be eligible for a Separation Payment if the Employee:
- (1) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section (2)(b)(2) of Article I of the Supplemental Unemployment Benefit Plan provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date reinstated, or
 - (2) is terminated on or after age 60 but is not eligible to receive a pension or a retirement benefit under any Company plan or program then in effect, or
 - (3) becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program then in effect except that the Employee does not have the years of credited service required to be eligible for such benefits, and in addition to (1), (2) or (3) above;
- (b) the Employee had 1 or more Years of Continuous Service on the last day in Active Service, and such Continuous Service has not been broken except by termination under Subsection (a)(2) above, on or prior to the earliest date on which application can be made to the Company;

EXHIBIT A – 2 SEPARATION PAYMENT PLAN

- (c) the Employee is not eligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under any Company plan or program then in effect, and is not eligible to receive a permanent total disability benefit under the Insurance Program;
- (d) the Employee has not refused an offer of work pursuant to any of the conditions set forth in Section (2)(b)(3) of Article I of the Supplemental Unemployment Benefit Plan, on or after the last day worked in the Bargaining Unit, and prior to the earliest date on which the Employee can make application, provided that refusal after termination under Subsection (a)(2) above shall not result in ineligibility for a Separation Payment;
- (e) the Employee has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Continuous Service and is eligible for a Separation Payment determined in accordance with Section (2)(b)(1)) from the commencement date of layoff, termination, or disability, except that an Employee who meets the requirements of Subsection (a)(3) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive a Group Extended Disability Benefit under the Insurance Program, provided that in the case of layoff no application may be made prior to the completion of 12 continuous months of layoff from the Company (or any shorter period determined by the Company); and
- (f) the application is received by the Company during a Pay Period for which the applicable CUCB is equal to or in excess of \$295.38 if such Pay Period begins on or after September 24, 2012 (in the case of an Employee eligible for a Separation Payment determined in accordance with

Section (2)(b)(1), \$90.12 if such Pay Period begins on or after September 24, 2012, provided, however, that benefits based on applications of otherwise eligible Employees received during a Pay Period for which the CUCB for such period is less than the CUCB stated for such period shall become payable in order of dates of receipt by the Company during the period of time when the CUCB becomes equal to or in excess of the applicable amount stated above. When the CUCB becomes equal to or in excess of the applicable amount for such period, such Separation Payments shall have priority of payment over any other applications for Separation Payments;

- (g) an Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment; and
- (h) the determination of eligibility under this Section (1) shall be based upon the reason for the Employee's last separation from the Company, except that layoff of an Employee during the probationary period at one Plant while retaining Seniority status at another Plant shall not be disqualifying if the Employee was separated because the Employee was unsuited for, or unable to do, work available.

(2) PAYMENT

- (a) A Separation Payment shall be payable by the Company and only in a lump sum.
- (b) DETERMINATION OF AMOUNT
 - (1) The Separation Payment payable to an eligible Employee who shall meet the conditions with

EXHIBIT A – 2 SEPARATION PAYMENT PLAN

respect to layoff set forth in Section (1)(a) of this Plan shall be an amount determined by multiplying

- (i) the Employee's applicable Base Hourly Rate or Base Weekly Salary divided by 40, by
- (ii) the applicable Number of Hours' Pay as shown in the following Table:

Separation Payment Table

Years of Continuous Service On Last Day in Active Service	Number of Hours' Pay
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1000
20 but less than 21	1085
21 but less than 22	1170
22 but less than 23	1260
23 but less than 24	1355
24 but less than 25	1455
25 but less than 26	1560
26 but less than 27	1665
27 but less than 28	1770
28 but less than 29	1875

EXHIBIT A – 2 SEPARATION PAYMENT PLAN

29 but less than 30	1980
30 and over	2080

- (2) If the applicable CUCB as of the date application is received by the Company is below \$275, the amount of such Separation Payment shall be reduced by 1% for each full \$2.75 by which the CUCB is less than \$275 as of such date; provided, however, that with respect to Separation Payments deferred because of the CUCB level, the CUCB in effect as of the date the cheque in payment of such Separation Payment is issued by the Company shall be used in the above computation.
- (3) If an applicant has been paid a prior Separation Payment under Section (2)(b)(1) and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit:
Years of Seniority for purposes of determining the amount of the current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the prior Separation Payment plus any other Years of Seniority which were acquired thereafter and which the Employee has on the last day in Active Service with respect to the current Separation Payment and there shall be subtracted from the number of hours' pay based on the Years of Seniority determined as provided in Clause (A) above, the number of hours' pay used to calculate the prior Separation Payment.
- (c) The Company shall deduct from the amount of any Separation Payment as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise, to any federal, provincial, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the

Company shall be entitled to rely on the official forms filed by the Employee with the Company for purposes of income tax withholding on regular wages.

(3) EFFECT OF SEPARATION PAYMENT ON SENIORITY

An Employee who accepts a Separation Payment shall cease to be an Employee and shall have Seniority cancelled as of the date the application for the Separation Payment was received by the Company.

(4) COMPANY DETERMINATION OF ELIGIBILITY

The Company shall promptly determine an Employee's eligibility for a Separation Payment, and the Separation Payment shall be paid or denied in accordance with such determination.

(5) OVERPAYMENTS

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee who shall return the amount of the overpayment of the Company. The Company shall add the amount of any such overpayment returned by the former Employee to the amount of contributions required under Section (5) of Article VI of the Supplemental Unemployment Benefit Plan.

(6) REPAYMENT

If an Employee is again employed by the Company after receiving a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed and no Seniority cancelled previously shall be reinstated.

(7) COMPANY REPORTS

(a) The Company shall furnish to the Union, quarterly, a listing showing the names of persons who, during the preceding calendar quarter, accepted a Separation Payment provided under the Separation Payment Plan together with the number of Hours' Pay, deductions, gross and net amounts applicable to each such Separation Payment.

(b) UNION COPIES OF APPLICATIONS AND DETERMINATIONS

The Company shall furnish promptly to a Union member of the Board of Administration a copy of each application for a Separation Payment and a copy of all Company determinations of Separation Payment ineligibility or overpayment.

(8) NOTICE OF APPLICATION TIME LIMITS

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such payment. The notice shall be mailed to the last address on record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provision.

(9) GENERAL

(a) The provisions of these Sections (1) through (11) constitute the entire Separation Payment Plan (hereinafter referred to as the Plan) and express each and every obligation of the Company with respect to the financing of the Plan and providing for Separation Payments.

The Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act

or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of the others. Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for wilful misconduct or fraud.

- (b) No Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who received any Separation Payment shall for that reason be deemed an Employee of the Company during such period.

(10) AMENDMENT AND TERMINATION OF THE PLAN

As long as any Collective Bargaining Agreement of which this Plan as amended is part shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

(11) DEFINITIONS

Any term used herein which has a counterpart that is defined in the Supplemental Unemployment Benefit Plan shall, unless specifically defined herein, have the same meaning, for the purposes of this Plan, as such term has under the Supplemental Unemployment Benefit Plan.

- (a) "Active Service" - An Employee is in Active Service in any Pay Period for which the Employee draws pay and for the sole purpose of Sections (1)(b) and (2)(b) of this

EXHIBIT A – 2 SEPARATION PAYMENT PLAN

Plan, an Employee shall be deemed also to be in Active Service:

- (i) while on an authorized vacation,
 - (ii) while on an authorized leave of absence (other than a medical leave) which is limited, when issued, to 90 days or less,
 - (iii) during the first 90 days on a medical leave of absence,
 - (iv) while on a temporary layoff,
 - (v) while on a disciplinary layoff,
 - (vi) while absent without leave up to 5 calendar days from the last day worked,
 - (vii) while on strike.
- (b) "Base Hourly Rate" (excluding cost-of-living allowance and any other premiums) as to an Hourly Employee means:
- (1) the Employee's straight-time hourly rate on the last day of work in the Bargaining Unit; except, that if the Employee had a higher straight-time hourly rate of record at any time during 13 consecutive weeks ending with the Week which includes the last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate;
 - (2) the Base Hourly Rate determined under (b)(1) above, shall be adjusted to include the amount of any applicable cost-of-living allowance in effect with respect to the last day worked in the Bargaining Unit.
- (c) "Base Weekly Salary" as to a Salaried Employee means:
- (1) the Employee's weekly salary during the Pay Period in which he last worked in the Bargaining Unit; except that if the Employee had a higher weekly salary of record during the 13 Week Period, Base Weekly Salary shall be such higher weekly salary;
 - (2) the Base Weekly Salary determined under (c)(1) above, shall be adjusted to include the amount of

EXHIBIT A – 2 SEPARATION PAYMENT PLAN

any applicable cost-of-living allowance in effect with respect to the last day worked in the Bargaining Unit.

- (d) "Plan" means the Separation Payment Plan as set forth in this Exhibit A-2.
- (e) "Applicable CUCB" referred to in this Plan is that of the Fund (i.e., the Hourly Fund or the Salary Fund).

**EXHIBIT A – 3
AUTOMATIC SHORT WEEK BENEFIT PLAN**

(1) ELIGIBILITY

- (a) An Employee shall be eligible for an Automatic Short Week Benefit for any Week, if:
 - (1) during such Week the Employee had less than 40 Compensated or Available Hours* and (i) performed some work for the Company or (ii) for such Week received some jury duty pay or bereavement pay from the Company, or (iii) for such Week, received only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours.
 - (2) the Employee had at least 3 years of Seniority as of the last day of the Week (or during some part of such Week had at least 3 years of Seniority and broke Seniority by reason of death or retirement under the provisions of any Company pension or retirement benefit plan);
 - (3) the Employee was on a qualifying layoff, as described in Section (2) of Article I of the Supplemental Unemployment Benefit Plan for some part of the Week, or was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement, or short term active duty of 30 days or less because the Employee was called to active service in the Military Reserve by Provincial or Federal authorities in case of public emergency during the Week, and during all or part of such period would otherwise have been on qualifying layoff under the Plan.
- (b) No application for an Automatic Short Week Benefit will be required of an Employee. However, if any Employee

EXHIBIT A – 3 AUTOMATIC SHORT WEEK BENEFIT PLAN

believes they are entitled to an Automatic Short Week Benefit for a Week which they did not receive on the date when Automatic Short Week Benefits for such Week are paid, they may file written application therefore within 60 calendar days after such date in accordance with procedures established by the Company.

- (c) An Automatic Short Week Benefit payable under this Plan for a Week shall be in lieu of any Regular Benefit payable under the provisions of the Supplemental Unemployment Benefit Plan for that Week.
- (d) An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of this Plan, as on leave of absence and shall not be entitled to an Automatic Short Week Benefit.

(2) DETERMINATION OF AMOUNT

- (a) The Automatic Short Week Benefit payable to any eligible Employee for any Week shall be an amount equal to the product of the number by which 40 exceeds their Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by 80% of either their Base Hourly Rate or Base Weekly Salary divided by 40. An Employee, who breaks Seniority during a Week by reason of death or retirement under provisions of any Company pension or retirement benefit plan and is eligible for an Automatic Short Week benefit with respect to certain hours of layoff during the Week prior to the date Seniority is broken, will receive an amount computed as provided in this Subsection based on the number by which the hours for which the Employee would regularly have been compensated exceeds Compensated or Available Hours with respect to that part of the Week prior to the date Seniority is broken.

EXHIBIT A – 3 AUTOMATIC SHORT WEEK BENEFIT PLAN

- (b) Notwithstanding any other provisions of this Plan:
If the applicable CUCB for any Week shall be less than \$91.02 for weeks beginning on or after September 24, 2012, no Automatic Short Week Benefit with respect to an Unscheduled Short Work Week for an Employee with less than 10 years of Continuous Service as of the last day of the Week for which such Automatic Short Week Benefit is being computed shall be paid at any time.
- (c) The Company shall deduct from the amount of any Automatic Short Week Benefit as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Company shall be entitled to rely on the official forms filed by the Employee with the Company for purposes of income tax withholding on regular wages.

(3) METHOD OF PAYMENT

Automatic Short Week Benefits shall be payable by the Company.

(4) COMPANY DETERMINATION OF ELIGIBILITY

The Company shall promptly determine the Employee's eligibility for an Automatic Short Week Benefit, and such Automatic Short Week Benefit shall be paid or denied in accordance with such determination. If the Company determines that an Employee is not entitled to an Automatic Short Week Benefit with respect to the Week for which application for such Automatic Short Week Benefit is made, it shall notify the Employee promptly, in writing, of the reason(s) for the determination.

(5) OVERPAYMENT

- (a) If the Company or the Board determines that any Automatic Short Week Benefits paid under this Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving such Automatic Short Week Benefit(s) who shall return the amount of the overpayment to the Company; provided, however, that no such repayment shall be required if the cumulative overpayment is \$3 or less or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.
- (b) If the Employee shall fail to return such amount of overpayment promptly, the Company shall arrange to reimburse the Trustee for the amount of overpayment (other than overpayment of Automatic Short Week Benefits paid for Scheduled Short Work Weeks in Pay Periods with respect to which the applicable CUCB is less than \$760) by making a deduction from any future Automatic Short Week Benefits (not to exceed \$30 from any 1 Automatic Short Week Benefit except in cases of fraud or willful misrepresentation) otherwise payable to such Employee by the Company, or to make a deduction from compensation payable by the Company to such Employee (not to exceed \$75 from any 1 pay cheque in the case of an Hourly Employee and \$100 in the case of a Salaried Employee except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make the deduction from the Employee's compensation as provided under this subsection and to pay the amounts deducted to the Trustee.
- (c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any Week with respect to all or part of which the Employee has received an Employment Insurance Benefit, the full

amount of such Automatic Short Week Benefit, or a portion of such Automatic Short Week Benefit equivalent to the Employment Insurance Benefit or that part thereof applicable to such Week, whichever is less, shall be treated as an overpayment in accordance with this Section.

(6) COMPANY REPORTS

- (a) Not later than the third Tuesday following the first Monday of each month, the Company shall furnish to the Union a statement showing the number and amount of Automatic Short Week Benefits, if any, paid by the Company during each Week of the preceding month; and with respect to any Week for which the amount of Scheduled Automatic Short Week Benefits are not deductible from Company contributions because of the trust fund position, the number and amount of Scheduled and Unscheduled Benefits paid, respectively.
- (b) The Company shall furnish promptly to a Union member of the Local Committee a copy of all Company determinations of Automatic Short Week Benefit ineligibility or overpayment.

(7) GENERAL

- (a) The provisions of these Sections (1) through (9) constitute the entire Automatic Short Week Benefit Plan (hereinafter referred to as the Plan) and express each and every obligation of the Company with respect to financing of this Plan and providing for Automatic Short Week Benefits.

The Board, the Company, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any

information furnished to it by an authorized representative of any of the others.

Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

- (b) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(8) AMENDMENT AND TERMINATION OF THE PLAN

So long as the Collective Bargaining Agreement of which this Plan is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue this Plan in effect and to modify, amend, suspend or terminate this Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union

(9) DEFINITIONS

Any term used herein which has a counterpart that is defined in the Supplemental Unemployment Benefit Plan shall, unless specifically defined herein, have the same meaning, for the purposes of this Plan, as such term has under the Supplemental Unemployment Benefit Plan.

As used herein:

- (1) (a) "Base Hourly Rate" (excluding cost-of-living allowance and any other premiums) as to an Hourly Employee means the highest straight-time hourly rate paid an Employee in the Bargaining Unit during the Pay Period in which the Short Work Week occurs;

EXHIBIT A – 3 AUTOMATIC SHORT WEEK BENEFIT PLAN

- (b) "Base Weekly Salary" (excluding cost-of-living allowance and any other premiums) as to a Salaried Employee means the weekly salary rate paid an Employee in the Bargaining Unit during the Pay Period in which the Short Work Week occurs;
 - (c) The Base Hourly Rate or Base Weekly Salary determined under (a) or (b) above shall be adjusted to include:
 - (i) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Automatic Short Week Benefit is paid; and
 - (ii) the amount of any wage increase which became effective (pursuant to the Collective Bargaining Agreement) after the day used to establish the Base Hourly Rate or Base Weekly Salary. In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked on the day for which the Base Hourly Rate or Base Weekly Salary was determined under (a) or (b) above.
- (2) "Compensated or Available Hours" for a Week shall be the sum of:
- (a) all hours for which an Employee receives pay from the Company including, in the case of Hourly Employees, paid absence allowance paid on a casual day basis as provided for in the Vacation Plan section of the Collective Bargaining Agreement but excluding (i) vacation pay except as provided in Section (2)(b) below, and, in the case of Salaried Employees, (ii) vacation pay allocated to the designated vacation weeks in accordance with Section 2(a)(3) of Article II of the Supplemental Unemployment Benefit Plan, with each hour paid at premium rates to be counted as 1 hour; plus

EXHIBIT A – 3 AUTOMATIC SHORT WEEK BENEFIT PLAN

- (b) all hours represented by vacation pay, including, in the case of Hourly Employees, hours for which an Employee received paid absence allowance paid on other than a casual day basis, pursuant to the Vacation Plan section of the Collective Bargaining Agreement, on the basis that 40 hours, or such fewer hours for which vacation pay was received, shall be applicable to the vacation week to which the Employee is entitled under the Vacation Plan section of the Collective Bargaining Agreement, and the remainder of such vacation hours, if any, shall be applied to any additional week of Company designated vacation received by the Employee; plus
- (c) in the case of Salaried Employees, all hours represented by payments for casual absence or under the Salary Continuation Plan; plus
- (d) all hours scheduled for or made available to an Employee by the Company but not worked after having been given reasonable notice (including any period on leave of absence); provided, however, if the hours made available but not worked were:
 - (i) straight-time hours which the Employee had an option to refuse under the Collective Bargaining Agreement or which the Employee could refuse without disqualification under Section (2)(b)(3) of Article I, or
 - (ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Medical Director, such hours are not to be considered as hours made available by the Company; plus

EXHIBIT A – 3 AUTOMATIC SHORT WEEK BENEFIT PLAN

- (e) all hours not worked by an Employee because of any of the reasons disqualifying the Employee from receiving a Regular Benefit under Section (2)(b)(2) and (2)(b)(4) of Article I of the Supplemental Unemployment Benefit Plan; plus
 - (f) all hours not worked by the Employee which are in accordance with a written agreement between Plant Management or their designated representative and the Plant Shop Committee or which are attributable to the absenteeism of other Employees.
 - (g) effective for Weeks with respect to which the Employee has 1 or more Years of Continuous Service, Compensated or Available Hours as determined under this Definition (2) will exclude any hours of overtime except overtime hours worked or made available on the day a Short Shift occurs.
- (3) "Plan" means the Automatic Short Week Benefit Plan as set forth in this Exhibit A-3.
 - (4) "Short Shift" means a work day or shift in which an Employee has less than 8 hours compensated or available.
 - (5) "Week" when used in connection with eligibility for and computation of Automatic Short Week Benefits with respect to an Employee means a Short Work Week.

LETTERS

(A-1) SUB PAYMENT INFORMATION — REPORTING REQUIREMENTS

This is to confirm our understanding that the Company will furnish information weekly to the Financial Secretary of each Local Union as soon as practicable concerning the names of employees who receive Regular Benefits under the Supplemental Unemployment Benefit Plan and the amount of such Regular Benefits.

(A-2) BENEFIT CONTINUATION

This will confirm our understanding that if the Supplemental Unemployment Benefit Plan (hereinafter called the "Plan") should terminate as provided for in Section (2) of Article VII of the Plan because of revocation of the governmental rulings referred to in that Section, or if as contemplated by Section (3) of Article VII of the Plan supplementation should no longer be permitted by rulings from Canadian governmental authorities or by amendments of the Employment Insurance Act, Separation Payments and Automatic Short Week Benefits shall continue to be paid during the period the Plan is being amended or renegotiated as necessary to obtain the required governmental rulings, but in no event beyond one year from the date of termination of the Plan.

The amount of Separation Payments and Automatic Short Week Benefits paid during any period when the Plan is not in effect shall be recovered by the Company by offsetting such amount against future Company contributions required under Section (5)(a) or (b) and (d) of Article VI to the appropriate Fund under the Plan after it has been amended and reinstated, or, if not reinstated, against the money which the Company would be obligated to pay under Section 2 of the Agreement Covering The Supplemental Unemployment

Benefit Plan, The Separation Payment Plan, and The Automatic Short Week Benefit Plan.

Any term used in this letter which is defined in the Plan shall have the same meaning herein as in the Plan, unless the context clearly indicates otherwise.

(A-3) AVERAGE FULL BENEFIT CALCULATION

For purposes of calculating the Average Full Benefit the number and amount of Full Regular Benefits paid from the Fund for the second week of the Waiting Period under unemployment insurance shall not be used in the calculation of the Average Full Benefit Rate. The number and amount of such Benefits shall be reported separately from other Full Benefits on the monthly SUB report.

(A-4) INTERPRETATION OF SUB PLAN LANGUAGE REGARDING WORKERS' COMPENSATION BENEFITS

During the current negotiations the Union expressed some concern regarding a possible interpretation of the provisions of Article I, Section (2)(b)(4)(i) of the SUB Plan which could result in denying a Regular Benefit or Automatic Short Week Benefit to an otherwise eligible Employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of Article I, Section (2)(b)(4)(i) of the Plan will not be interpreted to disqualify an Employee on layoff from Regular Benefits or Automatic Short Week Benefits solely because the Employee is eligible for or claiming a permanent partial or scheduled loss benefit under a Workers' Compensation law or law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the Employee from working.

(A-5) MEMORANDUM ACCOUNT

The contributions made by the Company to the Memorandum Account under the agreement contained in a letter dated November 5, 1976 from the Company addressed to and accepted by the National Union, (CAW-Canada), shall continue to be maintained by the Company in the Memorandum Account during the term of this Agreement.

Under the Supplemental Unemployment Benefit Plan as amended by the Agreement regarding Supplemental Unemployment Benefit Plan incorporated in the collective bargaining agreements dated today's date between the Company and the Union, Maximum Funding for the Salary Fund is determined by using a multiplier of nine (9) in connection with the Average Full Benefit Rate and the specified average number of employees. Notwithstanding such provision, the Company will make a calculation, on each date that it makes a contribution to the Salary Fund pursuant to the Plan, of the amount it would have contributed if a multiplier of twelve (12) had been used instead of nine (9) in determining Maximum Funding. The Company will accumulate in a Memorandum Account the additional amounts it would have contributed to the Salary Fund through using a multiplier of twelve (12).

In addition, on each date that the Company makes a contribution to the Salary Fund, the Company will increase the balance of the Memorandum Account by an amount equal to \$0.01 multiplied by the number of hours used in calculating any Company contributions required under Subsection (5)(b)(2) of Article VI of the Plan.

The balance in the Memorandum Account shall not be used in determining contributions to the Salary Fund but shall be used in determining additions to the Memorandum Account. For purposes of Section (3) of Article VI of the Plan, the balance in such Memorandum Account shall be added to the

current market value of the total assets in the Salary Fund in each determination of a CUCB for the Salary Fund.

The Company shall have no obligations to contribute the amount in the Memorandum Account to the Salary Fund unless and until the assets in the Salary Fund, before making any contributions at the time otherwise payable under Section (5)(f) of Article VI of the Plan, become less than the amount required to pay the Regular Benefit in the full amount that would be otherwise due and payable. If such event should occur, the Company will contribute to the Salary Fund an amount equal to the lesser of (i) the amount which together with the assets in the Salary Fund (before making any contributions at the time otherwise payable under Section (5)(f) of Article VI of the Plan) will be sufficient to pay such Regular Benefits in the full amount that would be otherwise due and payable, or (ii) the balance at the time in the Memorandum Account. The amount so contributed shall be deducted from the balance in the Memorandum Account for all calculations made thereafter under this letter.

The Company will provide the Union with monthly reports showing, for the Memorandum Account, the relevant items for which it provides monthly SUB data.

This letter and the Memorandum Account shall terminate on the expiration date of the Collective Bargaining Agreements in which the Plan is incorporated by reference, and (1) the multiplier in effect immediately prior to such termination shall be changed from nine (9) to twelve (12), (2) the amount then in the Memorandum Account shall be contributed by the Company to the Salary Fund at that time, or on such later date as may be agreed upon by the Company and the Union, and (3) the Regular Contributions schedule shall be increased by \$.01 for each hour for which regular contributions are made. Should this letter terminate for any reason before the expiration date of the Collective Bargaining Agreements, the Company shall immediately contribute the

amount then in the Memorandum Account to the Salary Fund, and the Plan shall be amended to increase the multiplier referred to above from nine (9) to twelve (12) and increase the Regular Contributions schedule by \$.01 per hour for each hour for which regular contributions are payable.

Any term which is defined in the Plan and which is used in this letter shall have the same meaning in this letter as it has in the Plan.

(A-6) SUB PLAN UNDERSTANDINGS

This will confirm the following understandings between the Company and the Union in regard to the SUB Plan incorporated in the Collective Bargaining Agreement between us dated as of the date of this letter.

1. Reporting of Credit Unit Balance on Pay Cheque

In lieu of the annual statement requirements under Article VI, Section (8)(k) of the Plan, an Employee's current Credit Unit balance shall be shown on each weekly or bi-weekly pay cheque stub. Employees not receiving either pay cheque or SUBenefit drafts during the latter part of a calendar year will be furnished an annual statement of Credit Unit balance.

2. Local Union Notification of Credit Unit Cancellation Rates

The Company will furnish to the Union member of the Local SUB Committee the applicable CUCB for periods for which the number of Credit Units to be cancelled upon receipt of a Benefit by an Employee with one to five years of Continuous Service is greater than 1.00.

3. Determination of Date SUBenefit Overpayment Established or Created

For purposes of compliance with the 120 day time limit established by Article II, Section (5) of the Plan for notifying Employees of any SUBenefit overpayment which results solely from a Company error in calculating a SUBenefit, such 120 day period shall be determined as beginning on the date of issue of the SUBenefit draft or cheque involved. Any term which is defined in the Plan and which is used in this letter shall have the same meaning as it has in the Plan.

(A-7) DETERMINING A QUALIFYING LAYOFF IN THE EVENT OF SEVERE WEATHER

During negotiations you requested an explanation as to how Company determinations are made that employees are or are not on a qualifying layoff, within the meaning of Article I, Section (2) of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an act of God.

In making these decisions the Company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local government agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of employees, that any motorist will receive a substantial fine for any driving in the affected area.
- Disaster area declarations.
- Weather related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closings in the vicinity of the facility which prevent reasonable access to the facility.
- Effect of severe weather on the facility, e.g., collapsed walls, power outages, inability to move stock, etc.

- School closings.
- Airport closings.
- Government office closings.
- Postponement or cancellation of public or private events.
- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the plant and other Company facilities in the area.

No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based on the pertinent factors listed above, on employees and facilities.

It was also agreed by the parties during these negotiations that an employee who reports for work on a day for which a Company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to employees in such plant who did not report for work, all hours worked by such reporting employee will be disregarded in calculating Compensated or Available hours for the Week and such employees shall be deemed to be on qualified layoff for the shift.

(A-8) NON BARGAINING UNIT TO BARGAINING UNIT TRANSFERS

During negotiations, the Company and the Union discussed the access to SUB for an Employee whose status changed from non-Bargaining Unit to Bargaining Unit as the result of a Unit becoming newly organized.

The parties agreed that in instances when a Unit not having a significant number of employees becomes newly organized, an Employee of such Unit will have non-Bargaining Unit SUB Credit Units transferred to the Bargaining Unit Salary or

Hourly Fund, as appropriate, but in no event will this Employee have more than 52 Credit Units (104 Credit Units for Employees with 10 or more Years of Seniority) credited, including any Credit Units earned subsequent to the status change.

(A-9) COMBINED IMP / VTEP LIABILITY

During the 1990 negotiations the parties discussed the structuring of the two separate maximum Company liability amounts for the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Benefit Plan.

The parties agreed that in the event that anticipated utilization of one benefit alternative relative to the other results in a significant imbalance in the remaining liability amounts relative to anticipated benefits, the parties will meet to discuss the appropriateness of making adjustments within the combined total Fund liabilities of the Plans to ensure that employee benefit demands can be met.

(A-10) UNRECOVERED ACA / GBA FROM THE 1989 BRAMPTON-BRAMPTON SUB PLAN

Notwithstanding the provisions of Article VI, Section 5(h) of the SUB Plan, this will confirm our understanding that the recovery from Company contributions of the outstanding amounts accrued under Article VI, Section 5(c) (ACA) and Section 5(e) (GBA) of the 1989 Brampton-Brampton SUB Plan, and not recovered during the term of the 1989 SUB Plan will be recovered from Company contributions made under the provisions of the 1990 merged SUB Plan beginning on or after January 1, 1993.

(A-12) SUB PLAN INTENT

The parties acknowledge that the intent under the SUB plan is to provide SUB benefits that initially "top-up" Employment

Insurance Compensation. The parties further acknowledge that historically the payment of Regular Benefits has followed this approach. The company and Union representatives agree that in the future Regular Benefits will continue to be determined in this manner. In the event that it is determined that this intent has been purposely circumvented (i.e., initial application for Regular Benefits is made after exhaustion of Employment Insurance Benefits) the Employment Insurance maximum benefit at the time of SUB application will be deducted from Regular Benefits.

(A-13) SUB PLAN CONTRIBUTIONS BASED ON SHORT WORK WEEK BENEFITS PAID

During these negotiations the Company and the Union agreed that the Company Contribution to the SUB Plan based on Short Work Week Benefits paid (Article VI, Section (5)(d)(1)) will be discontinued effective with the week ending September 19, 1993. The Contribution payable in January 1994 will be the lesser of the balance outstanding as of September 19, 1993 or the Contribution, if any, that would have been required based on the year-end balance for the entire 1993 calendar year.

Notwithstanding the above, the Contribution previously required under Article VI, Section (5)(d)(1) will continue to be calculated and will be added to Contributions required under the Advance Credit Account (ACA) provisions of the SUB Plan (Article VI, Section (5)(e)(2)) should the contributions from the ACA made and not yet recovered equal the maximum available (\$43,700,000)

At the expiration of this Agreement any balance calculated but not yet required to supplement ACA in accordance with the above paragraph will be eliminated.

(A-14) PLANT CHANGEOVERS IN EXCESS OF 3 MONTHS

During these negotiations the parties discussed a method to support payment of SUBenefits during plant changeovers that exceed 3 months in duration.

The parties agreed that the Company will provide additional contributions to the SUB Fund in an amount equal to the value of Regular Benefits paid to employees laid off as a result of a plant changeover for the period that exceeds 3 months in duration.

These additional contributions will be subject to the following conditions:

- (1) No additional contributions will be provided if the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%.
- (2) Total additional contributions will not exceed \$5.0M per plant changeover.

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%.

(A-15) SUB CONTRIBUTIONS BASED ON THE INCOME MAINTENANCE PLAN (IMP) MAXIMUM LIABILITY ACCOUNT

During these negotiations the parties agreed that if after any required contributions are made to the SUB Fund, the applicable SUB fund does not have assets to pay Regular Benefits otherwise due and payable under the Plan to employees with 5 or more years of Continuous Service, the

Company shall make an additional contribution to the applicable Fund equal to the lesser of:

- i) an amount sufficient to pay such Regular Benefits; or
- ii) (a) an amount equal to the Maximum Company Liability Amount as provided for under Section 14(c) of the Income Maintenance Benefit Plan, less
- (b) the sum of contributions previously made under the terms of this agreement plus all benefits paid under the IMP Plan.

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%.

Contributions made and not yet recovered under this Agreement, to the extent that they create an imbalance between the remaining liability amounts between the IMP Plan and the Voluntary Termination of Employment Plan will be disregarded when considering adjustments within the combined total Fund liabilities of the Plans.

(A-16) EMPLOYMENT INSURANCE BENEFIT REIMBURSEMENT

During the 1999 negotiations, the company agreed to reimburse employees who are required to rebate Employment insurance Benefits.

Amounts reimbursed will be recovered from future contributions to the SUB Plan.

In considering such rebates, only earnings from Chrysler Canada Inc. will be considered.

The change will become effective with the 1999 tax year.

(c09 Addendum)

(A-17) SUB CREDIT UNIT CANCELLATION

During the 2008 negotiations, the company assured the union that for employees on layoff, regular SUB benefits shall be cancelled at the rate of one (1) credit unit for each week of benefits regardless of the CUCB levels.

The parties agreed that the terms of this letter will not exceed the term of the 2008 collective agreement.

(A-18) SUB FUND

During the 2008 negotiations, the Company agreed for the term of the agreement that the IMP/VTEP liability (Exhibit A Letter A-15) is to be extended to provide SUB to employees with less than five (5) years of continuous service provided all other SUB eligibility requirements are met.

**EXHIBIT B -
INCOME MAINTENANCE BENEFIT PLAN AND
VOLUNTARY TERMINATION OF EMPLOYMENT PLAN**

TABLE OF CONTENTS

	<u>Page No.</u>
Agreement	
Section	
1. Establishment of the Plans.....	2
2. Termination of the Plans Prior to Expiration Date.....	2
3. Obligations During Term of This Agreement.....	3
4. Term of Agreement: Notice to Modify or Terminate.....	3
5. Governmental Rulings.....	4
6. General Provisions.....	5
7. Miscellaneous.....	12
 Income Maintenance Benefit Plan	
Section	
1. General.....	14
2. Eligibility for an IMP Benefit.....	14
3. Conditions with Respect to Layoff.....	16
4. Description of IMP Benefits.....	19
5. IMP Income Benefit Offsets.....	19
6. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits.....	20
7. Duration of IMP Benefits.....	20
8. Termination of IMP Benefits.....	22
9. IMP Benefit Overpayments.....	23
10. Withholding Tax.....	24
11. Powers and Authority of the Company.....	24
12. Non-Applicability of Collective Bargaining Agreement Grievance Procedure.....	26
13. Application and Determination of Eligibility.....	26
14. Financial Provisions and Liability.....	28
15. Nonalienation of Benefits.....	29
16. Miscellaneous.....	29
17. Amendment and Termination of the Plan.....	30
18. Effect of Revocation of Governmental Rulings.....	31

19. Definitions.....	31
----------------------	----

Voluntary Termination of Employment Plan

Section

1. Eligibility.....	38
2. Determination of Amount and Payment.....	40
3. Voluntary Termination of Employment Payment Offsets.. ..	43
4. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits.....	43
5. Effect of Receiving Voluntary Termination of Employment Payment.....	43
6. Overpayments.....	44
7. Financial Provisions and Liability.....	44
8. General.....	45
9. Amendment and Termination of the Plan.....	46
10. Definitions.....	47

Letter

(B-1) Combined IMP / VTEP Liability.....	48
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EXHIBIT B
SUPPLEMENTAL AGREEMENT COVERING THE
INCOME MAINTENANCE BENEFIT PLAN (Exhibit B-1)
AND
VOLUNTARY TERMINATION OF EMPLOYMENT PLAN
(Exhibit B-2)

Effective on the 24th day of September 2012, Chrysler Canada Inc., hereinafter referred to as the Company, and CAW Locals 444, 1498 and 195 at Windsor, 1459 at Etobicoke and 1285 at Brampton and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada), said Local Unions and National Union, (CAW-Canada), hereinafter referred to jointly as Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

SECTION 1. ESTABLISHMENT OF THE PLANS

- (a) This Agreement covering the Income Maintenance Benefit Plan (Exhibit B-1), and the Voluntary Termination of Employment Plan (Exhibit B-2), shall become effective on the first Monday coincident with or immediately following the effective date of the Collective Bargaining Agreement of which this Agreement is a part.
- (b) The Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan, which are attached as Exhibits B-1 and B-2 to this Supplemental Agreement (Exhibit B) between the parties dated September 24, 2012, will be established as set forth in Exhibits B-1 and B-2 attached hereto, effective as of September 24, 2012 except as otherwise specified in this Agreement and the Plans* and maintained by the Company for the duration of the Collective Bargaining Agreement of which this Agreement is a part, subject to the terms and conditions of such Plans attached to this Agreement as Exhibits B-1 and B-2.

*The definitions of Section 19 of Exhibit B-1 are applicable to this Agreement as if fully set forth herein.

SECTION 2. TERMINATION OF THE PLANS PRIOR TO EXPIRATION DATE

In the event the Income Maintenance Benefit Plan shall not become effective by reason of Section 5 of this Agreement or if the rulings described in Section 5 shall be revoked or modified in such manner so as to no longer be satisfactory to the Company, notice of such event shall be provided to the Union within five working days, and all obligations of the Company under this Agreement and the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan shall cease and the Plans shall thereupon terminate and be of no further effect.

Thereafter the parties shall negotiate for a period of sixty days, or a mutually satisfactory longer period, from the date of notice to the Union of receipt of such unfavourable rulings,

with respect to adopting a program adhering as closely as possible to the language and intent of the provisions outlined in Exhibit B-1 for which favourable rulings may be obtained.

SECTION 3. OBLIGATIONS DURING TERM OF THIS AGREEMENT

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan or this Agreement; or be required to bargain with respect to any provision or interpretation of such Plans or this Agreement; and during such period no change in, deletion from or addition to any provision, or interpretation, of such Plans or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section 2 of this Agreement, shall be an object of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

SECTION 4. TERM OF AGREEMENT: NOTICE TO MODIFY OR TERMINATE

This Agreement shall remain in full force and effect without change until 11:59 p.m., September 19, 2016. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the terminal provisions of the Collective Bargaining Agreement of which this Agreement is a part.

Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement under this Section shall not have the effect of automatically terminating the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan which shall continue only for eligible Employees laid off during the term of the Collective Bargaining Agreement.

Any notice under this Section shall be in writing and shall be sufficient to the Union if it is sent by mail addressed to the National President, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada, (CAW-Canada), 205 Placer Court, Willowdale, Ontario, or to such other address as the Union shall furnish to the Company in writing; and to the Company to the Vice-President Human Resources, Chrysler Canada Inc., Windsor, Ontario, or to such other address as the Company shall furnish to the Union, in writing.

SECTION 5. GOVERNMENTAL RULINGS

- (a) This Agreement and the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan incorporated in Exhibits B-1 and B-2 hereof shall not be effective prior to receipt by the Company of rulings, satisfactory to the Company, from Canadian governmental authorities:
 - (1) permitting Supplementation as defined in the Income Maintenance Benefit Plan, and
 - (2) from the Minister of National Revenue holding that the Income Maintenance Benefit Plan is acceptable to the Minister of National Revenue as a "registered supplemental unemployment benefit plan" under the provisions of Section 145 of the Canadian Income Tax Act, Chapter 63, SC 1970-71-72, as amended, now in effect or as hereafter may be amended during the term of this Supplemental Agreement.
- (b) The Company shall apply promptly for the rulings described in subsection (a) of this Section.
- (c) Notwithstanding any other provisions of this Agreement or the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan, the Company, with the consent of the National President, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada, (CAW-Canada), may, during the term of this Agreement, make revisions in such Plans not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or

maintain any of the rulings referred to in subsection (a) of this Section 5 or in Section 18 of the Income Maintenance Benefit Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in such Plans.

- (d) In the event that rulings acceptable to the Company are not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company, and it is determined by the Company that the Income Maintenance Benefit Plan cannot become effective without such rulings, the Company, within five working days after receipt of notice of disapproval, will give written notice thereof to the Union and this Agreement, the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan shall thereupon have no force or effect, in which event Section 2 of this Agreement shall apply.

SECTION 6. GENERAL PROVISIONS

- (a) Board of Administration

- (1) Establishment

There shall be established a Board of Administration (hereinafter referred to as the Board) consisting of six members, three of whom shall be appointed by the Company (hereinafter referred to as the Company members), and three of whom shall be appointed by the Union (hereinafter referred to as the Union members). Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. Both the Company and the Union shall notify each other in writing of the members respectively appointed by them before any such appointments shall be effective.

The Company and Union members of the Board shall appoint an impartial third person to act as an Impartial Chairperson who shall serve until such time as requested to resign by three members of the Board. In the event that the Company and Union members of the

Board are unable to agree upon an Impartial Chairperson, the Minister of Labour shall make the selection; provided, however that such appointee shall be a jurist of repute. The Impartial Chairperson shall be considered a member of the Board and shall vote only on matters within the Board's authority to determine where the other members of the Board shall have been unable to dispose of the matter by majority vote, except that the Impartial Chairperson shall have no vote concerning determinations made in connection with Section 14 of the Income Maintenance Benefit Plan.

(2) Powers and Authority of the Board

- (i) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for IMP Benefits under the terms of the Income Maintenance Benefit Plan or a Payment under the terms of the Voluntary Termination of Employment Plan, and, if so, the amount of the IMP Benefit or Voluntary Termination of Employment Payment. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as prescribed in this Section 6.
- (ii) The Board shall be empowered and authorized and shall have jurisdiction to:
 - (a) hear and determine appeals by Employees pursuant to this Section 6;
 - (b) obtain such information as the Board shall deem necessary in order to determine such appeals;
 - (c) prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;
 - (d) direct the Company to pay IMP Benefits or Voluntary Termination of Employment Payments pursuant to determinations made by the Board;
 - (e) prepare and distribute, on behalf of the Board, information explaining the Plans;

- (f) make any determination with respect to reducing the amount of IMP Benefits or Voluntary Termination of Employment Payments in connection with the status of the Maximum Company Liability Amount as provided for under Section 14(c)(2) of the Income Maintenance Benefit Plan. The Impartial Chairperson of the Board shall have no authority to participate in any such discussions or to vote to reduce any IMP Benefits or Voluntary Termination of Employment Payments; and
 - (g) perform such other duties as are expressly conferred upon it by this Agreement.
- (iii) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan, the procedure for applying for IMP Benefits or Voluntary Termination of Employment Payments as provided herein, or any other provisions of the Plans; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plans: and shall have no jurisdiction to determine questions arising under the Collective Bargaining Agree
- (a) whether the appeal to the Board was made within the time and in the manner specified in this Section 6,
 - (b) whether the Employee is an eligible Employee with respect to the Plans, and, if so,
 - (c) the amount of any IMP Benefit or Voluntary Termination of Employment Payment payable.
- (iv) The Board shall have no jurisdiction to act upon any appeal not made within the time limit and in the manner specified in this Section 6.
- (v) The Board shall have no jurisdiction to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided

therefor by the Collective Bargaining Agreement, and all determinations made pursuant to such Agreement shall be accepted by the Board.

- (vi) Nothing in this Section or in the Plans shall be deemed to give the Board the power to prescribe in any manner internal procedures of operations of either the Company or the Union.
- (vii) The Board shall make recommendations to the Company with respect to the Company's establishment of rules, regulations and procedures for carrying out the Company's duties under the Plans as provided for under Section 11(a) of the Income Maintenance Benefit Plan, and the Company shall give consideration to such Board recommendations.
- (viii) The Board may provide for a Local Committee at a Facility of the Company. The Local Committee shall be composed of 2 members designated by the Company members of the Board and 2 members designated by the Union members of the Board. Appointments to the Local Committee shall become effective when the members' names are exchanged in writing between the Union and the Company. Either the Company or the Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

Any individual appointed by the Union as a member of a Local Committee shall be an Employee having Seniority at the Facility where, and at the time when, the Employee is to serve as a member of the Local Committee.

In addition to their regularly appointed Local Committee members, the Union members of the Board may name 1 additional Employee, who qualifies under the above, as an alternate Local Committee member to serve during temporary specified periods when the Local Committee member is absent from the Facility during scheduled working hours and unable to serve on the Committee. The Company members of the Board

may also name 1 alternate Local Committee member to serve during temporary specified periods. The alternate Local Committee member may serve on the Local Committee when the party desiring the alternate member to serve gives notice, locally, to the other party of such temporary service and the period thereof.

(3) Quorum; Voting

To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board at least two Union members and two Company members. At all meetings of the Board the Company members shall have a total of three votes and the Union members shall have a total of three votes; the vote of any absent member being divided equally between the members present appointed by the same party. Except on matters with respect to which the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan specifies otherwise, decisions of the Board shall be by a majority of the votes cast, with the Impartial Chairperson empowered to cast the deciding vote in cases where there shall have been a tie vote.

(4) Compensation and Expenses

The compensation of the Impartial Chairperson, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. The Company members and the Union members of the Board or any Local Committee shall serve without compensation. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

(5) Liability of Members of the Board

The Board and any member thereof shall be entitled to rely upon the correctness of any information furnished by the Union or the Company. Neither the Board nor any of its members, nor the Union, nor any officer of or any

other representative of the Union, nor the Company, nor any officer of or any other representative of the Company, shall be liable because of any act or failure to act on the part of the Board, or any of its members, to any person whatsoever, except that nothing herein shall be deemed to relieve any such individual from liability for their own fraud or bad faith.

(6) Anything herein which might be construed to the contrary notwithstanding, however, it is understood that the members of the Board of Administration and the members and alternate of the Local Committees provided for under this Section 6(a) of this Agreement shall be the same persons as those appointed to similar positions under Article V, Sections (2)(a) and (2)(b)(7) of the SUB Plan.

(b) Appeal Procedures for Benefits

(1) Applicability of Appeal Procedure

The appeal procedure set forth in this Section may be employed only for the purposes specified in this Section.

(2) Procedure for Appeals

- (i) An Employee may appeal from the Company's written determination with respect to the payment or denial of an IMP Benefit or Voluntary Termination of Employment Payment by filing a written appeal with the Board on a form provided for that purpose.
- (ii) Such appeal shall be filed in writing within 30 days following the date of mailing of the determination appealed. With respect to an appeal that is mailed, the date of filing shall be the postmarked date of the appeal. No appeal filed after such 30-day period will be valid.
- (iii) Such appeals shall specify the respects in which the Plan(s) is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

- (iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board. Such regulations and procedures shall provide that in situations where a number of Employees either have applied for and were denied an IMP Benefit or Voluntary Termination of Employment Payment or were paid such Benefit or Payment and believe that they were entitled to such payment in a greater amount, under substantially identical conditions, an appeal may be filed with respect to one of such Employees and the decision of the Board thereof shall apply to all such Employees.
- (v) The Employee or the Union members of the Board may withdraw an appeal to the Board at any time before it is decided by the Board.
- (vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, and the Company. The Union shall discourage any attempt of its members to appeal, and shall not encourage or cooperate with any of its members in any appeal, to any court or administrative agency from a decision of the Board, nor shall the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.
- (vii) The Employee shall be advised, in writing, by the Board of the disposition of any appeal.

(c) Notice Copies to Union

Copies of the Company notices issued to employees concerning ineligibility for an IMP Benefit or Voluntary Termination of Employment Payment will be furnished to the Union.

(d) Maximum Company Liability Amounts

- (1) The Maximum Company Liability Amount as provided for under Section 14(c) of the Income Maintenance Benefit Plan shall be an amount equal to \$43,725,000 for hourly employees and \$715,000 for salaried employees, reduced by the amount of any benefits payable under the Income Maintenance Benefit Plan for layoffs occurring during the term of the 1990, 1993, 1996, 1999, 2002 and 2005 Collective Bargaining Agreements. In the event such benefit payments cause the Maximum Company Liability Amount to be exhausted, the Company will restore such Maximum Company Liability Amount by the amount of such benefit payments.
- (2) The Maximum Company Liability Amount as provided under Section 7 of the Voluntary Termination of Employment Plan shall be an amount equal to \$43,725,000 for hourly employees and \$715,000 for salaried employees, reduced by the amount of any benefits payable under the Voluntary Termination of Employment Plan for layoffs occurring during the term of the 1990, 1993, 1996, 1999, 2002 and 2005 Collective Bargaining Agreements. In the event such benefit payments cause the Maximum Company Liability Amount to be exhausted, the Company will restore such Maximum Company Liability Amount by the amount of such benefit payments.

SECTION 7. MISCELLANEOUS

Notwithstanding the provisions of the Income Maintenance Benefit Plan, the provisions of Section 11, Powers and Authority of Company, Section 13, Application and Determination of Eligibility, Section 15, Nonalienation of Benefits and Section 16, Miscellaneous, shall to the extent practicable, be equally applicable under the Voluntary Termination of Employment Plan.

In witness hereof, the parties hereto will cause this Agreement to be executed the 24th day of September 2012.

**EXHIBIT B-1
INCOME MAINTENANCE BENEFIT PLAN**

SECTION 1. GENERAL

The Income Maintenance Benefit Plan is designed to promote employment stability and avoid layoffs. The Plan provides a weekly income payment and insurance coverage, subject to the terms, conditions and limitations contained herein (including the definitions contained in Section 19 hereof), for eligible Employees who become laid off from the Company on or after the Effective Date and during the term of the Collective Bargaining Agreement.

SECTION 2. ELIGIBILITY FOR AN IMP BENEFIT

An Employee at Work on or after the Effective Date and laid off during the term of the Collective Bargaining Agreement shall be eligible for an IMP Benefit for any Week beginning on or after September 24, 2012 if with respect to such Week the Employee meets all of the following conditions:

- (a) Was, for the entire Week, on a qualifying layoff as described in Section 3 and such Week occurs within the IMP Benefit Period immediately following the last Week for which the Supplemental Unemployment Benefit was paid that exhausted the Employee's entitlement for Supplemental Unemployment Benefits for the qualifying period of layoff.
- (b) Had at least 5 Years of Seniority under the terms of the Collective Bargaining Agreement, on the last day the Employee Worked prior to the effective date of such layoff and such Years of Seniority had not been broken on or prior to the last day of the Week.
- (c) Has no credit units under the SUB Plan or any other "SUB" Plan of the Company and after the qualifying layoff for IMP Benefits has had no credit units cancelled under Article III, Section (3)(d) of the SUB Plan for willfully misrepresenting any material fact in

connection with an application for benefits under the SUB Plan; provided, however, that if the Employee has credit units under the SUB Plan or any other "SUB" Plan of the Company but the Regular Benefit would be delayed under the SUB Plan for any Week because of exhaustion of the Advance Credit Account and the Guaranteed Benefit Account under the SUB Plan and low SUB Plan trust fund position, an eligible Employee may elect to begin receipt of IMP Benefits, in which event the Employee must elect that all remaining credit units shall thereupon be cancelled under the SUB Plan and any other "SUB" Plan of the Company.

- (d) Has not received on or after the Effective Date a separation payment under the Separation Payment Plan (or any other "Separation Payment" Plan of the Company), unless the Employee returns to Work and thereafter Works 5 years and thereby becomes eligible for any future IMP Benefits that may be available.
- (e) Is either
 - (1) working with a subsequent employer;
 - (2) meets the requirement of able and available for work, utilized by Human Resources Development Canada, for purposes of the receipt of an Employment Insurance Benefit and meets the eligibility requirements other than minimum number of qualifying weeks for such Employment Insurance Benefit for such Week even though the Employee may have exhausted such Benefits;
 - (3) is participating in a jointly approved vocational training program; or
 - (4) (i) becomes wholly and continuously disabled after such otherwise qualifying layoff began, and
 - (ii) remains wholly and continuously disabled for a period of more than one Week (the period of eligibility shall not include the first Week of such disability), and

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

- (iii) is under a doctor's care; provided, however, that such eligibility while disabled shall cease when the Employee becomes eligible for a disability retirement benefit under the Retirement Plan. If the Employee has exhausted Employment Insurance Benefits, any reporting requirements associated with Employment Insurance Benefit eligibility will not apply under this paragraph.
- (f) Except when eligible while disabled under subsection (e)(4) of this Section, maintains an active registration for such Week with Human Resources Development Canada for purposes of locating employment opportunities.
- (g) Reports on a Timely Basis, as required, to the Company:
 - (1) Income from Other Sources,
 - (2) Statutory Benefits,
 - (3) evidence of active registration with Human Resources Development Canada,
 - (4) changes in employment status.
- (h) Provides the Company or governmental agencies, as required, with any waivers, releases and reasonable evidence that may be required by such agencies or the Company for purposes of verifying the Employee's eligibility for and amount of IMP Benefits.
- (i) Has made an application for IMP Benefits in accordance with procedures established by the Company.

SECTION 3. CONDITIONS WITH RESPECT TO LAYOFF

- (a) A layoff for purposes of this Plan includes any Seniority layoff except an inverse Seniority layoff resulting from a reduction in force, including a layoff resulting from the discontinuance of a Facility or an operation, and any

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

layoff occurring or continuing because the Employee was unable to do the work offered by the Company, although able to perform other work in the Facility to which the Employee would have been entitled if the Employee had sufficient Seniority.

- (b) An Employee's layoff for any Week shall be deemed qualifying for purposes of this Plan only if:
- (1) such layoff was for the entire Week;
 - (2) such layoff was from the Bargaining Unit;
 - (3) such layoff was not for disciplinary reasons, and was not a consequence of:
 - (i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Facility or Facilities, or any dispute of any kind involving Employees, whether at a Company Facility or Facilities or elsewhere,
 - (ii) any fault attributable to the Employee,
 - (iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),
 - (iv) sabotage (including but not limited to arson) or insurrection,
 - (v) any act of God, or
 - (vi) the sale of a Company Facility to another employer and the Employee did not receive an offer of employment from the new employer;
 - (4) the Employee is not eligible to retire under any Company pension or retirement program;
 - (5) at a time when the Employee was on an otherwise qualifying layoff for purposes of this Plan or after having been advised that the Employee would be placed on such a layoff in the future, the Employee did not refuse or fail to appear for an employment interview or related pre-employment physical examination (unless for Good Cause) or refuse any offer of employment (including employment with the Company outside the Bargaining Unit) which

the Employee was then capable of performing at another Company Facility, or at the Company Facility where the Employee last Worked, the acceptance of which could have avoided, delayed or reduced the period of the layoff that otherwise would have qualified the Employee for IMP Benefits, except that until 2 years immediately following the Employee's last day Worked, or if less, the last day of eligibility for a regular Supplemental Unemployment Benefit, the Employee may refuse an offer which the Employee has a right to refuse under the Collective Bargaining Agreement in which the Employee has Seniority, and still remain eligible for a regular benefit under the SUB Plan.

If the employment or employment interview which was refused is at a different Company Facility which is more than 80 kilometers from the Employee's address of record for purposes of the Plan and from the Company Facility where the Employee last worked or is currently working for the Company, the Employee shall not be ineligible hereunder unless with respect to an employment offer the Company shall have offered to pay a Relocation Allowance, or with respect to an employment interview, the Company offers to pay reasonable expenses actually incurred to attend the interview; provided, however, that an otherwise eligible Employee may refuse either a Company offer of employment in a Province other than the Province in which the Company Facility where the Employee last worked or is currently working for the Company is located, or a temporary part-time position with the Company and with respect to either such refusal will remain eligible for IMP Benefits; and the Employee retains Years of Seniority under the Collective Bargaining Agreement.

SECTION 4. DESCRIPTION OF IMP BENEFITS

An Employee eligible for IMP Benefits, in accordance with Section 2 of this Plan, is entitled to an IMP Income Benefit and to IMP Insurance Coverage as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such Benefits is terminated, or until the Maximum Company Liability Amount, as defined in Section 14(c), has been reached.

(a) IMP Income Benefit

- (1) At the time of layoff an income level will be calculated for each Employee who thereafter may be eligible for an IMP Income Benefit. For eligible Employees, the income level will equal 60% of Weekly Before-Tax Base Earnings, as of the Employee's last day Worked prior to the qualifying layoff.
- (2) The gross amount of the IMP Income Benefit payable to an eligible Employee will equal the income level reduced by offsets provided under Section 5 of the Plan.

(b) IMP Insurance Coverage

An Employee who is eligible to receive IMP Benefits will receive IMP Insurance Coverage, as determined in accordance with this paragraph, until termination of IMP Benefits. The IMP Insurance Coverage consists of Health Care and Life and Accidental Death and Dismemberment Insurance.

SECTION 5. IMP INCOME BENEFIT OFFSETS

(a) The IMP Income Benefit described in Section 4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:

- (1) Statutory Benefits,
- (2) Income from other Sources in excess of the greater of the amount disregarded as earnings by Employment Insurance or 20% of such Income received or receivable (except disability, termination

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

and supplemental unemployment benefit pay will be offset at 100%); provided, however, that with respect to a Week for which an Employee has received an Employment Insurance "waiting period" credit, the reduction for Income from other Sources shall be such amount in excess of the greater of an amount equal to 25% of the Employee's Employment Insurance benefit rate or 20% of such Income received or receivable by the Employee for such Week,

- (3) The amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under Federal or Provincial law.

- (b) In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program, and an Employee's unrepaid overpayments under the SUB Plan shall be offset against IMP Income Benefits. The amount of IMP Income Benefits that are offset by SUB overpayments or outstanding debts to the Company or trustees of any Company plan or program, shall be paid to the Company or trustee of the SUB Plan fund or other Company plan or program, as applicable.

SECTION 6. RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS

The IMP Benefits described in Section 4 shall be applied to reduce the amount of any separation, severance payment or similar payment required by Federal or Provincial law by reason of any plant closing.

SECTION 7. DURATION OF IMP BENEFITS

- (a) The period for which IMP Benefits are payable to an eligible Employee under this Plan (hereinafter referred to as the IMP Benefit Period) shall be a period of consecutive Weeks equal in number to the number of IMP Units credited to the Employee under the provisions of Section 7(b) below, beginning the week immediately

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

following the last Week for which the Employee received a supplemental unemployment benefit under the SUB Plan and with respect to which the Employee exhausted Credit Units under the SUB Plan or following such Week the Employee elected to cancel Credit Units under the provisions of Section 2(c) of this Plan.

- (b) Upon the Employee's exhaustion of SUB Plan Credit Units, the Employee will be credited with 52 IMP Units under this Plan in accordance with the following table:

Employee's Years of Seniority* on Last Day Worked Prior to Qualifying Layoff for IMP Benefits	Number of IMP Units Credited
5 – 6	26
6 – 7	32
7 – 8	38
8 – 9	45
9 and over	52

*Fractional Years of Seniority shall be disregarded

- (c) IMP Units will be cancelled for each and all IMP Income Benefits paid to the Employee under this Plan in the same manner as, and at a rate equal to the credit unit cancellation rate that would have applied to the Employee in accordance with Years of Seniority for, credit units under the SUB Plan for the payment of a supplemental unemployment benefit paid for the first Week for which the Employee is eligible for an IMP Benefit under this Plan.
- (d) Any IMP Units remaining to the Employee's credit at the end of the Employee's IMP Benefit Period and after the expiration of the IMP Benefit application time limit for the final Week of the Employee's IMP Benefit Period, will be permanently forfeited.

SECTION 8. TERMINATION OF IMP BENEFITS

An Employee's eligibility for IMP Benefits will permanently terminate (even though the Employee may not have applied for or yet become eligible to receive IMP Benefits for any period) upon the earliest of:

- (a) Death,
- (b) Retirement,
- (c) Acceptance of a Voluntary Termination of Employment Payment as provided under the Voluntary Termination of Employment Plan,
- (d) Acceptance of a separation payment under the Separation Payment Plan (or any other "Separation Payment" Plan of the Company),
- (e) Refusal of or failure to appear for an employment interview or related pre-employment physical examination, (unless for Good Cause), or refusal to accept any offer of employment which the Employee is capable of performing (including employment with the Company outside the Bargaining Unit) at any Company Facility (except that refusal of an offer which the Employee has a right to refuse under the Collective Bargaining Agreement in which the Employee had Seniority within two years from the last day at Work, or if less, the last day of eligibility for a regular SUB Plan benefit, will not terminate eligibility hereunder); provided that if the employment or interview is at a different Company Facility which is more than 80 kilometers from the Employee's address of record for purposes of the Plan and the Company Facility where the Employee last worked for the Company, the Company offers to pay a Relocation Allowance, or with respect to an employment interview, the Company offers to pay reasonable expenses actually incurred to attend the interview. Refusal of either a Company offer of employment in a Province other than the Province

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

where the Company Facility at which the Employee last worked or is currently working for the Company is located, or a temporary part-time position with the Company, shall not terminate an otherwise eligible Employee's eligibility under the Plan,

- (f) Failure of an Employee to Report on a Timely Basis, the following information to the extent the information would offset IMP Benefits:
 - (1) Income from Other Sources;
 - (2) Statutory Benefits;
 - (3) Changes in Employment status,
- (g) Refusal of an Employee, otherwise eligible for IMP Benefits, to apply for a Statutory Benefit that would or could offset IMP Benefits following a request by the Company to apply for such benefit,
- (h) Loss of Years of Seniority for any reason,
- (i) Failure of an Employee to file an application for Company employment in accordance with the Employment Application Procedure and any pertinent letter(s) attached to the Collective Bargaining Agreement in accordance with the application procedure established pursuant to the provisions of the letter(s); provided, however, that failure to apply with respect to employment in a Province other than the one in which the Company Facility at which the Employee last worked is located, will not cause termination of the Employee's IMP Benefit entitlement under the Plan.

SECTION 9. IMP BENEFIT OVERPAYMENTS

- (a) If the Company or the Board determines that any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving such benefit and the Employee shall return the amount of the overpayment to the Company; provided however, that no such repayment shall be required if the cumulative

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

overpayment is \$3 or less, or if notice has not been given within 120 days from the date the overpayment was established and the overpayment was caused solely by Company error.

- (b) If the Employee shall fail, within 30 calendar days following receipt or attempted delivery of notice of such overpayment, to return the overpayment to the Company, the Employee's future IMP Benefits will be reduced by such IMP Benefit overpayment; provided, however, that the Company shall include in such overpayment notice a statement that eligibility for IMP Benefits will be so reduced. The Company shall have the right to make or arrange to have made deductions for such overpayments from any present or future amounts which are or become payable by the Company to such Employee.

SECTION 10. WITHHOLDING TAX

The Company shall deduct from the amount of any payment under the Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise, to any federal, provincial or municipal government.

In determining the amount of any applicable tax entailing personal exemptions, the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding.

SECTION 11. POWERS AND AUTHORITY OF THE CORPORATION

- (a) **Company Powers**
The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under the Plan, including, without limitation, the power to:
 - (1) obtain such information as it shall deem necessary to carry out its duties under the Plan;

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

- (2) investigate the correctness and validity of information furnished with respect to an application for an IMP Benefit;
 - (3) make initial determinations with respect to IMP Benefits;
 - (4) establish reasonable rules, regulations and procedures concerning:
 - (i) the manner in which and the times and places at which an application shall be filed for IMP Benefits,
 - (ii) the form, content and substantiation of the application for IMP Benefits;
 - (iii) the allocation of Statutory Benefits and Income from Other Sources that are not directly attributable to specific Weeks for purposes of determining IMP Benefits;
 - (5) determine the amount of Company funds that have been expended under the Plan to ensure that the Maximum Company Liability Amount, as defined under Section 14(c), will not be exceeded;
 - (6) establish appropriate procedures for giving notices required to be given under the Plan;
 - (7) establish and maintain necessary records;
 - (8) furnish the Union an annual report for each calendar year as to Company expenditures counted against the Maximum Company Liability Amount; and
 - (9) prepare and distribute information explaining the Plan.
- (b) Company Authority
- Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if the Plan were not in existence; nor

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

shall it be deemed to confer upon the Union any voice in such matters.

(c) **Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, the Income Tax Act and the administrative rules of Revenue Canada, except that the eligibility of an Employee for, and the amount and duration of Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada.

SECTION 12. NON-APPLICABILITY OF COLLECTIVE BARGAINING AGREEMENT GRIEVANCE PROCEDURE

No matter respecting the Plan shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

SECTION 13. APPLICATION AND DETERMINATION OF ELIGIBILITY

(a) **IMP Benefits**

(1) **Application Procedure**

(i) **Filing Applications**

An application for an IMP Benefit may be filed, either in person or by mail, in accordance with procedures established by the Company. No application for an IMP Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made.

(ii) **Application Information**

Application for IMP Benefits shall be in writing and shall include any information deemed relevant by the Company with respect to the determination of the Employee's eligibility for and amount of IMP Benefits and the determination of offsets to such benefits as provided under Section 5 of the Plan.

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

(2) Determination of Eligibility

When an application is filed for an IMP Benefit and the Company is furnished with the evidence and information as required, the Company shall have initial responsibility for determining eligibility.

(b) Relocation Allowance

A Relocation Allowance shall be provided under the Plan to help defray the moving costs incurred by eligible Employees and their families relocating as a result of accepting a job offer from the Company. A Relocation Allowance will be payable after the Employee reports and begins work at the Company Facility to which relocated, provided the following conditions of eligibility are satisfied:

- (1) the Company offered a Relocation Allowance and the Company Facility to which the Employee relocates is more than 80 kilometers from the Employee's address of record for purposes of the Plan and from the Company Facility where the Employee last worked or is currently working for the Company; and
- (2) as a result of the relocation, the Employee changes permanent residence; and
- (3) the Employee applies for a Relocation Allowance within 1 year of the date the Employee was scheduled to begin work at the Facility to which the Employee has relocated; and
- (4) the Employee has applied for and received (or is eligible to receive) any statutory relocation, moving or similar payment or allowance under any applicable law, rule or regulation; and
- (5) the Employee is not eligible to receive a relocation allowance or similar payment for the same relocation under the Collective Bargaining Agreement or under any other plan or program of the Company; provided, however, that only one Relocation Allowance will be payable in situations where more than one member of a family living in the same residence, is also an Employee being relocated to the same Company Facility.

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

(c) Notice of Denial

If the Company determines that an Employee is not entitled to IMP Benefits or to a Relocation Allowance, it shall notify the Employee promptly, in writing, of such determination, including the reasons therefore, and of the Employee's right to appeal.

SECTION 14. FINANCIAL PROVISIONS AND LIABILITY

(a) All IMP Benefits shall be payable by the Company.

- (1) Any payments made by the Company are subject to, and limited by, in the aggregate, the Maximum Company Liability Amount as defined under subsection (c) of this Section.
- (2) If the Company at any time shall be required to withhold any amount from IMP Income Benefits by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the amount of the Maximum Company Liability Amount as defined under subsection (c) of this Section.

(b) IMP Benefit Cheques Not Presented

If a payment is made under the Plan and the amount of the payment is not claimed within a period of 2 years from the date such payment was made, the amount shall revert to the Company and such amount will be credited to the Plan's Maximum Company Liability Amount.

(c) Liability

- (1) The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the Collective Bargaining Agreement. The Company's total financial liability for the cost of the Income Maintenance Benefit Plan including payments of IMP Income Benefits (including amounts paid to the trustee of the Supplemental Unemployment Benefit Plan and amounts owed to the Company or trustees of other Company plans or programs which were offset against the IMP Income Benefit under Section 5), IMP Insurance Coverages,

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

any taxes or contributions imposed on the Company by reason of paying IMP Benefits, any Relocation Allowance or interview expenses provided in conjunction with the Plan, and any taxes which reduce IMP Benefits and are paid to the appropriate tax authority by the Company, shall be limited to the Maximum Company Liability Amount.

- (2) If it appears the Maximum Company Liability Amount will be reached before all Employees cease eligibility for IMP Benefits, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of IMP Benefits to provide for an equitable means for distribution of the Company's remaining obligations.

SECTION 15. NONALIENATION OF BENEFITS

Except as otherwise provided under Section 5 and Section 9 of this Plan, no IMP Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void.

In the event that the Company shall find that such an attempt has been made with respect to any such IMP Benefit due or to become due to any Employee, the Company in its sole discretion may terminate the interest of such Employee in such IMP Benefit and apply the amount of such IMP Benefit to or for the benefit of such Employee, the Employee's spouse, parents, children or other relatives or dependents as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such IMP Benefit.

SECTION 16. MISCELLANEOUS

- (a) IMP Benefits shall be payable hereunder only to the Employee who is eligible therefor, except that if the Company shall find that such an Employee is deceased and has not received all IMP Benefits payable prior to

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

termination by death or is unable to manage their affairs for any reason, any such IMP Benefit payable to the Employee shall be paid to the Employee's duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of such Employee as the Company in its discretion may determine. Any IMP Benefit so paid shall be a complete discharge of any liability with respect to such IMP Benefits. In the case of death, no IMP Benefit shall be payable with respect to any period following the Employee's death.

- (b) An Employee's IMP Benefits will not be terminated nor will the Employee be deemed ineligible for IMP Benefits for refusal of, or failure to appear for, an employment interview, or refusal to accept employment where such employment, at the time of such refusal or failure, would have been in a bargaining unit at a location at which a strike, lockout or other labour dispute is or was in progress and the Employee would not have been disqualified for Employment Insurance Benefits by such action.

SECTION 17. AMENDMENT AND TERMINATION OF THE PLAN

So long as Exhibit B, Supplemental Agreement covering the Income Maintenance Benefit Plan, shall remain in effect and subject to Section 14(c), the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or such Agreement.

Upon the termination of such Exhibit B, Supplemental Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent agreement between the Company and the Union, and except that the Plan shall continue for eligible Employees laid off during the Collective Bargaining Agreement and eligible for IMP Benefits hereunder, subject to Section 14(c).

SECTION 18. EFFECT OF REVOCATION OF GOVERNMENTAL RULINGS

- (a) If any ruling which may be obtained by the Company holding that payments under the Plan constitute currently deductible expenses under the Canadian Income Tax Act, Chapter 63, S.C. 1970-71-72, as amended, as now in effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law, shall be revoked or modified in such manner so as to be no longer satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way effecting the validity or operation of the Collective Bargaining Agreement).
- (b) **Supplementation of Employment Insurance Benefits**
If Supplementation is no longer permitted by rulings from Canadian governmental authorities, or by amendments of the (Employment Insurance Act,) the parties shall endeavour to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan.

SECTION 19. DEFINITIONS

As used herein:

- (1) "Act of God" under the Plan shall have the same meaning as it has for a qualifying layoff under the SUB Plan.
- (2) "Bargaining Unit" means a unit of Employees covered by the Collective Bargaining Agreement.
- (3) "Base Hourly Rate" means the straight-time hourly rate, including cost-of-living allowance, but excluding all other premiums and bonuses of any kind, of an Employee on the last day at Work in the Bargaining Unit prior to layoff, except that if the Employee was paid at a higher straight-time hourly rate in 1 or more Bargaining Units at any time during

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

the 13 consecutive Weeks ending with the Week which includes the last day worked, Base Hourly Rate shall be such higher rate.

- (4) "Human Resources Development Canada" means the federal agency responsible for the administration of:
 - (i) benefits provided under any federal or provincial laws to persons on account of their unemployment;
 - (ii) programs to identify employment opportunities; or
 - (iii) training or education programs that may assist an individual in qualifying for better paying employment opportunities.
- (5) "Collective Bargaining Agreement" means the currently effective collective bargaining agreement between the Company and the Union which incorporates this Plan by reference.
- (6) "Company" means Chrysler Canada Inc.
- (7) "Effective Date" means September 24, 2012.
- (8) "Employee" means a full-time employee in a Bargaining Unit covered by the Plan, including such a person laid off from Company employment in such a Bargaining Unit and who is eligible for an IMP Benefit except that an "Employee at Work" means a full-time employee in such a Bargaining Unit who receives pay for regular hours scheduled by the Company and Worked within such a Bargaining Unit on or after the Effective Date.
- (9) "Employment Application Procedure" means any procedures by which an Employee may file an application for employment with the Company under the Collective Bargaining Agreement as well as any other hiring agreements negotiated between the Company and the Union as contained in any local Agreement. Such applications are to be filed within

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

twelve (12) months after the last day worked prior to layoff.

- (10) "Facility" shall be deemed to include any manufacturing or assembly plant, works, parts depot, or other Company activity or location in or out of which an Employee Works.
- (11) "Good Cause" for refusing to interview or failing to appear for an interview or related physical examination or failing to file a timely application under the Employment Application Procedure, is deemed to exist if there is a justifiable reason, determined in accordance with a standard of conduct expected of an individual acting as a reasonable person in light of all the circumstances. Justifiable reasons include, but are not limited to, the following:
 - (i) Acts of God that prevent an individual from getting to an interview or related physical examination;
 - (ii) Personal physical incapacity;
 - (iii) Death occurring in the Employee's immediate family which could have otherwise been covered as bereavement time under the Collective Bargaining Agreement if the Employee were at Work in the Bargaining Unit; and
 - (iv) Jury duty.
- (12) "Health Care" means health care coverages as specified in Article VIII of the Insurance Program. Coverage shall not include Dental Benefits.
- (13) "Income from Other Sources" means any income by reason of or related to any employment (for example, wages, tips, commission, bonuses, vacation pay, disability pay, supplemental unemployment compensation and termination pay) of the Employee.

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

- (14) "IMP Benefit" means an IMP Income Benefit and IMP Insurance Coverage, provided to an eligible Employee under the provisions of this Income Maintenance Benefit Plan.
- (15) "IMP Income Benefit" means the income benefit payable for a Week to an eligible Employee under Section 4(a) of the Plan which is subject to offset in accordance with Section 5.
- (16) "IMP Insurance Coverage" means Health Care coverages, Life and Accidental Death and Dismemberment Insurance coverage provided to eligible Employees under the Plan as defined in subsection 4(b) of the Plan.
- (17) "Life and Accidental Death and Dismemberment Insurance" means Life Insurance coverage as specified in Article III of the Insurance Program. Coverage shall not include Sickness and Accident or Extended Disability coverage.
- (18) "Maximum Company Liability Amount" means the established amount, expressed in dollars, of the Company's total financial liability for the cost of this Plan under the provisions of Section 14(c) of this Plan.
- (19) "Plan" means the Income Maintenance Benefit Plan as set forth in this Exhibit B-1.
- (20) "Relocation Allowance" means an amount equal to the amount provided under the Relocation Allowance Plan, Exhibit D to the Collective Bargaining Agreement, less any statutory relocation, moving allowance or similar payment paid or payable under any applicable law, rule or regulation.
- (21) "Reports on a Timely Basis" or "Report on a Timely Basis" means that the Employee must fully furnish the information required to establish eligibility for

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

and the amount of any IMP Benefits within 60 calendar days after the end of the Week with respect to which IMP Benefits are sought and with respect to any additional information requested by the Company within 60 days of such Company request, unless the Employee can demonstrate that the information was furnished at the earliest time when it could be obtained with diligence or that the failure was clearly inadvertent. Failure to report earnings from any subsequent employment or any Unemployment Insurance Benefits will not be considered inadvertent. Upon discovery that the Employee failed to furnish certain information required, clearly through inadvertence, the Employee shall promptly furnish the information.

- (22) "Retirement" means retirement regardless of age or type, under the Pension Plan established by agreement between the Company and the Union or any other pension plan or retirement program maintained by the Company.
- (23) "Seniority" means seniority status under terms of the Collective Bargaining Agreement as of the date of a layoff qualifying for IMP Benefits hereunder.
- (24) "Separation Payment Plan" means the Separation Payment Plan, Exhibit A-2 to the Collective Bargaining Agreement.
- (25) "Statutory Benefits" means payments which the Employee receives or which without a means test would be available (upon application if necessary) as a result of federal, provincial, or municipal laws, regulations or statutes, including, without limitation, such income received or receivable as an Employment Insurance Benefit, or benefits under the Canada or Quebec Pension Plan, governmental pensions, and Weekly lost-time benefits under Workers' Compensation; provided, however, that Statutory Benefits shall not include amounts which would be available to the Employee, but which the

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

Employee has not received, and which require a means test in order to be eligible. The foregoing are intended to be examples only and do not limit the types of present or future Statutory Benefits which shall be offset under the Plan.

- (26) "SUB Plan" means the Supplemental Unemployment Benefit Plan, Exhibit A-1; the Separation Payment Plan, Exhibit A-2 or the Automatic Short Week Benefit Plan, Exhibit A-3, as applicable, to the Collective Bargaining Agreement.
- (27) "Supplementation" means recognition of the right of a person to receive both an Employment Insurance Benefit and an IMP Income Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the Employment Insurance Benefit because of the payment of the IMP Income Benefit under the Plan.
- (28) "Employment Insurance Benefit" means an employment insurance benefit as defined by the Canadian Employment Insurance Act.
- (29) "Union" means National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and CAW Locals 444, 1498, 195, 1090, 1459 and 1285 at Brampton.
- (30) "Voluntary Termination of Employment Payment" means a payment of a benefit under the Voluntary Termination of Employment Plan.
- (31) "Voluntary Termination of Employment Plan" means the Voluntary Termination of Employment Plan, Exhibit B-2 to the Collective Bargaining Agreement.
- (32) "Week" when used in connection with eligibility for and computation of IMP Benefits with respect to an Employee, means a period of layoff equivalent to a Work Week. "Work Week" means 7 consecutive days beginning on Monday at the regular starting

EXHIBIT B-1 INCOME MAINTENANCE BENEFIT PLAN

time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off, or other appropriate 7 day period.

- (33) "Weekly Before-Tax Base Earnings" means an amount equal to an Employee's Base Hourly Rate as of the last day Worked prior to layoff, including cost-of-living allowance but excluding all other premiums and bonuses of any kind, multiplied by 40.
- (34) "Work" or "at Work" or "Worked" means receiving pay for regular hours scheduled by the Company and worked within the Bargaining Unit.
- (35) "Years (or Year) of Seniority" means for all purposes of this Plan and for those purposes only, the longest Seniority an Employee has in any Bargaining Unit except that in determining an Employee's "longest Seniority", if the Employee has Seniority (or if, while in Active Service as defined under the SUB Plan, the Employee acquires Seniority) in a Bargaining Unit at the time Seniority is broken in another Bargaining Unit under the time for time provisions of the Collective Bargaining Agreement or because the Employee refuses recall at such other Bargaining Unit, or if Seniority is broken in a Bargaining Unit because the Employee quits to respond to recall to another Bargaining Unit, such lost Seniority shall be included in "Years of Seniority".

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

An Employee otherwise eligible for IMP Benefits under the Income Maintenance Benefit Plan may elect to receive a Voluntary Termination of Employment Payment in lieu of future IMP Benefits.

SECTION 1. ELIGIBILITY

An Employee at Work on or after the Effective Date shall be eligible for a Voluntary Termination of Employment Payment if the Employee shall meet the conditions set forth in either (a), (b), or (c) below:

- (a) the Employee has at least 5 Years of Seniority under the terms of the Collective Agreement and is terminated from the active employment rolls of the Company as defined in the Supplemental Unemployment Benefit Plan applicable to Employees in the Employee's Bargaining Unit, with eligibility for a Voluntary Termination of Employment Payment pursuant to step (6) of the provisions for plant closing, multi-plant site or step (6) of the provisions for permanent job loss in the parties' understandings dated September 24, 2012 concerning benefit entitlements in restructuring actions, under the terms and conditions set forth in such understandings; or
- (b) the Employee is on a qualifying layoff for purposes of the Supplemental Unemployment Benefit Plan applicable to Employees in the Employee's Bargaining Unit, and
 - (1) had at least 5 Years of Seniority under the terms of the Collective Agreement on the last day the Employee Worked prior to the effective date of such layoff and such Years of Seniority have not been broken prior to the date of the Employee's application for a Voluntary Termination of Employment Payment,

EXHIBIT B-2 VOLUNTARY TERMINATION OF
EMPLOYMENT PLAN

- (2) has not received on or after the Effective Date and subsequent to the effective date of such layoff a Separation Payment under the Separation Payment Plan applicable to Employees in the Employee's Bargaining Unit (or any other "Separation Payment" Plan of the Company), unless the Employee returns to Work and thereafter Works 5 years and thereby becomes eligible for any future Voluntary Termination of Employment Payments that may be available,
- (3) is at the time the Employee shall apply for a Voluntary Termination of Employment Payment not eligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under any other Company plan or program then in effect and at the time such layoff became effective did not meet the minimum age and Credited Service requirements for, or was not offered, Special Early Retirement under the Non Contributory Pension Plan applicable to Employees in the Employee's Bargaining Unit,
- (4) has not been on layoff from the Bargaining Unit for a continuous period of 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority as of the Employee's last day worked prior to layoff), and
- (5) has to the Employee's credit a credit unit or fraction thereof under the Supplemental Unemployment Benefit Plan applicable to Employees in the Employee's Bargaining Unit and elects to (i) cancel all the Employee's remaining credit units under such Supplemental Unemployment Benefit Plan and any other "SUB" Plan of the Company and (ii) waive any prospective eligibility the Employee may otherwise have for IMP Benefits under the Income Maintenance Benefit Plan in order to elect a Voluntary Termination of Employment Payment; or

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

- c) the Employee is otherwise eligible for IMP Benefits under Section 2 of the Income Maintenance Benefit Plan, and
 - (1) is at the time the Employee shall apply for a Voluntary Termination of Employment Payment ineligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under any other Company plan or program then in effect and at the time the Employee's layoff became effective did not meet the minimum age and Credited Service requirements for, or was not offered, Special Early Retirement under the Non Contributory Pension Plan applicable to Employees in the Employee's Bargaining Unit,
 - (2) has not refused any employment interview or offer of work by the Company pursuant to any of the conditions set forth in Section 3(b)(5) of the Income Maintenance Benefit Plan on or after the last day the Employee Worked for the Company and prior to the date of which the Employee makes application, and
 - (3) has made application for Voluntary Termination of Employment Payment prior to the last day of the Week with respect to which the Employee's final Week of Income Maintenance Benefit entitlement applies and as of such application date has unbroken Years of Seniority under the Plan.

SECTION 2. DETERMINATION OF AMOUNT AND PAYMENT

- (a) Subject to the Maximum Company Liability Amount defined in Section 7 a Voluntary Termination of Employment Payment shall be payable by the Company and only in a lump sum.

EXHIBIT B-2 VOLUNTARY TERMINATION OF
EMPLOYMENT PLAN

- (b) The Voluntary Termination of Employment Payment payable to an eligible Employee who shall meet the conditions of eligibility set forth in Section 1(a), 1(b) or 1(c) of this Plan shall be an amount determined in accordance with the Employee's Years of Seniority on the last day worked prior to the Employee's qualifying layoff for IMP Benefits or in the case of Voluntary Termination of Employment Payment payable to an Employee eligible therefore under Section 1(a), in accordance with the Employee's Years of Seniority on the date the Employee shall apply for such Payment. For eligible Employees with 5 or more Years of Seniority, the gross Payment amount will be in accordance with Table A below for eligible Employees on layoff as a result of the closing of a stand-alone plant and in accordance with Table B below for all other eligible Employees.

Determination of Amount and Payment
TABLE A

Years of Seniority*	Amount
5 to 6	\$42,500
6 to 7	44,500
7 to 8	46,500
8 to 9	48,500
9 to 10	50,500
10 to 11	52,500
11 to 12	54,500
12 to 13	56,500
13 to 14	58,500
14 to 15	60,500
15 to 16	62,500
16 to 17	64,500
17 to 18	66,500
18 to 19	68,500
19 to 20	70,500
20 to 21	72,500
21 to 22	74,500
22 to 23	76,500
23 to 24	78,500
24 to 25	80,500
25 and over	82,500

EXHIBIT B-2 VOLUNTARY TERMINATION OF
EMPLOYMENT PLAN

* Fractional Years of Seniority to be nearest 1/10th year will be considered when calculating the gross VTEP amount

Determination of Amount and Payment

TABLE B

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

* Fractional Years of Seniority to be nearest 1/10th year will be considered when calculating the gross VTEP amount

The gross Payment amount will be reduced by the gross amount of IMP Benefits (including an amount equal to the Company cost for the Employee's IMP Insurance Coverage) paid to the Employee under the Income Maintenance Benefit Plan as of the date the Payment application is received by the Company.

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

- (c) The Company shall deduct from the amount of any Voluntary Termination of Employment Payment as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government.

SECTION 3. VOLUNTARY TERMINATION OF EMPLOYMENT PAYMENT OFFSETS

Any Voluntary Termination of Employment Payment to an eligible Employee will be reduced by the Employee's outstanding debts to the Company or to trustees of any Company benefit plan or program, including any unpaid overpayments to the Employee under the SUB Plan plus the amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under Federal or Provincial law.

SECTION 4. RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS

The Payment described in Section 2 shall be applied to reduce the amount of any separation, severance payment or similar payment required by Federal or Provincial law by reason of any plant closing.

SECTION 5. EFFECT OF RECEIVING VOLUNTARY TERMINATION OF EMPLOYMENT PAYMENT

An Employee who accepts a Voluntary Termination of Employment Payment

- (i) shall cease to be an Employee and shall have Seniority broken at any and all of the Company's plants and locations as of the date the Employee's application for a Voluntary Termination of Employment Payment is received by the Company and
- (ii) shall have cancelled any eligibility the Employee may otherwise have had for Regular Benefits under

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

the Supplemental Unemployment Benefit Plan and for a Separation Payment under the Separation Payment Plan applicable to Employees in the Employee's Bargaining Unit (or any other "SUB" or Separation Payment Plan of the Company) and for IMP Benefits under the Income Maintenance Benefit Plan.

An Employee who receives a Voluntary Termination of Employment Payment, and who is subsequently re-employed by the Company will not be eligible for any future Voluntary Termination of Employment Payment until the Employee has Worked 5 years and thereafter becomes eligible for any future Voluntary Termination of Employment Payment that may be available under the Voluntary Termination of Employment. No Seniority used to determine the amount of a previous Voluntary Termination of Employment Payment Plan shall be used in determining a subsequent Voluntary Termination of Employment Payment.

SECTION 6. OVERPAYMENTS

If the Company or the Board determines after issuance of a Voluntary Termination of Employment Payment that the Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and such former Employee shall return the amount of the overpayment to the Company.

SECTION 7. FINANCIAL PROVISIONS AND LIABILITY

- (a) All Voluntary Termination of Employment Payments shall be payable by the Company.
 - (1) Any payments made by the Company are subject to, and limited by, in the aggregate, the Maximum Company Liability Amount as defined under subsection (c) of this Section.
 - (2) If the Company at any time shall be required to withhold any amount from Voluntary Termination of Employment Payments by reason of any federal or provincial law or regulation, the Company shall have

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

the right to charge such amount against the amount of the Maximum Company Liability Amount as defined under subsection (c) of this Section.

(b) Voluntary Termination of Employment Payment Cheques Not Presented

If a payment is made under the Plan and the amount of the payment is not claimed within a period of 2 years from the date such payment was made, the amount shall revert to the Company.

(c) Liability

(1) The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the Collective Bargaining Agreement. The Company's total financial liability for the cost of the Voluntary Termination of Employment Plan including Payments under the Plan (including amounts paid to the trustee of the SUB Plan and amounts owed to the Company or trustees of other Company plans or programs which were offset against the Voluntary Termination of Employment Payment under Section 3), any taxes or contributions imposed on the Company by reason of paying such Payments, and any taxes which reduce such Payments and are paid to the appropriate tax authority by the Company, shall be limited to the Maximum Company Liability Amount.

(2) If it appears the Maximum Company Liability Amount will be reached before all Employees cease eligibility for Voluntary Termination of Employment Payments, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of such Payments to provide for an equitable means for distribution of the Company's remaining obligations.

SECTION 8. GENERAL

(a) The provisions of these Sections 1 through 10 constitute the entire Voluntary Termination of Employment Plan

EXHIBIT B-2 VOLUNTARY TERMINATION OF EMPLOYMENT PLAN

and express each and every obligation of the Company with respect to financing of the Plan and providing for Voluntary Termination of Employment Payments.

The Board, the Company and the Union, and each of them shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

- (b) No Voluntary Termination of Employment Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives a Voluntary Termination of Employment Payment shall for that reason be deemed an employee of the Company during such period.
- (c) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

SECTION 9. AMENDMENT AND TERMINATION OF THE PLAN

So long as the Collective Bargaining Agreement of which this Plan is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

SECTION 10. DEFINITIONS

Any term used herein which has a counterpart that is defined in the Income Maintenance Benefit Plan shall, unless specifically defined herein, have the same meaning, for purposes of this Plan, as such term has under the Income Maintenance Benefit Plan.

As used herein:

- (1) "Separation Payment Plan" means the Separation Payment Plan, Exhibit A-2 to the Collective Bargaining Agreement.
- (2) "Income Maintenance Benefit Plan" means the Income Maintenance Benefit Plan, Exhibit B-1 to the Collective Bargaining Agreement.
- (3) "Maximum Company Liability Amount" means the established amount, expressed in dollars, of the Company's total financial liability for the cost of this Plan as defined under the provisions of Section 7 of this Plan.
- (4) "Plan" means the Voluntary Termination of Employment Plan as set forth in this Exhibit B-2.

LETTERS

(B-1) COMBINED IMP/VTEP LIABILITY

During these negotiations the parties discussed the structuring of the two separate maximum Company liability amounts for the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Benefit Plan.

The parties agreed that in the event that anticipated utilization of one benefit alternative relative to the other results in a significant imbalance in the remaining liability amounts relative to anticipated benefits, the parties will meet to discuss the appropriateness of making adjustments within the combined total Fund liabilities of the Plans to ensure that employee benefit demands can be met.

EXHIBIT C
THE LIFE AND DISABILITY INSURANCE PROGRAM

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
The Life and Disability Insurance Program	1
I. Group Insurance Policies.....	2
II. Group Life Insurance	3
III. Group Accidental Death and Dismemberment Insurance	17
IV. Group Sickness and Accident Insurance	20
V. Group Reinstated Sickness and Accident Insurance	26
VI. Group Extended Disability Insurance	28
VII. Schedule of Benefits	34
VIII. General	42
Memorandum of Understanding	50
APPENDIX A - Dependent Group Life Insurance	51
I. Eligibility Date	51
II. Enrollment and Effective Dates	51
III. Definition of Dependent	52
IV. Amount of Insurance	53
V. Contributions	53
VI. Payment of Benefits	54
VII. Continuation of Insurance	54
VIII. Cessation of Insurance	55
IX. Conversion Privilege.....	55
APPENDIX B - Optional Group Life Insurance	57
I. Eligibility Date	57
II. Enrollment and Effective Dates	57
III. Amount of Insurance	58
IV. Contributions	59
V. Payment of Benefits	59
VI. Continuation of Insurance	60
VII. Cessation of Insurance	61
VII. Conversion Privilege.....	61

APPENDIX C - Procedure for Review of Denied Claims	62
LETTERS	64
(C-1) S&A Benefits – Miscarriage	64
(C-2) Extended Disability Benefits-S.E.R.P	64
(C-3) Overpayment Recovery	64
(C-4) Disability Evaluation Program	65
(C-5) Benefit Committee	67
(C-6) Vacation Leave Contiguous with Pla6 Vacation	68
(C-7) D.E.P. - Mileage	68

EXHIBIT C

THE LIFE AND DISABILITY INSURANCE PROGRAM

Incorporated by reference in the collective bargaining agreement dated September 24, 2012, between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and CAW Locals 444, 1498, 195 (Security Unit), 1459 and 1285 at Brampton.

The Life and Disability Insurance Program herein referred to consists of the arrangements hereinafter provided for with regard to group life insurance (including dependent group life insurance and optional group life insurance), group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance, each of which will become effective as provided in Section VIII.O. hereof, for employees as to whom the collective bargaining agreement to which this Life and Disability Insurance Program is attached applies. This Life and Disability Insurance Program shall continue so long as that collective bargaining agreement is in full force and effect.

The provisions of the Life and Disability Insurance Program are effective for all employees actively at work on or after September 24, 2012 unless otherwise specified. For employees not actively at work the provisions of the Life and Disability Program in effect on the employee's last day worked remain in effect unless specified otherwise herein.

I. GROUP INSURANCE POLICIES

The Company now has in effect with The Manufacturers Life Insurance Company of Canada, group life insurance, dependent group life insurance, optional group life insurance, group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance policies.

During the period of this Life and Disability Insurance Program, the Company will renew said group insurance policies or continue them in effect, with appropriate riders, or will obtain from The Manufacturers Life Insurance Company, or an affiliate of The Manufacturers Life Insurance Company, or another insurance company or companies of comparable standing new group insurance policies on terms as similar to those of the existing group insurance policies as the Company is reasonably able to obtain, with the provisions hereinafter set forth. The Manufacturers Life Insurance Company, or an affiliate of The Manufacturers Life Insurance Company, or such other insurance company or companies are referred to below as the Insurance Company. Said policies, together with any rider or riders incorporated therein, shall determine the rights and obligations of all persons with respect to group life insurance (including dependent group life insurance and optional group life insurance), group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance under this Life and Disability Insurance Program. A representative of the Company and a representative of the Union will sign and approve a copy of each of said policies and each rider thereto.

If the Company so elects the first \$10,000 of Group Life and AD&D benefits will, be self-funded through the use of Company funds. The balance of the Group Life and AD&D benefits would be provided under a contract between Chrysler Canada Inc., the Company and The Manufacturers Life Assurance, the Insurance Company, or an affiliate of the Insurance Company or another insurance company of comparable standing.

Also, if the Company so elects S&A and EDB benefits will be provided under a contract or group policy between

Chrysler Canada Inc., the Company and The Manufacturers Life Assurance , the Insurance Company, or an affiliate of the Insurance Company or another insurance company of comparable standing and/or a Trust. The Company would continue to fund the benefits payable under such arrangement.

The above changes will not affect the level, duration, or the administration of Life or AD&D benefits in excess of \$10,000 or S&A or EDB benefits. While the insured status of the Life and AD&D benefits in excess of \$10,000 will be maintained, the Company may elect to discontinue the insured status of the S&A and EDB benefits in which case such benefits will be funded in accordance with generally accepted actuarial principles as determined by an independent actuary.

The Company and the Union are willing to discuss changes in funding benefits under The Insurance Program where such arrangements will lessen the financial impact on the Company but do not materially jeopardize the security of the benefits provided to employees.

II. GROUP LIFE INSURANCE

The group life insurance policies referred to in Section I. hereof or any group life insurance policy or policies issued in lieu thereof shall, for the period of this Life and Disability Insurance Program, include, among other things:

Pre-age 65 Benefits

- A. provision for making available to employees and retired employees prior to age 65 group life insurance in amounts determined from the schedule of benefits set forth in Section VII. hereof;

Post-age 65 Benefits

- B. provision for making available to employees and retired employees at or after age 65 continuing group life insurance in amounts determined as follows:
 - (1) on the first day of the calendar month following the month in which the 65th birthday of an employee or retired employee insured for group life insurance under this Life and Disability Insurance Program occurs, the amount of group

life insurance which they had under this Program immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows:

- a) if the employee or retired employee has 10 or more years of credited service, such reductions shall be made until the amount of their group life insurance under this Program is reduced to 1½% of the amount they had on their 65th birthday, multiplied by the number of years of credited service that they had at their 65th birthday, but in no event to less than \$5,000
- b) if the employee or retired employee has less than 10 years of credited service, such reductions shall be made until their employment with the Company terminates or until the remaining amount of their group life insurance equals \$500, whichever occurs first, and any amount of group life insurance remaining when their employment with the Company terminates shall then be discontinued;

(Credited service shall be that which the employee has under the Pension Plan.)

- (2) no contributions by a retired employee for group life insurance coverage will be required for any month after the month in which they reach age 65;

PTD Life Benefits

C. provision that the permanent total disability benefits provision for employees becoming permanently and totally disabled prior to age 65 and while insured for group life insurance shall be subject to the following terms, conditions and limitations:

- (1) the permanent total disability benefits will be payable to employees who are totally disabled by bodily injury or disease so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where they have seniority for remuneration

or profit and if this total disability will be permanent and continuous during the remainder of their lives;

- (2) the permanent total disability benefits will not be payable until the disabled employees have exhausted (a) any sickness and accident insurance benefits to which they are entitled under Section IV. hereof, (b) any reinstated sickness and accident insurance benefits to which they are entitled under Section V. hereof and (c) any extended disability insurance benefits to which they are entitled under Section VI. hereof;
- (3) employees who have at least ten years of credited service when total disability commences shall not receive any payment or benefits for permanent total disability under the group life insurance policy or policies provided pursuant to this Life and Disability Insurance Program (provision for retiring them having been made under the Pension Plan);
- (4) the permanent total disability benefits will be payable in a lump sum or in monthly installments as the employee may elect;
- (5) in the event that an employee elects payment on a monthly installment basis, the permanent total disability benefits will be payable in monthly installments at the rate of \$20 for each \$1,000 of group life insurance in force for the employee at the time the total disability commences until such amount of insurance, with interest on the unpaid balance, is exhausted (the final installment shall be only for the unpaid balance);
- (6) if any disabled employee ceases to be permanently and totally disabled and returns to work with the Company, the full amount of group life insurance for which they are eligible upon their return, as determined from the schedule of benefits set forth in Section VII. hereof, shall be reinstated, and if they again become permanently and totally disabled, they shall be eligible for the amount of insurance in force when the later disability commenced, less any group life

insurance previously paid to them under a policy held by the Company

- (7) if any disabled employee ceases to be permanently and totally disabled but does not return to work with the Company within 31 days thereafter, all insurance and benefits shall cease at the end of such 31 day period, but within such 31 day period the employee may convert the then commuted value of the unpaid installments of their group life insurance into an individual policy; and
- (8) if any employee dies while monthly installment payments are being made to them, the then commuted value of the unpaid installments shall be paid in a lump sum to the employee's beneficiary;

Premium Waiver

- D. provision that employees with ten or more years of credited service who, while insured for group life insurance under this Life and Disability Insurance Program, become permanently and totally disabled at or after age 60 but prior to age 65, shall have their group life insurance continued without any premium contribution until they reach age 65, and thereafter their insurance will be reduced as provided in Section II.B. above;

Temporary Absence from Work

- E. provision that for a layoff (other than a layoff of the type covered by Section II.F. below) or leave of absence, the limit for continuation of an employee's insurance shall be twenty-five months following the end of the month in which the layoff or leave of absence starts, with the Company contributions continuing so that the coverage will be kept in force until the end of the first month following the month in which the layoff or leave commenced, and with the employee contributing for such continuing coverage beginning with the second month following the month in which the layoff or leave commenced at the rate of 50 cents per month per \$1,000 of group life insurance in force; provided, however, that:

- (1) the insurance of any employee who is on leave of absence requested by their Local Union or the National Union to permit them to work for the Local Union or the National Union may be continued until the date such leave or any extension thereof ceases to be operative with the employee contributing at the rate of 60 cents per month per \$1,000 of group life insurance in force, and beginning at the same time as above;
- (2) the insurance of any employee who is on an approved leave of absence because they have become totally disabled while actively at work or because they have physical limitations which require them to be temporarily separated as a total disability, shall be continued for the duration of such leave of absence or a period equal to their seniority, whichever is less, with no employee contributions provided, however, that if an employee's disability leave is cancelled because the period of such leave equaled the length of the employee's seniority the Company shall continue to make contributions for the employee's insurance for any month in which the employee continues to receive Extended Disability Benefits provided under Section VI of The Insurance Program subsequent to such cancellation;
- (3) the insurance of any employee who is placed on leave of absence because they are unable to return to work when recalled from a layoff due to their having become totally disabled while on the layoff, shall be continued or reinstated, and such insurance shall be continued for the duration of such leave of absence or a period equal to their seniority on the date of disability, whichever is less, with no employee contributions;

and with the further provision that in each instance if group life insurance is in force when the employee reaches age 65, it shall thereafter be reduced as provided in Section II.B. above;

Layoff

- F. provision that for a layoff which meets the conditions set forth in the Supplemental Unemployment Benefit Plan attached as Exhibit A to the Collective Bargaining

Agreement between the Company and the Union consistent with these exhibits, below called the SUB Plan, the limit for continuation of an employee's insurance shall be thirty-six months following the end of the month next following the month in which the layoff starts, on the following basis:

- (1) the Company's contribution shall be continued so that the employee's insurance will be kept in force until the end of the first month following the month in which the layoff began. Thereafter the insurance will be continued on the basis of the greater of:
 - (a) one month of coverage, up to a maximum of twelve months, for each four weeks of Benefits for which the employee is eligible under the SUB Plan on the date layoff begins, in accordance with the following table:

A	B
Maximum Number of Full Weekly SUB Benefits for Which Employee is Eligible on Date Layoff Begins	Maximum Number of Months for Which Insurance Will Be Continued Without Cost to Employees
Less than 4	0
4 - 7	1
8 - 11	2
12 - 15	3
16 - 19	4
20 - 23	5
24 - 27	6
28 - 31	7
32 - 35	8
36 - 39	9
40 - 43	10
44 - 47	11
48 - 52	12
53 - 56**	13
57 - 60**	14
61 - 64**	15

** Applicable to an employee at work on or after November 17, 2002.

(If a laid off employee is initially credited during layoff with Credit Units under the SUB Plan, Maximum Number of Full Weekly SUB Benefits for Which Employee is Eligible shall be determined using the date on which the employee is entitled to be credited with such Credit Units. In applying the above table, the Maximum Number of Benefits (Column A) shall be determined in accordance with the Credit Unit cancellation table contained in the SUB Plan and, except as provided in the table above, changes in an employee's Credit Units or Seniority or in the Credit Unit Cancellation Base during any period of continuous layoff shall not change the Maximum Number of Months (Column B) for which insurance will be continued without cost to the employee.) provided, however, that in the event the SUB Plan shall terminate, this provision by which insurance is continued without cost to the employee also shall terminate; or

- (b) the number of months of coverage, up to a maximum of twenty-four, for which the employee would be eligible on the basis of the employee's years of seniority on the date layoff begins, in accordance with the following table:

Year(s) of Seniority on Date Layoff Begins	Maximum Number of Months for Which Insurance Will Be Continued Without Cost to Employee
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 7	12
7 but less than 8	13**
8 but less than 9	14**
9 but less than 10	15**
10 and over	24

** Applicable to an employee at work on or after November 17, 2002.

- (2) Following the expiration of the Maximum Number of Months for which insurance will be continued without cost to the employee, the Company will make arrangements so that employees may continue their insurance for a maximum period of twelve additional months by making contributions at the rate of 50 cents per month per \$1,000 of group life insurance in force.

G. provision that

- (1) in the case of any employee who loses their seniority because they quit, the employee's insurance and the Company's contributions for such insurance will cease as of the date the loss of seniority occurs; and
- (2) in the case of any employee who loses their seniority through discharge, absence from work without notifying the plant as required by the collective bargaining agreement, or failure to return to work when called, the employee's insurance and the Company's contributions for such insurance will cease as of the date the loss of seniority occurs; provided, however, that if any such employee is seeking to have their seniority reinstated through the grievance procedure, the limit for continuation of their insurance shall be the period their grievance is pending, with the Company contributing for such continuing coverage until the end of the month in which the loss of seniority occurs and the employee thereafter contributing for such continuing coverage at the rate of 50 cents per month per \$1,000 of group life insurance in force, except that in the case of an employee whose grievance is withdrawn and the employee is undergoing treatment for substance abuse, they can continue to pay for the coverage for the period of treatment; and provided further, however, that if the employee is reinstated the Company will reimburse them for all the contributions in respect to coverage under this Section G. which the Company would have made if the employee had remained on the active payroll;

Other Absence Provisions

H. provision that

- (1) any employee insured for group life insurance under this Life and Disability Insurance Program who ceases to be at active work for reasons other than retirement within five years of their normal retirement date, or earlier if they are still insured within five years of their normal retirement date, and who in either case has five or more years of credited service under the Pension Plan as of the date which precedes by five years their normal retirement date, may continue their group life insurance to their normal retirement date by contributing at the rate of 50 cents per month per \$1,000 of group life insurance in force;
- (2) any employee who is approved for a permanent total disability pension under the Pension Plan prior to age 60, shall have their group life insurance continued or if they are under age 65 and not insured on that date, reinstated and thereafter continued, in either case in the amount in force on the day they last worked and without premium contribution, to their 65th birthday, and after their 65th birthday the group life insurance thus continued will be reduced as provided in Section II.B. above;
- (3) any employee insured for group life insurance under this Life and Disability Insurance Program who retires on early pension under the Pension Plan shall have their group life insurance continued without any premium contribution until they reach age 65, thereafter their insurance will be reduced as provided in Section II.B. above; and
- (4) any employee on layoff or leave of absence who is not insured for group life insurance under this Life and Disability Insurance Program and who retires before age 65 under the Pension Plan without returning to work from layoff or leave of absence, shall have their group life insurance reinstated on the first day of the month following the month in which their seniority is cancelled because of such retirement, without contribution by the retired employee, in the amount in force on the date the

layoff or leave of absence began, and after age 65 the group life insurance thus reinstated will be reduced as provided in Section II.B. above;

SIB Transition Benefit

- I. provision for making available in accordance with the terms and conditions of this paragraph to the survivor or survivors, as defined herein, of an employee (which term for purposes of paragraphs I. and J. of this Section II. only, shall include an employee retired on a permanent and total disability pension under the Pension Plan who has not attained the age of 65) who dies while insured for group life insurance under this Life and Disability Insurance Program, a Transition Benefit as provided below in this paragraph, payable, if there are survivors living to receive it, commencing on the first day of the month following the death of the employee, and continuing for not more than 24 months:

(1) for purposes of this paragraph

- (a) "Class A Survivor" means the employee's surviving spouse (the term "spouse" shall mean the person to whom the employee at the time of death and for a period of at least one year prior thereto was legally married, or if there is no such person, shall mean the person who at the time of the employee's death and for an immediately preceding continuous period of at least one year was cohabiting and residing with the employee and publicly represented by the employee as his or her spouse);
- (b) "Class B Survivor" means any child of the deceased employee who at the time a Transition Benefit first becomes payable to the child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death, but such child shall cease to be a Class B Survivor upon

marrying, or if not totally and permanently disabled, upon reaching his or her 25th birthday;

- (c) "Class C Survivor" means a parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support;
- (2) the amount of monthly Transition Benefit for eligible Class A, Class B, or Class C survivors on or after October 1, 2010 shall be \$875.

except that the monthly Transition Benefit payable shall be \$75.00 higher than the applicable amount stated above in any month in which an eligible Class A Survivor has a dependent child, as defined in Section II.I.(1)(b) above or in any month in which an eligible Class B Survivor of such employee is not survived by either parent;

for months in which two or more survivors share a Transition Benefit immediately following the death of the employee, each survivor's share is computed as a fraction of the Transition Benefit that would be paid to each of them as a sole survivor, according to their own eligibility for the statutory benefit;

- (3) the Transition Benefit shall be provided without employee contribution and shall be paid as follows:
- (a) if the employee is survived by a Class A Survivor, the monthly income shall be payable to such survivor; provided, however, that a Class A Survivor shall not be paid the monthly income for any month for which a higher surviving spouse benefit is payable to the Class A Survivor under the Pension Plan, and surviving spouse benefits so paid shall be counted as if paid under this Section II.I. for the purpose of determining the maximum number of Transition Benefit payments payable; if the employee is not survived by a Class A Survivor, the monthly income shall

be payable to the employee's Class B, Survivors, but if the employee is not survived by a Class B Survivor, to the employee's Class C Survivors;

- (b) if a Class A Survivor dies while monthly income payments are still payable, any remaining payments will be made, in equal shares, to the employee's then surviving Class B Survivors, but if none are then surviving, in equal shares to the employee's then surviving Class C Survivors; but if none is then surviving, no further monthly income payments shall be made;
- (c) if a Class B Survivor dies while monthly income payments are still payable, and if any other Class B Survivors are still alive, the monthly income which the deceased Class B Survivor had been receiving shall be paid in equal shares to the then surviving Class B Survivors;
- (d) if a Class B Survivor dies while monthly income payments are still payable, and if he or she is not survived by another Class B Survivor, any remaining payments will be made, in equal shares, to any Class C Survivors then surviving, but if no Class C Survivor is then surviving, no further monthly income payments shall be made;
- (e) if a Class C Survivor dies while monthly income payments are still payable, and if he or she is survived by another Class C Survivor, the monthly amount which the deceased Class C Survivor had been receiving shall be added to the amount being received by the surviving Class C Survivor; and
- (f) if a Class C Survivor dies while monthly income payments are still payable, and he or she is not survived by another Class C Survivor, no further monthly income payments shall be made;

SIB Bridge Benefit

- J. provision for making available in accordance with the terms and conditions of this paragraph to the Class A Survivor, both terms as defined in Section II.I. above, who was 45 years of age or more on the date of death of an employee or whose age (to the nearest 1/12) when combined with the employee's years of credited service under the Pension Plan, both of which shall be determined as of the date of the employee's death, total 55 or more, and who has received 24 monthly payments of the Transition Benefit provided in Section II.I. above, a monthly Bridge Benefit on or after October 1, 2010 shall be \$875.

Except that the monthly Bridge Benefit payable shall be \$75.00 higher than the applicable amount stated above for any month in which such Survivor has a dependent child as defined in Section II.I.(1)(b) above payable as follows:

- (1) the Bridge Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Benefit is paid, unless at that time the Class A Survivor has remarried; provided, however, that a Class A Survivor of an employee shall not be paid the Bridge Benefit for any month for which a higher surviving spouse benefit is payable to the Class A Survivor under the Pension Plan; and
- (2) the Bridge Benefit will not be paid beyond the earliest to occur of the following: (a) the death of the Class A Survivor, or (b) the remarriage of the Class A Survivor.

Survivor (the term "remarriage" shall mean a legal remarriage, or if there has been no such remarriage, shall mean cohabiting and residing by the survivor with a person for a continuous period of at least one year during which the survivor publicly represents such person to be his or her spouse), or (c) attainment by the Class A Survivor of such age at which Old Age Security benefits become payable, other than on a "needs" basis under any federal or provincial legislation as now in effect or hereafter enacted or amended;

Dependent Group Life

- K. provision for making available to hourly employees the dependent group life insurance set forth in Appendix A to this Life and Disability Insurance Program; provided, however, that in the event of any conflict between the provisions of Appendix A and any other provisions of this Life and Disability Insurance Program, the provisions of Appendix A will supersede such other provisions to the extent they apply to Appendix A;

Optional Group Life

- L. provision that the Company will arrange to make available to hourly employees, the optional group life insurance set forth in Appendix B to this Life and Disability Insurance Program; provided, however, that in the event of any conflict between the provisions of Appendix B and any other provisions of this Life and Disability Insurance Program; the provisions of Appendix B will supersede such other provisions to the extent they apply to Appendix B.

Union Leave of Absence

- M. provision that the following procedure will govern continued insurance coverage for employees on Union leave:
 - (1) Any employee on leave to work for the Local Union will be allowed to maintain all their group insurance coverage by paying the contributions outlined in Exhibit C.
 - (2) Any employee on leave to work for the National Union will be allowed to maintain their group life (including survivor income benefits) and accidental death and dismemberment, but not sickness and accident, reinstated sickness and accident or extended disability, insurance coverage by paying the contributions outlined in Exhibit C.
 - (3) The amount of insurance, established at the onset of the employee's leave to work for the Local Union or the National Union, will be upgraded once each year according to the insurance

amounts which would be applicable to their base rate were they working in the plant.

The upgrading takes place following contract negotiations, and incorporates any new benefits which may be applicable, and thereafter during the month of December of each year to re-determine the correct amounts of insurance applicable, effective January 1 of the next year, to each such employee.

Vacation Leave

- N. provision that group life insurance will be continued at Company expense for employees on a leave of absence for vacation contiguous with the plant vacation shutdown period, in accordance with the following:

Notwithstanding Sections II.E. and IV.F., and solely for the purpose of continuing group insurance, an employee's insurance will be continued under the above circumstances during the month following the month(s) in which the designated plant vacation shutdown period occurs.

(c08)(c12)

III. GROUP ACCIDENTAL DEATH AND DISMEMBERMENT

The group accidental death and dismemberment insurance policies referred to in Section I hereof or any group accidental death and dismemberment insurance policy or policies issued in lieu thereof shall, for the period of this Life and Disability Insurance Program, include, among other things:

- A. provision for making available to employees and to employees who retire prior to age 65, while insured for life insurance under Section II. of this Life and Disability Insurance Program, group accidental death and dismemberment insurance in the amounts and under the circumstances set forth below:
 - (1) if the employee or retired employee has an accidental bodily injury and dies or incurs any of the other losses described below as a result of,

and dies within one year of or incurs any of the other losses within two years of such accident, the employee or the employee's designated beneficiary shall receive the following benefits, provided the employee is insured for this coverage at the time of such injury and at the time of such loss:

Loss	Accidental Death & Dismemberment Benefits
Accidental death or accidental loss of more than one of the following: hand, foot, or sight of an eye.	Equal to one-half life insurance in force
Accidental loss of use of more than one of the following: hand or foot Accidental loss of one of the following: hand, foot, or sight of an eye.	Equal to one-quarter life insurance in force
Accidental loss of use of one of the following: hand or foot	

provided, however, that if loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, the amount payable as an accidental death and dismemberment benefit shall be an amount equal to the amount of life insurance in force for the employee at the date of the accident;

- (2) for purposes of determining eligibility for benefits the following shall apply:
- (a) loss of a hand or a foot means loss by severance at or above the wrist or ankle joint; and
 - (b) loss of sight of an eye means total and irrecoverable loss of sight;
 - (c) loss of use means total and irrecoverable loss of the ability to perform every action the hand or foot was able to perform before the accident occurred, beyond correction by surgical or other means, including paralysis.

No benefits will be paid for loss of use if benefits for loss by dismemberment of the same hand or foot are paid or payable as a result of the same accident. Loss of use will be considered a loss if it is continuous for one (1) year.

- B. provision that no payment shall be made under the accidental death and dismemberment insurance for any loss caused wholly or partly, directly or indirectly, by:
- (1) disease, or bodily or mental infirmity, or medical or surgical treatment thereof,
 - (2) any infection, except infection caused by an external visible wound accidentally sustained,
 - (3) self-destruction or intentionally self-inflicted injury, while sane or insane,
 - (4) war, or any act of war, whether declared or undeclared, or
 - (5) the employee's act of aggression, illegal use of drugs, commission or any attempt to commit an assault or an offense under the Criminal Code of Canada,

and that the total amount payable on account of more than one of the losses listed in A above sustained in any one accident shall not exceed an amount equal to one-half the life insurance in force, except that in the event of loss of life resulting from accidental bodily injuries caused solely by employment with the Company as set forth in A. above, the total amount payable as an accidental death and dismemberment benefit on account of such accident shall not exceed an amount equal to the amount of life insurance in force for the employee at the date of the accident;

- C. provision that group accidental death and dismemberment insurance coverage shall be provided without contribution from the employee or retired employee;

- D. provision that group accidental death and dismemberment insurance coverage shall be provided for any employee and for any employee who retires prior to age 65 and who in either case has life insurance in force under Section II. of this Life and Disability Insurance Program, subject to the following:
- (1) accidental death and dismemberment insurance coverage shall not be continued beyond the end of the month in which an employee or retired employee becomes age 65,
 - (2) accidental death and dismemberment insurance coverage shall not be continued while an employee is receiving permanent total disability benefit payments under Section II.C. above;
- E. provision that in the case of dismemberment or loss of use claims the Insurance Company has the right as often as it may reasonably require to examine the person of the employee at its expense while the claim is pending, and that in the case of accidental death claims it has the right to make an autopsy, where not forbidden by law; in connection with accidental death claims; and
- F. provision that accidental death and dismemberment insurance is not assignable unless the assignment is made in writing and consented to by the Insurance Company in writing.
- (c12)

IV. GROUP SICKNESS AND ACCIDENT INSURANCE

The group sickness and accident insurance policies referred to in Section I. hereof or any group sickness and accident insurance policy or policies issued in lieu thereof shall, for the period of this Life and Disability Insurance Program, include, among other things:

- A. provision for making available to insured employees non-occupational sickness and accident benefits, beginning on the first normal working day of accident disability and the sixth normal working day (excluding as waiting days Saturdays and Sundays or, for employees on seven day operations, such other days as are not normal working days) of sickness disability.

Employees who are hospitalized due to a sickness will also receive benefits from the date of hospitalization. Weekly benefit amounts will be determined from the schedule of benefits set forth in Section VII. payable as provided in Section IV.D. hereof; except that the benefit amount shown in the schedule of benefits set forth in Section VII. will be reduced by 25% for any period the employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained; provided, however, that in the event the Company otherwise qualifies for a premium reduction under the Unemployment Insurance Act, such reduced benefit amounts shall not be less than the amount necessary to retain the Company's eligibility for Unemployment Insurance premium reduction; (c09)

Eligibility:

- B. provision that to be eligible for benefits an employee must:
- (1) become totally disabled while covered for S&A benefits.
 - (2) be unable to perform all duties of their occupation.
 - (3) be under the continuous care of a legally qualified physician who certifies your total disability.
 - (4) furnish written notice of disability on a timely basis as explained in this section.

Pregnancy:

- C. provision for paying benefits in respect of pregnancy related disabilities in the same weekly benefit amounts as the weekly sickness and accident benefit shown in the schedule of benefits set forth in Section VII. hereof, payable as provided in Sections IV.A. and IV.D. hereof.

Occupational Disability:

- D. provision for paying benefits for occupational disability arising out of and in the course of any employment on the same terms as would have applied if the disability had been non-occupational in nature but in a weekly benefit amount equal to the amount by which the non-occupational weekly benefit exceeds the weekly amount (whether commuted or not and whether compromised or not as a redemption award or

otherwise) that the employee by complying with the provisions thereof, would be entitled to receive for time lost from work under any applicable workers' compensation or occupational disease law (not counting payments specifically for hospitalization, surgical, or medical expenses, payments or specific allowances for loss, or 100 per cent loss of use, of body member or disfigurement, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under workers' compensation laws, for a disability unrelated to the disability for which benefits under this Section IV.C. are payable), payable as provided in Section IV.D. hereof;

Duration:

E. provision that weekly non-occupational or occupational sickness and accident benefits:

- (1) will be paid for a period up to fifty-two weeks, except that any employee who has less than one year of seniority will be paid sickness and accident benefits for up to a period equal to: (a) their seniority on the date of disability, if they have seniority, or (b) the period from the date they were hired to the date of disability, if they do not have seniority, but in no case for more than fifty-two weeks, provided, however, that if any such employee is confined as a bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any applicable workers' compensation or occupational disease law (not counting payments or specific allowances for loss, or 100% loss of use, of member) for the same disability at the date of expiration of the maximum period for which they are entitled to receive sickness and accident benefits, and such benefits were payable for less than fifty-two weeks, benefits will continue to be payable while they continue to be so confined or while they receive such payments, but in no case beyond the end of such fifty-two week period;

Partial Benefit:

- (2) Benefits will be paid for a partial week at a daily rate calculated by dividing the weekly benefit payable by five (the number of days in the

employee's normal work week) and multiplying the quotient by the number of normal working days during which the employee was disabled in the work week for which the partial benefit is being paid; and

Holiday Pay Offset:

- (3) Benefits will not be paid to any employee for any day for which such employee is entitled to holiday pay, or pay for the holiday, as provided in the applicable collective bargaining agreement;

Layoff / Leave of Absence:

- F. provision that the limit for continuation of an employee's insurance shall be one month following the month in which a layoff or leave of absence starts; however, the insurance of an employee who is on leave of absence requested by their Local Union to permit them to work for the Local Union may be continued until the date such leave or any extension thereof ceased to be operative with the employee contributing at the rate of \$5.00 per month;
- G. provision that the insurance of any employee who is on an approved leave of absence because they have become totally disabled while actively at work or because they have physical limitations which require them to be temporarily separated as a total disability, shall be continued for the duration of such leave of absence or a period equal to their seniority, whichever is less, with no employee contributions, except that if sickness and accident benefits cease, pursuant to the Insurance Company's medical examination, while the employee's doctor continues to certify to total disability and the employee remains on an approved leave of absence, the employee's sickness and accident insurance shall be continued, but in no case will the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth in Section IV.D.(1) above;

Notice of Claim and Proof of Loss:

- H. provision that in order to qualify for sickness and accident benefits the employee must furnish written notice of claim to the Insurance Company within ten (10) days after the commencement of any period of

disability covered by the policy, or as soon thereafter as is reasonably possible;

- I. provision that written proof of loss must be furnished to the Insurance Company within 90 days after the termination of the period for which the Insurance Company is liable, but failure to furnish such proof within the time required shall neither invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required; and

Waiver:

- J. provision that any employee who has one or more years of seniority may waive irrevocably any right they may have to receive sickness and accident benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose, in which case no sickness and accident benefits shall be payable for any period of disability covered by such waiver.

Plant Physician & RTW:

- K. provision that if any employee is determined by their physician to have sufficiently recovered from a disability to return to work, they will be examined by the Plant Physician. If the Plant Physician determines that the employee is not physically qualified to work or has physical limitations which make it impossible for the employee to fulfill all aspects of the employee's occupation, the following will apply:
 1. if it is determined that the employee's physical condition is such that they are not physically qualified to work, they will qualify for the remainder of their group sickness and accident benefits if they so elect.
 2. if it is determined that the employee's physical condition is such that while they cannot do their own job they are able to do some other job than their own, but their seniority does not entitle them to the other job, they will qualify for the remainder

of their group sickness and accident insurance benefits if they so elect.

3. if it is determined that the employee's physical condition is such that while they cannot do their own job they are able to do some other job for which their seniority qualifies them, they will be placed on the other job for which their seniority qualifies them they will be placed on the other job; but if it is later determined that in fact they cannot do the other job, they will qualify for group sickness and accident insurance benefits if they so elect. These employees may either (a) qualify for the remainder of their group sickness and accident benefits if they are unable to do the other job because of the previously existing disability and does not resume medical treatment, or (b) qualify for a new period of group sickness and accident benefits if they are unable to do the other job either because of the previously existing disability or because of a new disability and, in either case, obtains medical treatment and their return to work was for a sufficiently long period to qualify as an "effective return to work".

Worker's Compensation:

- L. provision that if an employee is disqualified for workers' compensation, the employee will be paid group sickness and accident insurance benefits if the employee otherwise qualifies for such benefits. Employees who initially apply for Workers' Compensation Benefits which are subsequently denied will be paid disability benefits provided they apply and provide satisfactory proof of disability to the Insurance Company within 60 days of such denial.

Substance Abuse:

- M. provision that in the case of an employee who:
 1. is under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved by O.H.I.P. or in an appropriate facility approved by the Company's Medical Officer; and

2. meets all the conditions of eligibility for Sickness and Accident benefits set forth in Section IV. of the Insurance Program if the employee is deemed to be under a Doctor's care.

The Company will arrange with the Insurance Company to consider as proof of claim a certification that such an employee is wholly and continuously disabled and unable to perform all duties of his or her occupation, when such certification is provided either by the facility's physician, or by a physician consultant selected by the facility, based on information furnished by and the recommendation of the therapist who is supervising the employee's therapy. The physician director or physician consultant furnishing such certification shall be a licensed doctor of medicine.

Infertility Treatment:

- N. provision that Sickness and Accident Benefits will be provided for those employees who claim total disability due to a sterilization or sterilization reversal procedure on the same basis as for other illness claims; for women who are totally disabled and/or hospitalized due to infertility treatment; and for those employees who claim total disability resulting from day surgery.

Domestic Abuse:

- O. provision that Sickness and Accident Benefits will be paid from the first day a female employee seeks sanctuary at a Women's Shelter and otherwise qualifies for Sickness and Accident Benefits.

V. GROUP REINSTATED SICKNESS AND ACCIDENT INSURANCE

The group reinstated sickness and accident insurance policies referred to in Section I. hereof or any group reinstated sickness and accident insurance policy or policies issued in lieu thereof shall, for the period of this Life and Disability Insurance Program, include, among other things:

- A. provision for making available weekly reinstated sickness and accident benefits equal in amount to the weekly sickness and accident benefits set forth in Section VII. hereof;

B. provision that to be eligible for benefits, any employee must:

- (1) become totally disabled while on a qualifying layoff as defined in the SUB Plan and while insured for group life insurance under Section II. hereof;
- (2) immediately prior to their becoming disabled, have been eligible for a Regular Benefit under the SUB Plan or have been ineligible therefor because they were employed by another employer;
- (3) apply for the benefit and furnish the Insurance Company with satisfactory proof of disability; and
- (4) with respect to each week for which a benefit is claimed:
 - (i) be unable to perform all duties of their occupation,
 - (ii) be under a doctor's care, and
 - (iii) have to their credit at least a Credit Unit under the SUB Plan;

C. provision that:

- (1) benefits start on the first normal working day following the last day for which a Regular Benefit was payable to the employee if they were receiving Regular Benefits immediately prior to their becoming disabled; otherwise on the first normal working day of qualifying disability; and
- (2) the benefit for any period shall be reduced by the amount of any Employment Insurance Benefit they receive or are eligible to receive for the same period, or any disability benefit they receive for the same period under a plan financed in whole or in part by another employer; and
- (3) no benefit shall be payable beyond the time that the employees no longer satisfy the disability requirement except that, if they remain on qualifying layoff under the SUB Plan, benefits shall be payable for remaining days in the same

week as defined in the SUB Plan for which they do not receive a Regular Benefit;

- D. provision that no benefit shall be payable for any week in which:
 - (1) the employee received a sickness and accident or extended disability benefit under this Life and Disability Insurance Program, or
 - (2) the Credit Unit Cancellation Base is below the applicable dollar amount at which a Supplemental Unemployment Benefit is payable in accordance with the employee's seniority as provided under the SUB Plan; and
- E. provision that the applicable provisions of Section IV. of this Life and Disability Insurance Program, not inconsistent with the provisions of this Section V., shall apply to reinstated sickness and accident benefits under this Section V. in the same way as they apply to group sickness and accident benefits under Section IV.

VI. GROUP EXTENDED DISABILITY INSURANCE

The group extended disability insurance policies referred to in Section I. hereof or any group extended disability insurance policy or policies issued in lieu thereof shall, for the period of this Life and Disability Insurance Program, include, among other things:

- A. provision that any employee who is insured for the sickness and accident benefits provided in Section IV. hereof or the reinstated sickness and accident benefits provided in Section V. hereof, and who, at the date of expiration of the maximum number of weeks for which they are entitled to receive sickness and accident benefits or reinstated sickness and accident benefits and during a continuous period of disability thereafter, is totally disabled so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where they have seniority for remuneration or profit, shall receive monthly extended disability benefits for the period described in G. - K. below (for an employee who waives receipt of sickness and accident benefits or reinstated sickness and accident benefits, the time

they waive such benefits shall be deemed the time through which they are entitled to receive them for purposes of this subsection);

- B. provision that the monthly extended disability benefit is the applicable amount shown in the schedule of benefits in Section VII., reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the employee receiving extended disability benefits is eligible:

- (1) all benefits under the Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed;
- (2) lost time benefits under workers' compensation laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 per cent loss of use, of a body member, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under workers' compensation laws, for a disability unrelated to the disability for which benefits under this Section VI. are payable;
- (3) disability or old-age benefits to which the person is entitled (primary insurance amount) under any existing or future provincial or federal legislation; and
- (4) benefits under any provincial or federal law providing benefits for working time lost because of disability;

- C. provision that in determining the amount by which extended disability benefits are reduced:

- (1) the monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33;
- (2) lump-sum settlements under workers' compensation laws will result in reductions equal to the monthly equivalent of the amount of the workers' compensation benefit to which the

employee would have been entitled under applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement; and

- (3) the amounts of the reductions under Section VI.B. above shall not be increased subsequent to the first day for which extended disability benefits are payable, except that the amounts of such reductions may be increased in connection with any adjustment in the original determination of the amount of such benefits;
- D. provision that extended disability benefit computations presume eligibility for statutory disability benefits and disability retirement benefits under the Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed, but such presumption of eligibility for disability retirement benefits shall not be made with respect to any extended disability benefit payments due for the twelve month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive sickness and accident benefits or reinstated sickness and accident benefits, and amounts deducted from extended disability benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in extended disability benefits is made in an amount equal to statutory disability benefits (primary insurance amount) that would have been payable except for refusal to accept vocational rehabilitation services;
 - E. provision that benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month;
 - F. provision that the Insurance Company may require each applicant or recipient of extended disability benefits to certify or furnish verification of the amount of his or her income from sources listed in B. above, and the amount of any extended disability benefit payments in excess of the amount that should have

been paid, after reduction for such other benefits, may be deducted from future extended disability benefits;

- G. provision that extended disability benefits paid to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly sickness and accident benefits or reinstated sickness and accident benefits, including weeks in which such sickness and accident benefits or reinstated sickness and accident benefits were not payable under Section IV.B. or were partially or wholly offset because of receipt of workers' compensation benefits;

Duration:

- H. provision that the maximum period during which extended disability benefits may be payable shall be:
 - (1) in the case of an employee at work on or after October 21, 1985 who has ten or more years of seniority as of the day on which the disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly sickness and accident or reinstated sickness and accident benefits occurs and terminating with the end of the month in which the employee attains age 65; and
 - (2) in the case of an employee who has less than 10 years of seniority as of the day on which disability commenced, the number of months by which the employee's full months of seniority at commencement of disability exceeds the period for which the employee is entitled to receive sickness and accident or reinstated sickness and accident benefits.

In any event extended disability benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the time that the employee no longer satisfies the disability requirements, whichever occurs first; if an employee's return to work with the Company is not effective to qualify the employee for a new period of sickness and accident benefits (i.e., an ineffective return to work) or if the employee engages in regular occupation or employment for remuneration or profit,

the satisfying of the disability requirement shall not be deemed to end, but the extended disability benefit shall be suspended for the period of the ineffective return to work or the period the employee engages in such occupation or employment;

- I. provision that if monthly extended disability benefits are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of such discontinuance and before the employee returns to work, the employee again becomes disabled so as to satisfy the disability requirement, monthly extended disability benefits will be resumed;
- J. provision that for purposes of applying the maximum period for monthly extended disability benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in B. above, or suspended under H. above or not paid between periods of disability under circumstances described in I. above, are counted as a full month with fractions of the first and last month counted as fractions of a month;
- K. provision that the cumulative total number of months during any previous periods of eligibility for extended disability benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection H (2) above when extended disability benefits again commence;
- L. provision that there is no ineligibility for extended disability benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation;
- M. provision that the Insurance Company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining the employee's initial or continuing disability;
- N. provision that benefits shall not be payable for disability resulting from pregnancy or childbirth or

resulting complications at any time while an employee is on a pregnancy leave-of-absence or could be placed on such leave by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes;

- O. provision that any employee may waive irrevocably any right they may have to receive extended disability benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose, in which case no extended disability benefits shall be payable for any period of disability covered by such waiver.
- P. provision that commencing October 1, 2009 and each subsequent October 1st for the term of the agreement, the net monthly Extended Disability Benefit, as determined in accordance with Section VI for any employee receiving such benefit on that date, will be indexed at a rate of 90% of the annual change in the Consumer Price Index published by Statistics Canada (2002=100) as of the preceding July. The annual change shall be determined by dividing the 12 month average of the Consumer Price Index as of such preceding July by the similar average as of July in the previous year and then deducting 1.0. The maximum Consumer Price Index change, subject to this adjustment, will be limited to 5% in any year.
- Q. provision that the Company agrees to pay to the employee the difference between the total of any Chrysler Pension Benefit, Extended Disability Benefit, CPP/QPP Benefits and any Workplace Safety and Insurance benefits and \$1,800 per month. This special payment will be effective beginning January 1, 2003 and will be made from the Extended Disability Benefit Plan. This payment will continue as long as the employee is entitled to Extended Disability Benefits or until future increases in the CPP/QPP, the Pension Plan, Extended Disability Benefits or the Workplace Safety Insurance increase the employee's gross monthly income beyond \$1,800.

It is further understood that the employee will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information form by July 1, 2003.

Failure to provide this documentation will cause the special payment to be discontinued and any overpayment will be recovered. Commencing October 1, 2003 and each subsequent October 1st, the total of the Extended Disability special payment and the net monthly Extended Disability Benefit will be indexed in the same manner as outlined in Section VI. (P).

VII. SCHEDULE OF BENEFITS

Hourly - Non-Skilled Employees and Apprentices

Base Hourly Rate (1,2)		Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
					Schedule I < 10 yrs	Schedule II > 10 yrs
Less than 20.25		46,000	23,000	500	1,740	1,915
20.25 but less than 20.60		46,500	23,250	510	1,770	1,945
20.60 but less than 20.95		47,500	23,750	520	1,800	1,980
20.95 but less than 21.30		48,500	24,250	525	1,830	2,015
21.30 but less than 21.65		49,000	24,500	535	1,860	2,045
21.65 but less than 22.00		50,000	25,000	545	1,890	2,080
22.00 but less than 22.35		50,500	25,250	550	1,920	2,115
22.35 but less than 22.70		51,500	25,750	560	1,950	2,145
22.70 but less than 23.05		52,500	26,250	570	1,985	2,180
23.05 but less than 23.40		53,000	26,500	575	2,015	2,215
23.40 but less than 23.75		54,000	27,000	585	2,045	2,245
23.75 but less than 24.10		54,500	27,250	595	2,075	2,280
24.10 but less than 24.45		55,500	27,750	605	2,105	2,315
24.45 but less than 24.80		56,500	28,250	610	2,135	2,350
24.80 but less than 25.15		57,000	28,500	620	2,165	2,380
25.15 but less than 25.50		58,000	29,000	630	2,195	2,415
25.50 but less than 25.85		58,500	29,250	635	2,225	2,450
25.85 but less than 26.20		59,500	29,750	645	2,255	2,480
26.20 but less than 26.55		60,500	30,250	655	2,285	2,515
26.55 but less than 26.90		61,000	30,500	660	2,315	2,550
26.90 but less than 27.25		62,000	31,000	670	2,345	2,580
27.25 but less than 27.60		62,500	31,250	680	2,375	2,615
27.60 but less than 27.95		63,500	31,750	685	2,405	2,650
27.95 but less than 28.30		64,500	32,250	695	2,440	2,680
28.30 but less than 28.65		65,000	32,500	705	2,470	2,715
28.65 but less than 29.00		66,000	33,000	710	2,500	2,750
29.00 but less than 29.35		67,000	33,500	720	2,530	2,780
29.35 but less than 29.70		67,500	33,750	730	2,560	2,815
29.70 but less than 30.05		68,500	34,250	735	2,590	2,850

Base Hourly Rate (1,2)		Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
					Schedule I < 10 yrs	Schedule II > 10 yrs
30.05 but less than 30.40		69,000	34,500	745	2,620	2,880
30.40 but less than 30.75		70,000	35,000	755	2,650	2,915
30.75 but less than 31.10		71,000	35,500	760	2,680	2,950
31.10 but less than 31.45		71,500	35,750	770	2,710	2,980
31.45 but less than 31.80		72,500	36,250	780	2,740	3,015
31.80 but less than 32.15		73,000	36,500	785	2,770	3,050
32.15 but less than 32.50		74,000	37,000	795	2,800	3,080
32.50 but less than 32.85		75,000	37,500	805	2,830	3,115
32.85 but less than 33.20		75,500	37,750	815	2,860	3,150
33.20 but less than 33.55		76,500	38,250	820	2,895	3,180
33.55 but less than 33.90		77,000	38,500	830	2,925	3,215
33.90 but less than 34.25		78,000	39,000	840	2,955	3,250
34.25 but less than 34.60		79,000	39,500	845	2,985	3,280
34.60 but less than 34.95		79,500	39,750	855	3,015	3,315
34.95 and over		80,500	40,250	865	3,045	3,350

Hourly - Skilled Trades Employees

Base Hourly Rate (1,2)		Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
					Schedule I < 10 yrs	Schedule II > 10 yrs
Less than 37.05		84,500	42,250	905	3,195	3,515
37.05 but less than 37.40		85,000	42,500	915	3,225	3,550
37.40 but less than 37.75		86,000	43,000	920	3,255	3,580
37.75 but less than 38.10		87,000	43,500	930	3,285	3,615
38.10 but less than 38.45		87,500	43,750	940	3,315	3,650
38.45 but less than 38.80		88,500	44,250	945	3,350	3,680
38.80 but less than 39.15		89,000	44,500	955	3,380	3,715
39.15 but less than 39.50		90,000	45,000	965	3,410	3,750
39.50 but less than 39.85		91,000	45,500	970	3,440	3,780
39.85 but less than 40.20		91,500	45,750	980	3,470	3,815
40.20 but less than 40.55		92,500	46,250	990	3,500	3,850
40.55 but less than 40.90		93,000	46,500	995	3,530	3,880
40.90 but less than 41.25		94,000	47,000	1,005	3,560	3,915
41.25 but less than 41.60		95,000	47,500	1,015	3,590	3,950
41.60 but less than 41.95		95,500	47,750	1,025	3,620	3,985
41.95 but less than 42.30		96,500	48,250	1,030	3,650	4,015
42.30 but less than 42.65		97,000	48,500	1,040	3,680	4,050
42.65 but less than 43.00		98,000	49,000	1,050	3,710	4,085

43.00	but less than	43.35	99,000	49,500	1,055	3,740	4,115
43.35	and over		99,500	49,750	1,065	3,770	4,150

- (1) "Base Hourly Rate" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, payments-in-lieu of vacation, and all other extra compensation.
- (2) "Base Hourly Rate" to be used in determining the Group Life Insurance and the Accidental Death and Dismemberment Benefit shall be:
 - (i) the employee's Base Hourly Rate as defined in VII.A(1) above for employees at work on or after September 24, 2012;
 - (ii) for employees with a last day worked prior to June 1, 2009, the employee's Base Hourly Rate as defined in VII.A(1) above, plus the sum of the cost-of-living allowance in effect as of last day worked, minus \$.05.
 - (iii) for employees with a last day worked on or after June 1, 2009, the employee's Base Hourly Rate as defined in VII.A(1) above. Cost-of-living will not be used in determining life insurance amounts and is eliminated from the schedule of benefits effective June 1, 2009.
- (3) After age 65 the amount shown will be reduced as provided in Section II.B.
- (4) Twice the scheduled amount may be payable for an occupational-related death (as defined in Section III.A.(1)).
- (5) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have ten or more years of credited service under the Pension Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

(c09) (c12)

Salary Employees

Base Weekly Salary (1,2)			Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
						Schedule I < 10 yrs	Schedule II > 10 yrs
	Less than	803.03	68,000	34,000	506	1,745	1,920
803.03	but less than	815.35	69,000	34,500	513	1,760	1,940
815.35	but less than	826.85	70,000	35,000	520	1,785	1,970
826.85	but less than	838.35	71,000	35,500	527	1,810	1,990
838.35	but less than	849.85	72,000	36,000	534	1,835	2,020
849.85	but less than	861.35	73,000	36,500	541	1,860	2,050
861.35	but less than	872.85	74,000	37,000	548	1,885	2,075
872.85	but less than	884.35	75,000	37,500	555	1,910	2,100
884.35	but less than	895.85	76,000	38,000	562	1,935	2,129
895.85	but less than	907.35	77,000	38,500	569	1,960	2,160
907.35	but less than	918.85	78,000	39,000	576	1,985	2,190
918.85	but less than	930.35	79,000	39,500	583	2,010	2,215
930.35	but less than	941.85	80,000	40,000	590	2,035	2,240
941.85	but less than	953.35	81,000	40,500	597	2,060	2,270
953.35	but less than	964.85	82,000	41,000	604	2,085	2,300
964.85	but less than	976.35	83,000	41,500	611	2,110	2,325
976.35	but less than	987.85	84,000	42,000	618	2,135	2,350
987.85	but less than	999.35	85,000	42,500	625	2,160	2,380
999.35	but less than	1,010.85	86,000	43,000	632	2,185	2,410
1,010.85	but less than	1,022.35	87,000	43,500	639	2,210	2,435
1,022.35	but less than	1,033.85	88,000	44,000	646	2,235	2,460
1,033.85	but less than	1,045.35	89,000	44,500	653	2,260	2,490
1,045.35	but less than	1,056.85	90,000	45,000	660	2,285	2,515
1,056.85	but less than	1,068.35	91,000	45,500	667	2,310	2,545
1,068.35	but less than	1,079.85	92,000	46,000	674	2,335	2,570
1,079.85	but less than	1,091.35	93,000	46,500	681	2,360	2,600
1,091.35	but less than	1,102.85	94,000	47,000	688	2,385	2,625

Base Weekly Salary (1,2)			Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
						Schedule I < 10 yrs	Schedule II > 10 yrs
1,102.85	but less than	1,114.35	95,000	47,500	695	2,410	2,650
1,114.35	but less than	1,125.85	96,000	48,000	702	2,435	2,680
1,125.85	but less than	1,137.35	97,000	48,500	709	2,460	2,710
1,137.35	but less than	1,148.85	98,000	49,000	716	2,485	2,735
1,148.85	but less than	1,160.35	99,000	49,500	723	2,510	2,765
1,160.35	but less than	1,171.85	100,000	50,000	730	2,535	2,790
1,171.85	but less than	1,183.35	101,000	50,500	737	2,560	2,820
1,183.35	but less than	1,194.85	102,000	51,000	744	2,585	2,850
1,194.85	but less than	1,206.35	103,000	51,500	751	2,625	2,885
1,206.35	but less than	1,217.85	104,000	52,000	758	2,635	2,900
1,217.85	but less than	1,229.35	105,000	52,500	765	2,660	2,930
1,229.35	but less than	1,240.85	106,000	53,000	772	2,685	2,955
1,240.85	but less than	1,252.35	107,000	53,500	779	2,710	2,980
1,252.35	but less than	1,263.85	108,000	54,000	786	2,735	3,010
1,263.85	but less than	1,275.35	109,000	54,500	793	2,760	3,040
1,275.35	but less than	1,286.85	110,000	55,000	800	2,785	3,065
1,286.85	but less than	1,298.35	111,000	55,500	807	2,810	3,095
1,298.35	but less than	1,309.85	112,000	56,000	814	2,835	3,120
1,309.85	but less than	1,321.35	113,000	56,500	821	2,860	3,150
1,321.35	but less than	1,332.85	114,000	57,000	828	2,885	3,175
1,332.85	but less than	1,344.35	115,000	57,500	835	2,910	3,205
1,344.35	but less than	1,355.85	116,000	58,000	842	2,935	3,230
1,355.85	but less than	1,367.35	117,000	58,500	849	2,960	3,260
1,367.35	but less than	1,378.85	118,000	59,000	856	2,985	3,285
1,378.85	but less than	1,390.35	119,000	59,500	863	3,010	3,315
1,390.35	but less than	1,401.85	120,000	60,000	870	3,035	3,340
1,401.85	but less than	1,413.35	121,000	60,500	877	3,060	3,370
1,413.35	but less	1,424.85	122,000	61,000	884	3,085	3,395

Base Weekly Salary (1,2)			Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
						Schedule I < 10 yrs	Schedule II > 10 yrs
	than						
1,424.85	but less than	1,436.35	123,000	61,500	891	3,110	3,425
1,436.35	but less than	1,447.85	124,000	62,000	898	3,135	3,450
1,447.85	but less than	1,459.35	125,000	62,500	905	3,160	3,480
1,459.35	but less than	1,470.85	126,000	63,000	912	3,185	3,505
1,470.85	but less than	1,482.35	127,000	63,500	919	3,210	3,535
1,482.35	but less than	1,493.85	128,000	64,000	926	3,235	3,560
1,493.85	but less than	1,505.35	129,000	64,500	933	3,260	3,590
1,505.35	but less than	1,516.85	130,000	65,000	940	3,285	3,615
1,516.85	but less than	1,528.35	131,000	65,500	947	3,310	3,645
1,528.35	but less than	1,539.85	132,000	66,000	954	3,335	3,670
1,539.85	but less than	1,551.35	133,000	66,500	961	3,360	3,700
1,551.35	but less than	1,562.85	134,000	67,000	968	3,385	3,725
1,562.85	but less than	1,574.35	135,000	67,500	975	3,410	3,755
1,574.35	but less than	1,585.85	136,000	68,000	982	3,435	3,780
1,585.85	but less than	1,597.35	137,000	68,500	989	3,460	3,810
1,597.35	but less than	1,608.85	138,000	69,000	996	3,485	3,835
1,608.85	but less than	1,620.35	139,000	69,500	1,003	3,510	3,865
1,620.35	but less than	1,631.85	140,000	70,000	1,010	3,535	3,890
1,631.85	but less than	1,643.35	141,000	70,500	1,017	3,560	3,920
1,643.35	but less than	1,654.85	142,000	71,000	1,024	3,585	3,945
1,654.85	but less than	1,666.35	143,000	71,500	1,031	3,610	3,975
1,666.35	but less than	1,677.85	144,000	72,000	1,038	3,635	4,000
1,677.85	but less than	1,689.35	145,000	72,500	1,045	3,660	4,030
1,689.35	but less than	1,700.85	146,000	73,000	1,052	3,685	4,055
1,700.85	but less than	1,712.35	147,000	73,500	1,059	3,710	4,085
1,712.35	but less than	1,723.85	148,000	74,000	1,066	3,735	4,110
1,723.85	but less than	1,735.35	149,000	74,500	1,073	3,760	4,140

Base Weekly Salary (1,2)			Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
						Schedule I < 10 yrs	Schedule II > 10 yrs
1,735.35	but less than	1,746.85	150,000	75,000	1,080	3,785	4,165
1,746.85	but less than	1,758.35	151,000	75,500	1,087	3,810	4,195
1,758.35	but less than	1,769.85	152,000	76,000	1,094	3,835	4,220
1,769.85	but less than	1,781.35	153,000	76,500	1,101	3,860	4,250
1,781.35	but less than	1,792.85	154,000	77,000	1,108	3,885	4,275
1,792.85	but less than	1,804.35	155,000	77,500	1,115	3,910	4,305
1,804.35	but less than	1,815.85	156,000	78,000	1,122	3,935	4,330
1,815.85	but less than	1,827.35	157,000	78,500	1,129	3,960	4,360
1,827.35	but less than	1,838.85	158,000	79,000	1,136	3,985	4,385
1,838.85	but less than	1,850.35	159,000	79,500	1,143	4,010	4,415
1,850.35	but less than	1,861.85	160,000	80,000	1,150	4,035	4,440
1,861.85	but less than	1,873.35	161,000	80,500	1,157	4,060	4,470
1,873.35	but less than	1,884.85	162,000	81,000	1,164	4,085	4,495
1,884.85	but less than	1,896.35	163,000	81,500	1,171	4,110	4,525
1,896.35	but less than	1,907.85	164,000	82,000	1,178	4,135	4,550
1,907.85	but less than	1,919.35	165,000	82,500	1,185	4,160	4,580
1,919.35	but less than	1,930.85	166,000	83,000	1,192	4,185	4,605
1,930.85	but less than	1,942.35	167,000	83,500	1,199	4,210	4,635
1,942.35	but less than	1,953.85	168,000	84,000	1,206	4,235	4,660
1,953.85	but less than	1,965.35	169,000	84,500	1,213	4,260	4,690
1,965.35	but less than	1,976.85	170,000	85,000	1,220	4,285	4,715
1,976.85	but less than	1,988.35	171,000	85,500	1,227	4,310	4,745
1,988.35	but less than	1,999.85	172,000	86,000	1,234	4,335	4,770
1,999.85	but less than	2,011.35	173,000	86,500	1,241	4,360	4,800
2,011.35	but less than	2,022.85	174,000	87,000	1,248	4,385	4,825
2,022.85	but less than	2,034.35	175,000	87,500	1,255	4,410	4,855
2,034.35	but less than	2,045.85	176,000	88,000	1,262	4,435	4,880
2,045.85	but less	2,057.35	177,000	88,500	1,269	4,460	4,910

			Group Life Insurance Amount Before Age 65 (3)	AD&D Benefit Amount (4)	Weekly S&A Benefit Amount	Extended Disability Benefit Amount (5)	
Base Weekly Salary (1,2)						Schedule I < 10 yrs	Schedule II > 10 yrs
	than						
2,057.35	but less than	2,068.85	178,000	89,000	1,276	4,485	4,935
2,068.85	but less than	2,080.35	179,000	89,500	1,283	4,510	4,965
2,080.35	but less than	2,091.85	180,000	90,000	1,290	4,535	4,990
2,091.85	but less than	2,103.35	181,000	90,500	1,297	4,560	5,020
2,103.35	and over		182,000	91,000	1,304	4,585	5,045

- (1) "Base Weekly Salary" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, and all other extra compensation.
- (2) "Base Weekly Salary" to be used in determining the Group Life Insurance and the Accidental Death and Dismemberment Benefit shall be:
 - (i) the employee's Base Weekly Salary as defined in VII.C(1) above for employees at work on or after September 24, 2012;
 - (ii) for employees with a last day worked prior to June 1, 2009, the employee's Base Hourly Rate as defined in VII.A(1) above, plus the sum of the cost-of-living allowance in effect as of last day worked, minus \$2.00.
 - (iii) for employees with a last day worked on or after June 1, 2009, the employee's Base Hourly Rate as defined in VII.A(1) above. Cost-of-living will not be used in determining life insurance amounts and is eliminated from the schedule of benefits effective June 1, 2009.
- (3) After age 65 the amount shown will be reduced as provided in Section II.B.
- (4) Twice the scheduled amount may be payable for an occupational related death (as defined in Section III.A.(1)).
- (5) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have ten or more years of credited service under the Pension Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

VIII. GENERAL

- A. During the term of this Life and Disability Insurance Program, the Company will pay the premiums required, including any future increases of premiums, for the group insurance referred to in Section I, except for such contributions or payments by employees, retired employees and surviving spouses as are required under the Program. The Company shall receive and retain any dividends paid or credits, refunds, or reimbursements, by whatever name called, made in respect of the group insurance referred to in Section I.
- B. When contributions or payments by employees, retired employees or surviving spouses are required, they shall pay their contributions to the Company by cheque or money order on or before the 10th day of the month for which coverage is to be provided or, if suitable arrangements can be made, directly to the carrier on or before the due date.
- C. The provision of this Life and Disability Insurance Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall not be applicable to employees who are or become subject to laws which now or hereafter may prescribe benefits, by whatever name called, for employees who are disabled by non-occupational sickness or accident, or similar disability, and compliance by the Company with such laws shall be deemed full compliance with the provisions of this Life and Disability Insurance Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance coverage (with such changes as may be required from time to time by changes in the law or regulations or rulings) and will make available to employees subject to such laws, group sickness and accident insurance, group reinstated sickness and

accident insurance and group extended disability insurance coverage as nearly equal as practicable to that provided under the applicable insurance policies referred to in Section I hereof; provided, that approval of:

- (1) the coverage now in force or to be made available as compliance by the Company with laws applicable, and
- (2) the contents of the policy and the contract forms of such coverage,

is obtained and continuously maintained from the proper governmental authorities; and provided further that the cost to the Company of making such coverage available to employees subject to such laws is not greater than the cost to the Company would have been if it had made available group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance to the same group of employees under the applicable insurance policies referred to in Section I.

- D. The benefits provided for in this Life and Disability Insurance Program shall be in lieu of and in substitution for any and all other plans providing for insurance, disability benefits, payments or coverage of any kind or nature to employees, retired employees, and surviving spouses, for death, sickness, accident, or disability, in which the Company participates, other than benefits required by law for occupational death or disability, statutory benefits, and the Company pension plans.

New Hires:

- E. A newly hired employee shall become eligible for coverage under this Life and Disability Insurance Program after the Effective Date described in Section VIII.O., or prior thereto under the Life and Disability Insurance Program in effect immediately prior to the Effective Date, on the first day of a calendar month next following the month in which employment commences, except that:

- (1) a newly hired employee shall not be eligible for sickness and accident insurance benefits until the

- first day of the fourth calendar month next following the month in which employment commences;
- (2) in the event the Company otherwise qualifies for a premium reduction under the Unemployment Insurance Act, the eligibility date for Sickness and Accident Benefits shall not be later than the date necessary to retain the Company's eligibility for Unemployment Insurance premium reduction;
 - (3) if an employee dies as a result of bodily injuries prior to becoming insured for group life insurance and group accidental death and dismemberment insurance, such insurance coverage will be provided for such death but only if:
 - (a) a benefit would be payable for such death under Section III. of this Life and Disability Insurance Program if such employee was insured at the time of such injuries;
 - (b) the bodily injuries are caused solely by employment with the Company; and
 - (c) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place.

Eligibility:

- F. No employee, retired employee or surviving spouse shall be covered under this Life and Disability Insurance Program unless they are eligible and have duly enrolled therefor.

Amounts of group life, group accidental death and dismemberment, group sickness and accident, group reinstated sickness and accident and group extended disability insurance shall be determined in accordance with the schedule of benefits in Section VII. hereof, except that an employee who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower rate than the job the employee held immediately prior to his disability absence, will have amounts of group life, group accidental death and dismemberment, group sickness and accident, group reinstated sickness and accident and group extended disability insurance determined in accordance with the higher rate of the former job, as determined by the

schedule of benefits in Section VII. hereof, for as long as the employee receives payments under any applicable workers' compensation law in reimbursement for the loss in pay occasioned by such physical limitation.

Each increase or decrease in the amount of an employee's group life, group accidental death and dismemberment, group sickness and accident, group reinstated sickness and accident or group extended disability insurance due to an increase or decrease in pay rate shall become effective automatically on the first day of the month coinciding with or next following the date the increase or decrease becomes effective; provided, however, that if an employee is both disabled (i.e., ill or injured) and away from work, or is on a layoff or leave of absence, on the date the employee's insurance would otherwise be increased or decreased, the effective date of the increase or decrease in insurance shall be deferred until the employee returns to active work. For insurance purposes, any retroactive change in an employee's rate of pay shall be deemed to become effective on the date of the determination of the change in the rate of pay. Irrespective of the foregoing, if an employee's pay rate on the last day worked preceding the date of illness or injury or the date the employee becomes permanently and totally disabled or the date of the employee's death would, under the schedule of benefits in Section VII. of this Life and Disability Insurance Program, entitle the employee or beneficiary to a higher amount of sickness and accident insurance benefits, reinstated sickness and accident insurance benefits, extended disability insurance benefits, group life insurance or accidental death and dismemberment insurance, payment of benefits shall be on the basis of the higher amount.

- G. If an employee is both disabled (i.e., ill or injured) and away from work, or is on a layoff or leave of absence, on the date any group life, accidental death and dismemberment, sickness and accident, reinstated sickness and accident or extended disability coverage under this Life and Disability Insurance Program (except the coverages referred to in Section II.B., II.D., II.G. and II.H. herein) would otherwise become effective for the employee (including changes in

coverage which would otherwise become effective on the Effective Date of this Life and Disability Insurance Program), the effective date of such coverage will be deferred until the date the employee returns to active work. A leave of absence existing on the Effective Date of this Life and Disability Insurance Program for an employee working with a Local Union or the National Union will not operate to defer the effective date of any coverage for such employee under this Life and Disability Insurance Program.

All employees who are covered or receiving or entitled to benefits, or having rights under the coverages in effect prior to the Effective Date of this Life and Disability Insurance Program who are not eligible to become covered thereby on the Effective Date of this Life and Disability Insurance Program, shall retain such status, benefits, or rights in accordance with the conditions, provisions, and limitations of such coverages so long as they remain ineligible to become covered by this Life and Disability Insurance Program.

Overpayment:

H. If it is determined that any benefit or benefits paid to an employee under the group insurance referred to in Section I. should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment to the Insurance Company. If the employee fails to repay such amount of overpayment promptly, the Insurance Company shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to or on behalf of the employee under the group insurance referred to in Section I., or may request the Company to make an appropriate deduction or deductions from future compensation payable by the Company to or on behalf of the employee. If the employee fails to promptly make suitable repayment arrangements for overpayments discovered after September 20, 2005, the deduction or deductions may include an immediate and permanent reduction to the amount of Group Life Insurance, in force under Section II, by the amount of the outstanding overpayment. This reduction may be up to the full amount of Group Life Insurance in effect. If applied, this reduction will be communicated in writing to the employee and the designated beneficiary(ies) of such Group Life

Insurance at the last known address on record with the Company.

- I. If any benefits listed in Section IV. D., E. (3) or Section VI.B. are awarded retroactively, they shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayment of any insurance program benefits shall be calculated accordingly. Recovery of any such overpayment will be made in accordance with Section VIII.H. above.

Subrogation:

- J. In the event of any payment to the employee under the Life and Disability Insurance Plan for loss of income for which the employee may have a cause of action against a third party the Company or their Administrator will have their interest subrogated in this regard. This will entitle the Administrator or the Company, to be reimbursed for any amount that the employee recovers for loss of income from both their Administrator or the Company and the third party, which exceeds the employee's actual loss of income.

The employee will execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights. The employee may take no action which may prejudice the subrogation rights.

The subrogation rights referred to above do not apply to an individual plan purchased by the employee specifically for wage loss replacement.

- K. This Life and Disability Insurance Program is contingent upon and subject to obtaining such approvals as may be necessary from the Insurance Department or corresponding authority of any province or provinces of the coverage documents providing the coverages referred to in this Life and Disability Insurance Program, and the benefits provided, and proposed to be provided, by each of them. As to any group insurance policy, if the Insurance Company shall be unable to change, be unable to issue, or refuse to change or issue, the group insurance policy so as to contain any one or more of the provisions referred to in this Life and Disability Insurance Program, no

employee, retired employee or surviving spouse shall have any right or benefit that they would have had under the group insurance policy if it had contained such provision or provisions. As to any other contract or arrangement, if the underwriter shall be unable to change, be unable to issue or provide, or refuse to change, issue, or provide, the contract or arrangement so as to contain or include any one or more of the provisions referred to in this Life and Disability Insurance Program, no employee, retired employee or surviving spouse shall have any right or benefit that they would have had under the contract or arrangement if it had contained or included such provision or provisions. If, for any reason not due to the fault of the Company, the Insurance Company or any other underwriter shall terminate or refuse to renew the group insurance policies, contracts, or arrangements, or any of them, the Company shall endeavour to obtain new group insurance policies, contracts, or arrangements, or any of them, providing coverage or coverages as similar to those provided by the terminated or not renewed policies, contracts, or arrangements, as the Company is reasonably able to obtain.

- L. The Company shall be under no obligation by reason of this Life and Disability Insurance Program except in good faith to endeavour to obtain the coverages referred to herein, and to pay its share of the premiums and to fulfill any obligations it undertakes in the group policies, contracts, or arrangements providing the coverages referred to in this Life and Disability Insurance Program.
- M. Any and all references in this Life and Disability Insurance Program to an employee or to employees shall include only employees as to whom the collective bargaining agreement to which this Life and Disability Insurance Program is attached applies, but shall not include retired employees except where the context specifically requires otherwise.
- N. Unless expressly provided in this Life and Disability Insurance Program, neither party shall request, demand, or propose any change in this Life and Disability Insurance Program or any modification thereof or supplement thereto, or with respect to any

plan or arrangement contemplating payment of benefits of the kinds provided for by this Life and Disability Insurance Program, or with respect to contributions concerning such plan or arrangement, nor shall a change in or addition to this Life and Disability Insurance Program be an object of or a reason for any strike or lockout or other exercise of economic force or threat thereof by the Union or Company.

- O. Any reference in this Life and Disability Insurance Program to the Effective Date of this Life and Disability Insurance Program or to the Effective Date shall be construed to mean October 1, 2012, and the provisions of this Life and Disability Insurance Program with regard to group life insurance, group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall, except as otherwise expressly provided herein, become effective on the Effective Date; except as expressly otherwise provided herein, become effective for each locality providing such coverage on October 1, 2012, or such date thereafter as may be practicable for the locality. Until the applicable respective provisions of this Life and Disability Insurance Program become effective in accordance with the above sentence and except as otherwise expressly provided herein, the applicable provisions of the Life and Disability Insurance Program incorporated by reference in the Collective Bargaining Agreement dated September 15, 1993, between the Company and the CAW shall continue in effect, but no change in benefits thereunder shall result from any adjustments in pay rates provided for in the Collective Bargaining Agreement to which this Life and Disability Insurance Program is attached, prior to October 1, 2012. Notwithstanding the provisions in Section VIII.F., all changes in coverage resulting from a change made in this Life and Disability Insurance Program from the Life and Disability Insurance Program in effect immediately prior to the Effective Date shall become effective in accordance with the first sentence of this Section VIII.O. subject to Section VIII.G. of this Life and Disability Insurance Program. (c12)

MEMORANDUM OF UNDERSTANDING

WHEREAS the parties have established a Life and Disability Insurance Program as Exhibit "C" to the Collective Bargaining Agreement dated September 24, 2012;

AND WHEREAS the Unemployment Insurance Act, 1971 required that private wage loss replacement plans meet certain criteria for Employment Insurance premium reduction;

NOW THEREFORE the parties agree:

The provisions of Section IV.D. (1) of the Life and Disability Insurance Program to the contrary notwithstanding, an insured employee who has 13 weeks but less than 16 weeks of seniority and who is absent from work because of total disability shall be entitled, during the period The Life and Disability Insurance Program qualifies for Employment Insurance premium reduction, to receive sickness and accident benefits under the Life and Disability Insurance Program for a maximum period of 15 weeks, provided the employee is otherwise eligible.

(c12)

APPENDIX A

DEPENDENT GROUP LIFE INSURANCE

I. ELIGIBILITY DATE

An employee, other than a salaried employee, shall become eligible for dependent group life insurance on the first day of the fourth calendar month following the month in which employment commences provided that the employee has at least one eligible dependent as defined in Section III. below. If the employee does not then have such a dependent, the employee shall become eligible for dependent group life insurance on the first day of the calendar month following the date this condition is first met.

The date that the employee becomes eligible for dependent group life insurance shall be hereinafter referred to as the employee's eligibility date.

II. ENROLLMENT AND EFFECTIVE DATES

The employee's dependent group life insurance shall become effective as set forth below:

If the employee enrolls on or before the employee's eligibility date or during the 31-day period following the employee's eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, but in no event prior to the eligibility date.

If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee becomes insured for dependent group life insurance under a schedule and later decides to enroll for a higher amount of insurance under another schedule as set forth in Section IV herein, the employee must furnish evidence satisfactory to the insurance company of each dependent's good health. In the event the insurance company approves the evidence, insurance will become effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, with respect to those persons whose evidence has been approved and

who are still eligible dependents, as defined in Section III. below.

III. DEFINITION OF DEPENDENT

"Dependent" means:

- (a) the employee's spouse and
- (b) any unmarried child over 14 days of age
 - (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee;
 - (ii) of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household;
 - (iii) as defined in (i) and (ii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care.

A child as defined in (i), (ii) or (iii) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 21 must be dependent upon the employee within the meaning of the Canadian Income Tax Act and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

"Spouse" means the person to whom the employee is legally married, or, the person who has been cohabiting and residing with the employee for a continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse. Where there is more than one person who fits the definition of spouse as stated above, only one person, as designated by the employee shall be considered the spouse. No person may be considered a dependent of more than one employee.

The Definition of dependent used in this Appendix shall apply only to the dependent group life insurance set forth herein and shall be entirely independent of any such

definition used for the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage set forth in Exhibit G - The Health Care Program.

IV. AMOUNT OF INSURANCE

The amount of dependent group life insurance applicable to each dependent is as follows:

Schedule	Spouse Amount	Child Amount
I	\$5,000	\$2,000
II	\$10,000	\$4,000
III	\$15,000	\$6,000
IV	\$20,000	\$8,000
V	\$25,000	\$10,000
VI	\$30,000	\$12,000
VII	\$35,000	\$14,000
VIII	\$40,000	\$16,000
IX	\$45,000	\$18,000
X	\$50,000	\$20,000
XI	\$55,000	\$22,000
XII	\$60,000	\$24,000

V. CONTRIBUTIONS

The employee shall contribute the full cost of dependent group life insurance and contributions shall be payable monthly in advance through payroll deductions while actively at work. Effective January 1, 2013 the required monthly contributions, regardless of the number of dependents on whose account the employee is insured, is as set forth in the following schedule, which is subject to change.

Monthly Contribution Per \$1000 Based on Employee's Age									
Schedule	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69
I	0.29	0.35	0.43	0.70	1.16	1.83	2.85	4.36	6.63
II	0.57	0.71	0.86	1.40	2.32	3.66	5.70	8.73	13.26
III	0.86	1.06	1.29	2.10	3.47	5.48	8.56	13.09	19.90
IV	1.15	1.42	1.72	2.80	4.63	7.31	11.41	17.46	26.53
V	1.44	1.77	2.16	3.50	5.79	9.14	14.26	21.82	33.16
VI	1.72	2.12	2.59	4.19	6.95	10.97	17.11	26.18	39.79
VII	2.01	2.48	3.02	4.89	8.11	12.80	19.96	30.55	46.42

VIII	2.30	2.83	3.45	5.59	9.26	14.62	22.82	34.91	53.06
IX	2.58	3.19	3.88	6.29	10.42	16.45	25.67	39.28	59.69
X	2.87	3.54	4.31	6.99	11.58	18.28	28.52	43.64	66.32
XI	3.16	3.89	4.74	7.69	12.74	20.11	31.37	48.00	72.95
XII	3.44	4.25	5.17	8.39	13.90	21.94	34.22	52.37	79.58

When the employee attains a birthday which places the employee in a higher age bracket, the monthly contributions will change on the first day of the calendar month following the month in which such birthday occurs.

VI. PAYMENT OF BENEFITS

If a dependent dies from any cause while the employee is insured for dependent group life insurance, the amount of such insurance in force on account of the dependent shall be paid in a lump sum to the employee (the employee is the beneficiary for dependent group life insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case a dependent dies subsequent to the death of the employee.

This insurance is term insurance without cash, loan or paid-up values.

VII. CONTINUATION OF INSURANCE

An employee may continue dependent group life insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with Section V. above subject to the following time limits:

- A. for twelve months, if the employee is on an approved personal leave of absence;
- B. for the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;
- C. for the period (not to exceed twenty four months) equal to that for which the employee may be covered for non-contributory coverage under Section II.F.(1) of this Insurance Program, and thereafter for twelve additional months, if the employee is laid off;

- D. for the period equal to the lesser of (1) the employee's period of disability or (2) the employee's seniority if the employee has less than 10 years of seniority, or (3) to age 65 if the employee has more than 10 years of seniority, if the employee is on an approved disability leave of absence; and
- E. for the period of retirement but not beyond the end of the month in which the employee attains age 70.

VIII. CESSATION OF INSURANCE

Dependent group life insurance shall automatically cease on the earliest of the following:

- A. The date the employee or retired employee ceases to have a dependent as defined in Section III. above.
- B. If the employee or retired employee fails to make a required contribution for dependent group life insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.
- C. The last day of the calendar month in which the retired employee attains age 70.
- D. The date of discontinuance of dependent group life insurance under the Insurance Program.

The dependent group life insurance on account of any dependent shall automatically cease on the day immediately preceding the date such person ceases to be a dependent as defined in Section III. above.

IX. CONVERSION PRIVILEGE

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the dependent group life insurance on account of such person because of:

- A. the employee's death or cessation of the employee's eligibility for dependent group life insurance unless such cessation was due to discontinuance of

dependent group life insurance under the Insurance Program, or

- B. such person's ceasing to be a dependent as defined in Section III. above,

such person shall be entitled to have an individual policy of life insurance only, without disability or accidental means death benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

- (a) term insurance for a period of one year; or
- (b) term insurance to the policy anniversary nearest the employee's 65th birthday; or
- (c) life insurance under any regular plan then being issued by the insurance company;

and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of such person less than) the amount of dependent group life insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy can be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of life insurance dies during such 31-day period, the insurance company shall pay to the employee, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued. The employee's insurance certification shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

APPENDIX B

OPTIONAL GROUP LIFE INSURANCE

I. ELIGIBILITY DATE

An employee, other than a salaried employee, who is insured for the Life Insurance provided in accordance with Section II.A. and B., of Exhibit C - The Life and Disability Insurance Program, shall become eligible for Optional Group Life Insurance on the first day of the fourth calendar month following the month in which employment commences.

The date that the employee becomes eligible for Optional Group Life Insurance shall be hereinafter referred to as the employee's eligibility date.

II. ENROLLMENT AND EFFECTIVE DATES

The employee's Optional Group Life Insurance shall become effective as follows:

- A. If the employee enrolls on or before the employee's eligibility date, insurance becomes effective on the eligibility date.
- B. If the employee enrolls during the 31-day period following the employee's eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.
- C. If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee becomes insured for Optional Group Life Insurance and later decides to enroll for a higher amount of insurance as set forth in Section III. herein, the employee must furnish evidence satisfactory to the insurance company (a) of the employee's insurability, or (b) that the employee has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the insurance company approves such evidence, provided that in the

case of (b) above, the change in status is still in existence.

In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work on the date the insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance becomes effective on the date the employee returns to active work, provided the employee is then still eligible as set forth in Section I herein.

If the employee becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in Section III. herein, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the month for which the employee last contributed for the higher amount, whether or not the employee is then actively at work.

III. AMOUNT OF INSURANCE

An employee may elect one of the following amounts of Optional Group Life Insurance: Schedule I - \$10,000, Schedule II - \$20,000, Schedule III - \$30,000, Schedule IV - \$40,000, Schedule V - \$50,000 and for employees at work on or after October 29, 1990 Schedule VI - \$75,000 and Schedule VII - \$100,000, and for employees at work on or after October 5, 1999: Schedule VIII - \$125,000, Schedule IX - \$150,000, Schedule X - \$175,000 and Schedule XI - \$200,000 and Schedule XII - \$225,000.

The amount of Optional Group Life Insurance in force on account of an employee shall be reduced on the first day of the calendar month next following the month in which the employee attains age 66, and on each anniversary of such date, by 20% of the amount of Optional Group Life Insurance in force on the employee's 65th birthday. If after the employee's 65th birthday, an employee either enrolls initially for Optional Group Life Insurance or becomes insured for an increased or decreased amount of insurance, then, for the purpose of the reductions set forth in the preceding sentence, the amount of Optional Group Life Insurance shall be determined as though such initial increased or decreased amount were in force on the employee's 65th birthday.

No Optional Group Life Insurance is provided after the end of the month in which the employee attains age 70.

IV. CONTRIBUTIONS

The employee shall contribute the full cost of the Optional Group Life Insurance and contributions shall be payable monthly in advance. Effective January 1, 2009 the required monthly contribution for each \$1,000 of Optional Group Life Insurance is as set forth in the following table, which is subject to change.

Employee's Age	Monthly Contribution per \$1000
Less than 30	0.048
30 - 34	0.048
35 - 39	0.077
40 - 44	0.124
45 - 49	0.230
50 - 54	0.392
55 - 59	0.632
60 - 64	0.947
65 - 69	1.330

Monthly contributions will be rounded to the nearest penny with half cents being rounded to the next higher cent.

When the employee attains a birthday which places the employee in a higher age bracket, the monthly contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

V. PAYMENT OF BENEFITS

- A. The amount of Optional Group Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured for Optional Group Life Insurance.
- B. At the written request of the beneficiary, Optional Group Life Insurance shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.

- C. If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.
- D. The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.
- E. This insurance is term insurance without cash, loan or paid-up values.

VI. CONTINUATION OF INSURANCE

An employee may continue Optional Group Life Insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with Section V. above subject to the following time limits:

- A. for twelve months, if the employee is on an approved personal leave of absence;
- B. for the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;
- C. for the period equal to that for which the employee may be covered for non-contributory coverage under Section II.F.(1) of this Insurance Program, and thereafter for twelve additional months, if the employee is laid off;
- D. for the period equal to the lesser of (1) the employee's period of disability or (2) the employee's seniority if the employee has less than 10 years of seniority or, (3) to age 65 if the employee has more than 10 years of seniority, if the employee is on an approved disability leave of absence; and
- E. for the period of retirement but not beyond the end of the month in which the employee attains age 70.

VII. CESSATION OF INSURANCE

Optional Group Life Insurance shall automatically cease on the earliest of the following:

- A. The date the employee ceases to be insured for Life Insurance provided in accordance with Section II.A. and B. of Exhibit C - The Life and Disability Insurance Program.
- B. If the employee fails to make a required contribution for Optional Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.
- C. The last day of the calendar month in which the employee attains age 70.
- D. The date of discontinuance of Optional Group Life Insurance under the Life and Disability Insurance Program.

VIII. CONVERSION PRIVILEGE

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the employee's Optional Group Life Insurance because of cessation, in accordance with Section II.G.(1) and (2) of the employee's Life Insurance provided in accordance with Exhibit C - The Life and Disability Insurance Program, the employee shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

- (a) term insurance for a period of one year if under age 65; or
- (b) term insurance to the policy anniversary nearest the employee's 65th birthday; or (c) life insurance under any regular plan then being issued by the insurance company and the premium for such individual policy

shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to or, at the option of the employee, less than the amount of the employee's Optional Group Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the employee dies during such 31-day period, the insurance company shall pay to the employee's beneficiary of record, whether or not the employee shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued.

APPENDIX C

PROCEDURE FOR REVIEW OF DENIED CLAIMS

- A. To afford employees a means by which they can seek review and possible reconsideration of a denied claim, internal procedures of Chrysler Canada Inc. and the Insurance Company will provide a procedure along the following lines:
- B. The formal notification letter from the group insurance representative by which the employee is advised that a claim is denied will inform the employee that if there are any questions regarding the denial they may be referred to the plant group insurance office.
- C. Upon request, the group insurance office will advise what if anything the employee can do to support the claim for payment of benefits.
- D. The employee may request a Union representative to discuss insurance matters with local management to obtain this information.
- E. Upon request, a representative of local management will review the employee's case with the Union representative. At this meeting, there will be furnished

to the Union representative all the material pertinent to the claim including any detailed explanation of the reasons for the denial of the claim.

- F. If, after discussion with the representative of local management, the Local Union representative contests the position of management, the Local Union representative can refer the case to the National Union for review with the Senior Disability Manager or a designated representative. At such time the Local Union representative should advise local management of this intention.
- G. The Company and the National Union will review the case, as at present, and if they are unable to resolve their differences the Company at the request of the Union will request a review by a mutually agreed upon independent third party and will incorporate in such request the Union's position.
- H. The third party will report to the National Union and to the Company its action as the result of such review. The results of this report will be final and binding on the Company, the Union, the employee and the insurance carrier.

LETTERS

(C-1) S & A BENEFITS – MISCARRIAGE

This will confirm our understanding reached during 2002 negotiations regarding a specific application of Sickness and Accident benefits (S & A).

The Company will make arrangements with the carrier for the provision of eligibility for S & A benefits from the first normal working day of absence when the absence is due to the loss of a pregnancy through miscarriage. There will be no duplication of benefits in the event that the employee is also eligible for bereavement leave.

This application will be consistent with that of an accident disability as outlined in section IV A. of Exhibit C to the Collective Agreement. (n02)

(C-2) EXTENDED DISABILITY BENEFITS - S.E.R.P.

Section VI.B.(1) of Exhibit C to the collective bargaining agreements provides that extended disability benefits payable under that Section will be reduced by benefits the employee is eligible to receive under any contributory pension or retirement program then in effect to which the Company or any of its subsidiaries has contributed.

This will confirm that notwithstanding the requirement of Section VI.B.(1), the reduction of benefits that the employee is eligible to receive under the Chrysler Canada Inc. Retirement Plan for Salaried Employees, will be limited to 80% of the non-actuarially reduced benefits such employee is eligible to receive under the contributory portion of the Plan and 100% of the non-actuarially reduced benefits such employee is eligible to receive under the non-contributory portion of the Plan. (c02)(c12)

(C-3) OVERPAYMENT RECOVERY

You asked that we provide you with a statement regarding deductions from future compensation payable by the Company which result from group insurance overpayments.

This is to advise you that we intend that these deductions will be made in a reasonable manner so as not to cause employees undue hardship. (c02)

(C-4) DISABILITY EVALUATION PROGRAM

The Company and the National Union, (CAW-Canada), have agreed to implement a new program known as the "Disability Evaluation Program", designed to provide independent disability evaluations in disputed sickness and accident benefit cases.

The Disability Evaluation Program will continue to be implemented as follows:

- Examinations may be performed by private physicians and/or clinic physicians approved by the Company and the National Union, (CAW-Canada). The Company and the Union have selected physicians and clinics from among the best qualified, that are sufficient in number, size and location so as to ensure the program operates effectively and efficiently. A physician or clinic may be added to or deleted for cause from the list of approved examiners by the Company and the Union.
- The Company will instruct the carrier to provide all examiners with a description of the employee's job classification duties and to encourage the examiner to inquire of the employee the nature of the employee's job and work environment in order to facilitate the examiner's determination as to whether the employee is able to work.
- On a periodic basis representatives of the Company and the Union will meet with an Advisory Committee composed of three representatives selected by the CAW President for Canada on problems as to nature and quality of disability examinations, the performance of approved facilities, and review the overall program performance and consider recommendations by the Advisory Committee to improve the program.
- Persons responsible for administering claims at the plant level will make a conscientious effort, prior to scheduling examinations particularly for short term disabilities, to:
 - A. make telephone contact to determine the employee's current status, if unknown, and

B. refrain from scheduling for an examination any employee who has not filed a claim for sickness and accident benefits for a period of 18 consecutive months immediately prior to the disability absence not including time off the roll due to permanent separation, provided the disability absence does not extend beyond the anticipated duration of disability.

- An employee will be given 48 hours advance written or verbal notification of the scheduling of an examination.
- Examinations will not be performed during a benefit waiting period.
- Reasonable effort will be made to determine by telephone or other means why an employee fails to show up for a scheduled examination.
- Sickness and accident benefits shall terminate as of the date of the examination if the employee is not qualified for benefits, except when the results are not available to the employee by the third working day following the day of the examination, in which case benefits will be payable through the date the results are available to the employee.
- The examination report (both verbal and written) will include, in addition to "able to work" or "not able to work", "able to work with restrictions". An employee found "able to work with restrictions" who reports to the plant for reinstatement without a release to return to work from the attending physician and who is not returned to work as the result of medical restrictions and/or limitations made by the plant physician will continue to receive sickness and accident benefits provided the employee's attending physician continues to certify the employee is totally disabled. The written notification of results to the employee determined to be "able to work" or "able to work with restrictions" will include instructions to report to the plant for evaluation by the plant physician.
- Benefit payments for an employee found "not able to work" after having been released to work by the attending physician will be based on a determination of the plant physician in accordance with Section IV (k) (Layoff Disability Option) of Exhibit C to the P & M Agreement. The Group Insurance Representative will advise such employee to report to the plant.
- The Company will provide to each local Union Benefit Representative (but not more often than every six

months), information as to the number of examinations scheduled at the Representative's location and the results, e.g., "able to work", "not able to work" and "able to work with restrictions".

While arrangements may differ from one plant area to another due to such factors as the size of the plant, the area involved or the availability of qualified medical examiners, the program, to the extent possible, will include the following:

- The results of any examination will be final and binding on the Company, the Union, the employee and the insurance carrier;
- An employee may be scheduled for one or more examinations during the same disability period; and
- An employee examined by an examiner will be instructed to call the clinic, plant, or insurance carrier, as appropriate, between designated hours on the day of the examination for a verbal report as to whether the employee is "able to work", "not able to work" or "able to work with restrictions".

(C-5) BENEFIT COMMITTEE

During the 1996 negotiations the parties recognized that controlling the cost of the Sickness and Accident Benefit Program is a matter of critical importance to the future viability of the Company and to the job security of Union members.

The parties agree to establish a Committee composed of four members, one designated by the CAW President for Canada and one designated by the Chairperson of the Bargaining Committee and two members designated by the Corporation to study and evaluate the Program. Upon mutual agreement, the committee will engage in activities that may have high potential for cost savings including the implementation of pilot programs designed to improve the functioning of the Program while continuing to provide the level of benefits under and consistent with the intent of the Program. The initial study to be considered by the Committee will be the feasibility of integrating Sickness and Accident benefits with Unemployment Insurance disability benefits. (c02)

(C-6) VACATION LEAVE CONTIGUOUS WITH PLANT VACATION

This will confirm our understanding that group life insurance will be continued at Company expense for employees on a leave of absence contiguous with the plant vacation shutdown period (other than a leave of absence for vacation or a leave of absence requested by the Local Union to permit an employee to work for the Local Union), in accordance with the following:

1. Notwithstanding the provisions of Sections II.E. and solely for the purpose of continuing group life insurance, an employee will be deemed to be actively on the payroll of the Company during the designated plant vacation shutdown period provided such coverages are in force on a Company paid basis at the commencement of the designated plant vacation shutdown period.
2. Under the provisions described in 1. above, an employee's coverages will be continued during the month following the month(s) in which the designated plant vacation shutdown period occurs. (c02)

(C-7) D.E.P. - MILEAGE

This will confirm our understanding relative to certain employees at Chrysler Canada Inc. regarding the reimbursement for mileage in travelling to and from medical examinations requested under the D.E.P.

Chrysler Canada will arrange with the Insurance Company for an employee whose place of residence is more than sixty-four (64) kilometers one way from the office where a medical examiner will perform an examination to be reimbursed, upon request, at the rate of forty (40) cents per kilometer for kilometers actually driven from such residence to such physician's office and back, using the most direct route available.

If an employee who would otherwise qualify for this payment does not have access to an automobile, the employee may arrange in advance of the examination, for reimbursement of other Insurance Company approved transportation cost. (c02)(c12)

EXHIBIT D

RELOCATION ALLOWANCE PLAN

Incorporated by reference in the collective bargaining agreements dated September 24, 2012, between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its CAW Locals 444, 1498, 195, 1459 and 1285 at Brampton.

(1) ELIGIBILITY

An employee shall be eligible for a Relocation Allowance provided that the employee:

- (a) is engaged on an operation or employed in a department which is transferred from one plant (hereinafter referred to as Prior Plant) to another plant (hereinafter referred to as New Plant) of the Company and transfers to the New Plant pursuant to the sections of Collective Bargaining Agreement relating to Transfer of Operations Between Plants and commences work at the New Plant; and
- (b) had seniority on the last day he was in Active Service as defined in Definition (1) of Article VIII of the Supplemental Unemployment Benefit Plan, Exhibit A-1, at the Prior Plant and such Seniority has not been broken by quit on or prior to the date on which the Relocation Allowance is paid; and
- (c) the New Plant is at least 80 kilometers from the Prior Plant and the Employee has moved residence because of the transfer to the New Plant; and
- (d) has made application for a Relocation Allowance within six (6) months after commencing work at the New Plant, in accordance with the procedure established by the Corporation.

(2) PAYMENT

- (a) A Relocation Allowance shall be payable by the Company in a lump sum.
- (b) The amount of a Relocation Allowance shall be determined from the following table:

Kilometers Between Plant Locations		Allowance
80	- 159	\$3,000.00
160	- 479	\$3,300.00
480	- 799	\$3,600.00
800	- 1,599	\$3,900.00
1,600 or more		\$4,200.00

(3) EFFECT OF OTHER RELOCATION BENEFITS

In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future Federal or Provincial legislation the amount of Relocation Allowance provided under this Exhibit D when added to the amount of Relocation Allowance provided by such legislation shall not exceed the maximum amount of Relocation Allowance the employee is eligible to receive under the provisions of this Exhibit D.

(4) When operations are concurrently transferred between two or more plants, the number of employees to be transferred from one plant will be offset against the number to be transferred to that plant and only the number of employees equal to the net difference will be transferred and entitled to Relocation Allowance.

(5) A single Relocation Allowance payment will be paid when more than one member of a family living in the same residence are relocated pursuant to the sections of Collective Bargaining Agreement relating to Transfer of Operations between Plants.

EXHIBIT F - LEGAL SERVICES PLAN

TABLE OF CONTENTS

Page No.

Agreement.....	1
-----------------------	----------

Section

1. Establishment and Continuance of Plan.....	2
2. Definitions.....	3
3. Administration.....	7
4. Eligibility.....	12
5. Benefits.....	14
6. Financing.....	19
7. General Provisions.....	20
Attachment 1 Fee Schedule.....	22

EXHIBIT F

SUPPLEMENTAL AGREEMENT CONCERNING

CAW-CHRYSLER LEGAL SERVICES PLAN

BETWEEN:

CHRYSLER CANADA INC.

hereinafter called the "Company"

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA,
(CAW-CANADA) AND LOCALS 444, 1498, 195, 1459 AND
1285 AT BRAMPTON**

(hereinafter called the "Union")

The Company and the Union, on behalf of the employees covered by the Collective Bargaining Agreements of which this CAW-Chrysler Legal Services Plan (hereinafter referred to as the "Plan") becomes a part, agree as follows:

Section 1. ESTABLISHMENT AND CONTINUANCE OF PLAN

- 1.01 The Plan was established as the UAW-Chrysler Legal Services Plan for UAW Represented Hourly Employees of the Company as Exhibit F to the Production and Maintenance Agreement, dated October 21, 1985, between the Company and the Union, then known as the International Union, United Automobile, Aerospace and Agricultural Workers of America, for the purpose of providing certain specified, personal legal service benefits to Participants. In a 1987 Agreement the Plan was continued as the CAW-Chrysler Legal Services Plan for CAW Represented Employees and in a 1989 Agreement the Plan was provided to Brampton and Brampton Represented Hourly Employees effective October 1, 1990. The Plan covers only legal services arising under the laws of Canada and the United States of America, or any province, state, territory or any political subdivision thereof.
- 1.02 The Plan is amended as set forth herein and shall be maintained for the duration of the Collective Bargaining Agreements to which this Plan is a part.
- 1.03 Inclusion of other Employees and Retirees
Any other employees or retirees of the Company (or of any domestic subsidiary of the Company) represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) or any of its local unions, being any local union of the National Automobile, Aerospace, Transportation and General Workers

Union of Canada, (CAW-Canada), by written agreement between the Company or the domestic subsidiary and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) or any such local union, may be deemed and treated as Employees or Retirees covered by this Plan, but nothing herein shall constitute such other employees or retirees and the Employees or Retirees therefore covered by this Plan a single unit appropriate for the purpose of collective bargaining, or be evidence that they constitute such a unit.

Section 2. DEFINITIONS

- 2.01 "Benefits" means the specified, personal legal services and related items which are necessary and appropriate to the particular legal matter covered by the Plan provided pursuant to this Agreement.
- 2.02 "Committee" means the Administrative Committee, as provided for in Section 3 of this Plan.
- 2.03 "Co-operating Lawyer" means a Lawyer, other than a full or part-time employee of the Plan, who has contracted with the Plan to provide one or more Benefits to Participants.
- 2.04 "Covered Dependent" means individual(s) related to an Employee or Retiree in any of the following ways:
- (a) "Spouse" means the individual currently married to a Participant under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than one year. Spouse includes the unremarried, surviving spouse of a deceased Participant. Each Employee or Retiree may

have only one Spouse for the purposes of this Plan and if there is more than one Spouse, the Employee or Retiree shall designate the Participant.

- (b) "Surviving Spouse" means an Employee's or a Retiree's Spouse who survives such person, and who is eligible for surviving spouse benefits under the Chrysler Canada Inc.-CAW Non-Contributory Pension Plan or is eligible for transition, bridge or health care coverages under the Insurance Plan provided under Exhibit "C", of the Collective Bargaining Agreements of which this Plan is a part. An individual shall cease being a surviving spouse on remarriage.
- (c) "Eligible Children" provided they meet the requirements of this subsection.
 - (i) Personal Status - the child must be the child by birth, legal adoption, or legal guardianship of the Employee or Retiree, or of the spouse of an Employee or Retiree;
 - (ii) Marital Status - the child must be unmarried;
 - (iii) Residency - the child must reside with the Employee, Retiree, Spouse or Surviving Spouse as a member of such Employee's, Retiree's, Spouse's or Surviving Spouse's household, such Employee, Retiree, Spouse or Surviving Spouse must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to training institution, child in school);
 - (iv) Dependency - the child must be dependent, within the meaning of the Income Tax Act of Canada, upon the

Employee, Retiree, Spouse or Surviving Spouse.

Eligibility under Section 2.04(c) ceases at the end of the calendar year in which the child becomes age 25, unless prior to such date the child has been determined to be totally and permanently disabled. For the purposes of this subsection "totally and permanently disabled" shall mean having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death, or to be of long-continued or indefinite duration, provided that each disabled child who has reached the end of the calendar year in which such child attained 25 years of age must legally reside with or be a member of the household of the Employee, Retiree, Spouse or Surviving Spouse and must be dependent upon the Employee, Retiree, Spouse or Surviving Spouse.

For the purposes of this Section, children of the Employee or Retiree shall include the after-born child by birth of deceased Employee or deceased Retiree.

- 2.05 "Collective Bargaining Agreement" means any Collective Bargaining Agreement between the Company and the Union which incorporates this Plan by reference.
- 2.06 "Director" means the individual appointed by the Committee, who is responsible for administering the Plan, set out in Section 3.01(e) of this Plan.
- 2.07 "Employee" means any individual who is actively employed by the Company in Canada, or who retains seniority rights under the terms of a Collective Bargaining Agreement of which this Plan is a part and

who is also a member of the bargaining unit as defined in the Agreement, represented by the Union.

- 2.08 "Fund" means the fund of assets established and maintained to provide Benefits under the Plan, as set out in Section 6 hereof.
- 2.09 "Lawyer" means an individual licensed to practice law in the relevant province and for the purposes of this Plan includes a notary in Quebec and a notary in British Columbia.
- 2.10 "Legal Services Plan Funding Excess" means the dollar amount by which cumulative contributions required by Section 6.02 of this Plan exceeds the cumulative operating expenses of the Legal Services Plan.
- 2.11 "Legal Worker" means any individual, other than a Lawyer or clerical employee, who is employed by the Plan, either on a full or part-time basis, to assist a Lawyer or Co-operating Lawyer in providing benefits.
- 2.12 "Participant" means an Employee, Retiree and/or Covered Dependent as defined in this Section 2.
- 2.13 "Retiree" means any individual who was formerly an Employee, who is eligible for benefits, other than a deferred pension, under the Chrysler Canada Inc.-CAW Non-Contributory Pension Plan, as amended from time to time.
- 2.14 "Special Contingency Fund Balance" means the dollar amount as determined under Sections 2 and 3 of the Memorandum of Understanding — Covering Special Contingency Fund between Chrysler Canada Inc. and CAW Canada and its Locals 444, 195, 1459 and 1285 (Brampton).

- 2.15 "Staff Lawyer" means a Lawyer employed by the Plan on a full or part-time basis, other than a Co-operating Lawyer.

Section 3. ADMINISTRATION

3.01 Allocation of Power and Duties

The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:

- (a) Union: name and monitor its members of the Committee, as provided in 3.02 below.
- (b) Company: name and monitor its members of the Committee, as provided in 3.02 below.
- (c) Independent Member: act as Chair of the Committee, and carry out such other responsibilities as may be delegated by the Committee members.
- (d) Committee: the Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:
 - (i) Select, appoint, remove, direct, and monitor the Director.
 - (ii) Receive the Director's recommendations for staff assistants, and if appropriate, to select, appoint, remove, direct and monitor such staff assistants.
 - (iii) Provide a mechanism, as set out in 3.03 below, for review and adjudication of the appeal of individuals dissatisfied with the actions of the Director, or any representative of the Plan.
 - (iv) In its sole discretion, establish limitations of any Benefit including related fees, but may not expand Benefits or add additional

Benefits beyond those specified in Section 5 below.

- (v) Prescribe uniform rules and regulations, consistent with the provisions of this Plan, for determining an individual's eligibility for Benefits, and for determining whether a claimed Benefit is covered or not.
- (vi) Prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits.
- (vii) In its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon.
- (viii) Either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan, and receive such disbursements. Establish and maintain such depository and other accounts as may be required.
- (ix) Receive a report, not less frequently than quarterly, together with an annual report, from the Director on the operation and status of the Plan.
- (x) Receive a report, not less frequently than annually, from the trustee or bank on the status of the Fund.
- (xi) Prescribe procedures for providing Benefits under the Plan.
- (xii) Delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.
- (xiii) In its sole discretion to permit staff lawyers to represent Participants on mixed benefits matters which exceed the prepaid limit and on referral benefits on a fee for service basis in accordance with the fees set forth in the Plan Fee Schedule as determined by the Committee from time to time, provided such

benefit is not excluded by Section 5.05 Exclusions.

- (e) Director: In addition to those delegated by the Committee, the Director shall have the following powers and duties:
 - (i) Act as the chief executive officer of the Plan.
 - (ii) When duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan.
 - (iii) Keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Chartered Accountant.
 - (iv) Prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulations thereunder.
 - (v) Receive applications for Benefits under the Plan.
 - (vi) Make initial determination of eligibility for and amount of Benefits.
 - (vii) Prepare, and recommend to the Committee an annual budget for the Plan.
 - (viii) Prepare, and present to the Committee quarterly and annual reports on the operation and status of the Plan.
 - (ix) Select and hire, under procedures approved by the Committee, a financial officer(s), all necessary Staff Lawyers, Legal Workers, clerical personnel and other such personnel as are necessary for the operation of the Plan.
 - (x) Negotiate and enter into contracts with Co-operating Lawyers, under such terms and conditions as the Committee may set.
 - (xi) Implement procedures, as appropriate, for evaluating Benefit usage under the Plan. Advise and inform the Committee on

patterns of Benefit usage. Recommend changes which may be helpful in delivering Benefits and otherwise accomplishing the purposes of the Plan.

3.02 Structure and Operation of the Committee.

The Committee shall have the following structure and functions:

(a) Appointment

The Committee shall consist of three (3) members appointed by the Company (hereinafter referred to as Company Members); three (3) members appointed by the Union (hereinafter referred to as Union Members); and, as Chair of the Committee, an Independent Member mutually satisfactory to the Company and the Union. Either the Company or Union may appoint alternate member(s). The Union may remove any Committee Member, or alternate, appointed by it. The Company may remove any Committee Member, or alternate, appointed by it. Any removal or appointment shall be effective upon receipt of written notification by the remaining members of the Committee.

(b) Compensation

Union and Company members of the Committee will serve without compensation from the Plan. The compensation of the Chair will be paid by the Plan, and will be set by majority vote of the Committee.

The Plan will procure the appropriate fiduciary duty, errors and omissions and related insurance coverage for Committee members, administrative personnel and Staff Lawyers. The Plan will bear the cost of such insurance coverage.

(c) Quorums and Decision

To constitute a quorum at any Committee meeting, at least two (2) Union members and two (2) Company members shall be present. At all Committee meetings, the Company members shall have 3 votes and the Union members shall have 3 votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chair shall cast the deciding vote.

(d) Frequency of Meetings

The Committee shall meet no less frequently than quarterly. Formal minutes of Committee meetings shall be prepared and kept.

(e) Requests for Funds

The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.

(f) Limitation on Authority

The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by this Agreement. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in Section 5.05

3.03 Appeal Procedure

Any Participant who, for any reason, is dissatisfied with any action or inaction of a Staff Lawyer, Co-operating Lawyer or Legal Worker in connection with

the Plan has a right to complain in writing to the Director, who shall within 30 days prepare a written decision and furnish the Participant with a copy of the written decision. A Participant who is dissatisfied with the Director's decision may, within 30 days after the date of the decision, appeal to the Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Director's decision. The Committee may, by majority vote, adopt procedures governing the handling and types of appeals which it will review. The Committee shall review the merits of any appeal. If the Committee allows an appeal, the Director shall give the participant written notice of the Committee's decision, which shall be final and binding on all parties. If the Committee disallows an appeal, the decision of the Director shall be final and binding on all parties, and the Director shall so notify the Participant in writing.

3.04 Responsibility of Committee Members

Each Committee member may rely upon any such direction, information or action of another Committee member as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.

3.05 No Enlargement of Rights

The Company's and the Union's rights under existing collective agreements shall not be affected by reason of any of the provisions of this Plan.

Section 4. ELIGIBILITY

4.01 Eligible Persons

The following individuals shall be eligible to receive the Benefits set out in Section 5, provided the

individual makes timely and adequate application therefore:

- (a) Employees hired prior to September 24, 2012 with at least one year of seniority, provided however, that eligibility ceases for any such Employee who has been continuously laid off for a period exceeding eighteen (18) months after the month in which such Employee's layoff began except eligibility will continue for a maximum of 24 months for any Employee laid off pursuant to the Workers Security Program, as described in the Memorandum to the Collective Bargaining Agreement, if such Employee is eligible to retire at the expiration of the layoff.
- (b) Covered Dependents, including the Spouse and Surviving Spouse, of Employees eligible under 4.01(a), provided however eligibility shall continue for thirty (30) days after the death of the Employee or of the Surviving Spouse.
- (c) Retirees hired prior to September 24, 2012 and their Covered Dependents, including Spouse and Surviving Spouse.
- (d) For estate matters only, personal representatives of the estates of those persons who at the date of their death, were eligible to receive benefits under any of sub-sections (a), (b) or (c) above. (c12)

4.02 Loss of Seniority

Any otherwise eligible Employee who has lost seniority under the terms of the Collective Bargaining Agreements of which this Plan is a part shall not be eligible to receive Benefits under this Plan. If such an Employee is reinstated and reacquires seniority, the Employee's eligibility, if any, shall resume on the effective date that such Employee reacquires seniority. However, eligibility of such Employee shall not terminate while a grievance is being pursued by the Union under the Agreement.

Section 5. BENEFITS

5.01 Subject to the limitations and exclusions of this and other Sections of this Agreement, the Plan will provide for the Benefits set out in this Section to all Participants who meet the eligibility requirements of Section 4 above.

5.02 For the purposes of this Section the following definitions apply:

- (a) Prepaid Benefit: means that the Plan will pay for all lawyer fees in accordance with the Plan Fee Schedule (attached hereto as Attachment I and forming part of this Agreement), as determined by the Committee from time to time.
- (b) Mixed Benefit: means that the Plan will pay for part of the lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time. The remainder of the lawyer's fees will be charged to the Participant in accordance with the Plan Fee Schedule.
- (c) Referral Benefit: means that the Plan will refer the Participant to a cooperating lawyer, if available, who will only charge the Participant lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time.

5.03 The following Benefits shall be provided, subject to the limitations and exclusions set out in this and other Sections of this Agreement, as determined by the Committee from time to time:

I	Wills and Estates	<u>Benefit</u>
1.	Wills.....	Prepaid
2.	Powers of Attorney.....	Prepaid
3.	Inter Vivos Trusts.....	Referral
4.	Estate Administration	
	(a) Lawyer's Work.....	Mixed

- (b) Estate Trustee's Work.....Referral
- 5. Litigation or Election Under Family Law Reform Act.....Mixed
- 6. Other (e.g. appeals)..... Referral

II Real Estate

- 1. Purchase, including incidental mortgages.....Prepaid
(Personal Use Only; 2 Year Rule)
- 2. Sale, including incidental discharges.....Prepaid
(Personal Use Only; 2 Year Rule)
- 3. Drafting of Agreement of Purchase or Sale..... Prepaid
- 4. Transfer, assignment, quit claim, discharge.... Prepaid
- 5. New Mortgage - not incidental to purchase..... Prepaid
- 6. Foreclosure or Power of Sale..... Mixed
- 7. Litigation..... Mixed
- 8. Other (e.g. appeals)..... Referral

III Tenants' Rights

- 1. Non Litigation..... Prepaid
- 2. Litigation..... Mixed
- 3. Other (e.g. appeals)..... Referral

IV Family

A. Uncontested Matters

- 1. Guardianship or Committee of
Minor or Mental Incompetent..... Prepaid
- 2. Private Adoption..... Prepaid
- 3. Change of Name..... Prepaid
- 4. Domestic Contract..... Prepaid
- 5. Divorce or Annulment..... Prepaid
- B. Uncontested Matters Not Listed Above..... Mixed
And Contested Matters
- C. Other (e.g. appeals)..... Referral

V Civil Litigation

1. Personal Injury..... Referral
2. Property Damage..... Mixed
3. Other (e.g., wrongful dismissal,
professional malpractice, appeals)..... Referral

VI Criminal and Motor Vehicle

1. Motor Vehicle
 - (a) Non-moving..... Referral
 - (b) Moving..... Mixed
2. Criminal..... Mixed
3. Pardon..... Mixed
4. Estreat of Bail..... Mixed
5. Suspension of Driver's License for Medical..... Mixed
Reasons
6. Other (e.g. appeals)..... Referral

VII Consumer/Debtor

1. Defence of Collection Actions on Personal/
Family Debts..... Mixed
2. Personal Bankruptcy..... Mixed
3. Consumer Transactions..... Mixed
4. Insurance Claims of loss of coverage..... Mixed
5. Other (e.g., appeals)..... Referral

VIII Administrative Law

1. Veterans Benefit..... Mixed
2. Social Assistance Claim..... Mixed
3. Citizenship, Immigration, Deportation..... Mixed
4. Claims to Taxes by Government..... Mixed
5. Canada/Quebec Pension Plan..... Mixed
6. Revenue Ministry..... Mixed
7. Property Tax Assessment Dispute..... Mixed
8. Other (e.g., tax planning)..... Referral

5.04 Discretionary Limitations

Notwithstanding any other Section of this Agreement, any Benefit set out in this Agreement shall be subject to such limitations as the Committee, in its sole discretion, may impose. The Plan shall not provide, nor shall it be liable for Benefits in excess of such limitations.

5. Exclusions

Notwithstanding Section 5.03 above, the Plan shall not provide Benefits, or in any other manner pay for the following:

- (a) Any proceeding involving the Company and/or, their subsidiaries, their dealers, or any of their directors, officers or agents;
- (b) Any proceeding involving the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labour union or association representing Employees of the Company;
- (c) Any proceeding arising under the applicable labour relations acts, labour codes, labour standards acts, as may be amended;
- (d) Fines and penalties, whether civil or criminal;
- (e) Any judgment for civil damages, including judicially awarded costs;
- (f) Any action pending on or before the effective date of the Plan;
- (g) Legal services which are for a Participant's business, it being understood that real estate

matters involving personal use properties containing three units or less are not for a Participant's business;

- (h) Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented by Lawyers who are not in a conflict of interest position;
- (i) Costs attendant to the purchase or sale of real estate, such as registration fees, land transfer taxes, surveys, real estate agent fees and fees for title searches;
- (j) Matters involving Federal, Provincial, Municipal or Local election to any public office;
- (k) Workers' Compensation or Unemployment Insurance matters involving the Company;
- (l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Company, their subsidiaries, dealers, or any of their directors, officers or agents, the Union, or any benefit plan or trust established or maintained by the Company;
- (m) Any dispute involving the Plan;
- (n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the Company, including proceedings against any trust or insurance carrier through which such benefits are provided to the Company, its Employees or Retirees; and

- (o) All disbursements such as court filing fees, process serving, transcripts, expert witnesses, etc.

5.06 Co-ordination of Benefits

The Plan shall not be liable to provide Benefits in any matter to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally-enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (or more) Participants, the Plan shall coordinate pre-paid benefits.

If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

5.07 Non-assignment of Benefits

Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. In the event of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

Section 6. FINANCING

- 6.01 A Fund shall be established by the Company and held by a corporate trustee(s) or bank(s) and used to pay Benefits for Participants and pay administrative expenses of the Plan. The Company shall select such corporate trustee(s) or bank(s) and enter into any appropriate agreement for such purposes. The Fund will consist of the monies transferred to it from the

Company. The trustee or bank shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund shall not revert to or inure to the benefit of either the Company or the Union.

- 6.02 The Company will make available for funding the Plan, an amount equal to
- (a) thirteen cents for each hour worked for months in which the sum of the Legal Services Plan Funding Excess and the Special Contingency Fund Balance exceeds \$1,000,000, or
 - (b) eighteen cents for each hour worked for months in which the sum of the Legal Services Plan Funding Excess and the Special Contingency Fund Balance is below \$1,000,000.

In the event that funding is required under Section 6.02 (B) above, the Company will continue to fund pursuant to such section until the sum of the Legal Services Plan Funding Excess and the Special Contingency Fund Balance exceeds \$2,000,000. The Company will transfer monies to the Fund on a monthly basis in an amount sufficient for the administration of the Plan.

Section 7. GENERAL PROVISIONS

- 7.01 This Plan creates no vested rights of any kind. No Participant, nor any person claiming through such Participant, shall have any right, title or interest in or to the Fund, or other property of the Plan, or part thereof.
- 7.02 No matter respecting the delivery or non-delivery of the Benefits provided by this Plan, under the provisions of this Plan shall be subject to the

Grievance Procedure established in the Collective Bargaining Agreements of which this Plan is a part.

- 7.03 The Corporation and Union, by mutual agreement, may modify, amend, or terminate this Agreement, in whole or in part.
- 7.04 Provided that the assets of the Fund are adequate, no termination of this Plan shall deprive a participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee shall, if possible, make appropriate arrangements for representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.
- 7.05 Upon termination of this Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.
- 7.06 The Corporation and the Union shall make any amendments which are required by the Revenue Ministries and other governmental authorities to qualify the Plan under applicable legislation and maintain same. Furthermore, implementation of the Plan shall be subject to subsequent receipt by the Corporation of rulings satisfactory to the Corporation from proper governmental authorities:
- (a) that implementation of such Plan will not have any adverse effect upon any other favourable

rulings previously received by the Corporation,
and

- (b) that the Corporation contribution under this Plan is acceptable to the Revenue Ministries as a legitimate business expense deductible from Corporation income under the provisions of applicable income tax acts. The Corporation shall apply promptly for such rulings.

7.07 This Plan shall continue and remain in effect during the term of the Collective Bargaining Agreements of which this Plan is a part.

In Witness Whereof, the Corporation and the Union have caused this Plan to be executed by their duly authorized representatives as of the day and year first above written.

Attachment I

CAW LEGAL SERVICES PLAN FEE SCHEDULE - JANUARY 1, 2008

Legal Problem		*Plan Benefit	**Participant Pays
I. WILLS AND ESTATES			
1.	a) Single Wills or codicil	\$100 (B)	Nil
	b) Will or codicil for Spouse	\$50 (B)	Nil
2.	a) Single Power of Attorney	\$60 (B)	Nil
	b) Power of Attorney for Spouse	\$30 (B)	Nil
	c) Single Personal Care (Medical) Power of Attorney	\$40 (B)	Nil
	d) Personal Care (Medical) Power of Attorney For Spouse	\$20 (B)	Nil
3.	Estate administration		
	a) Lawyer's Work	\$220 (H)	\$110.(H)
	b) Estate Trustee's Work	Nil	\$110.(H)
4.	Election under Family Law		

	Reform Act	\$220 (H)	\$110.(H)
5.	Litigation		
	a) Claim is \$3,000.00 or less	\$440 (H)	\$110.(H)
	b) Claim is over \$3,000.00	\$1,100 (H)	\$110.(H)
6.	Other: (e.g. inter vivos trust, appeals)	Nil	\$110.(H)

II. REAL ESTATE

1.	Purchase, including incidental mortgages		
	a) Personal use property (2 year Rule)	\$600 (B)	Nil
	b) Other	Nil	\$600 (B)
	c) Adjacent lot purchases, aborted transactions	\$600 (H)	Nil
2.	Sale, including incidental discharges		
	a) Personal use property (2 year Rule)	\$400 (B)	Nil
	b) Other	Nil	\$400 (B)
	c) Aborted transactions	\$400 (H)	Nil

Legal Problem		*Plan Benefit	**Participant Pays
3.	Drafting of Agreement of Purchase or Sale (does not include review or minor amendments)		
	a) Personal use property (2 year Rule)	\$220 (H)	Nil
	b) Other	Nil	\$110 (H)
4.	Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment	\$110 (B)	Nil
5.	New Mortgage - not incidental to purchase (includes incidental discharges)	\$350 (B)	Nil
6.	Foreclosure or Power of Sale	\$3,300 (H)	\$110 (H)
7.	Litigation		
	a) Claim is \$3,000.00 or less	\$440 (H)	\$110 (H)

b) Claim is over \$3,000.00	\$3,300 (H)	\$110 (H)
Other: (e.g. appeals)	Nil	\$110 (H)

III. TENANTS' RIGHTS

1. Non Litigation (personal use property)	\$220 (H)	Nil
2. Litigation (personal use property)		
a) Monetary claim only and \$3,000.00 or less	\$440 (H)	\$110 (H)
b) Claim over \$3,000.00 or non-monetary (e.g. eviction)	\$3,300 (H)	\$110 (H)
Other: (e.g. appeals)	Nil	\$110 (H)

IV. FAMILY

1. Guardianship/Committee (Minor or Mental Incompetent)		
a) Uncontested	\$470 (B)	Nil
b) Contested	\$1,320 (H)	\$110 (H)

Legal Problem	*Plan Benefit	**Participant Pays
2. Private Adoption		
a) Uncontested	\$400 (B)	Nil
b) Contested	\$1,320 (H)	\$110 (H)
3. Change of Name		
a) Uncontested	\$200 (B)	Nil
b) Contested	\$1,320 (H)	\$110 (H)
4. Domestic Contract		
a) Uncontested	\$470 (B)	Nil
b) Contested	\$1,320 (H)	\$110 (H)
5. Divorce or Annulment		
a) Lawyer for Petitioner		
i) Uncontested	\$470 (B)	Nil
ii) Contested	\$1,320 (H)	\$110 (H)
b) Lawyer for Respondent		
i) Uncontested	\$1,320(H)	\$110 (H)
ii) Contested	\$1,320 (H)	\$110 (H)

6.	Quebec Notarial Marriage Contract	\$110 (H)	Nil
7.	Spouse or dependent conflict with employee or retiree - NCL	\$110 (H)	N/A
8.	Other		
	a) Uncontested matters not listed above	\$1,320 (H)	\$110 (H)
	b) Contested matters not listed above	\$1,320 (H)	\$110 (H)
	c) Appeals	Nil	\$110 (H)

V. CIVIL LITIGATION

1.	Personal injury (only or in addition to property damage)	\$220 (H)	\$110 (H)
2.	Property Damage Only (e.g. no personal injury)	\$220 (H)	\$110 (H)

Legal Problem	*Plan Benefit	**Participant Pays
3. Wrongful dismissal, Professional Malpractice	\$220 (H)	\$110 (H)
4. Others (e.g., appeals)	Nil	\$110 (H)

VI. CRIMINAL AND MOTOR VEHICLE

1.	Motor Vehicle		
	a) Non-moving	Nil	\$110 (H)
	b) Moving	\$440 (H)	\$110 (H)
2.	Criminal		
	a) Adult	\$440 (H)	\$110 (H)
	b) Young offender	\$440 (H)	\$110 (H)
3.	Pardon	\$440 (H)	\$110 (H)
4.	Estreat of Bail	\$440 (H)	\$110 (H)
5.	Suspension of Driver's License for Medical Reasons (initial hearing only)	\$3,300 (H)	\$110 (H)
6.	Other: (e.g. appeals)	Nil	\$110 (H)

VII. CONSUMER/DEBTOR

1. Defence action personal/family debts
(does not include items listed in
Schedule VIII or judgments for personal
injury or family law supports)
 - a) If \$3,000.00 or less \$440 (H) \$110 (H)
 - b) If over \$3,000.00 \$3,300 (H) \$110 (H)
2. Personal Bankruptcy (does not
include services ordinarily performed
by Trustee or Official Receiver)
 - a) If \$3,000.00 or less \$440 (H) \$110 (H)
 - b) If over \$3,000.00 \$3,300 (H) \$110 (H)
3. Consumer Transactions
(e.g., contracts, warranties)
 - a) If \$3,000.00 or less \$440 (H) \$110 (H)
 - b) If Over \$3,000.00 \$3,300 (H) \$110 (H)

Legal Problem	*Plan Benefit	**Participant Pays
4. Insurance Claims or loss of coverage		
a) If \$3,000.00 or less	\$440 (H)	\$110 (H)
b) If over \$3,000.00	\$3,300 (H)	\$110 (H)
Other: (e.g., appeals)	Nil	\$110 (H)

VIII. ADMINISTRATIVE LAW

1. Veterans Benefit	}	If \$3,000 or less	\$440 (H) \$110 (H)
2. Social Assistance Claim (includes Unemployment Insurance, Workers' Compensation and Criminal Injuries Compensation) ***			
3. Citizenship, Immigration, Deportation			
4. Claims to taxes by government (does not include tax planning or preparing tax returns).			
5. Canada/Quebec Pension Plan (initial hearing only)	}	If over \$3,000	\$3,300 (H) \$110.(H)
6. Revenue Ministry			
a) Audit			
b) Administrative proceeding (initial hearing only)			
7. Property Tax Assessment dispute (initial hearing only)	}		
8. Other: (e.g., tax planning, appeals) Nil			

* Plan Pays nil or block fee (B) or \$110.00 per hour (H) up to maximum fee as indicated. Plan benefit does not include GST or any other taxes.

** Participant Pays nil or block fee (B) or \$110.00 per hour (H) as indicated, (plus taxes, disbursements and title search fees).

*** Does not include Workers Compensation or Unemployment Insurance matters involving the Company.

NOTE: Conflicts with Spouse or Dependent: In these situations coverage for the Spouse or Dependent is limited up to one hour reimbursement only.

EXHIBIT G
THE HEALTH CARE PROGRAM

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
The Health Care Program	1
I. Group Hospital, Surgical, Medical, Drug, Dental, Vision and Hearing Aid Expense Benefits.....	2
II. Contributions.....	4
III. Definitions.....	11
IV. Health Care Committee	12
V. General	13
VI. Coordination of Benefits	18
VII. Subrogation	20
APPENDIX A - Data	21
APPENDIX B - Utilization Review and Cost Containment	22
I. Other Activities.....	22
II. Review	22
APPENDIX C - Dental Expense Benefits.....	23
I. Enrollment Classifications	23
II. Description of Benefits.....	23
III. Covered Dental Expenses.....	23
IV. Maximum Benefit	28
V. Pre-determination of Benefits	28
VI. Limitations	29
VII. Exclusions.....	31
VIII. Proof of Loss.....	33
IX. Administrative Manual	34
X. Prepaid Group Practice Option	34
XI. Definitions	35
XII. Cost and Quality Controls	37
XIII. Schedule of Fees.....	38
APPENDIX D - Vision Expense Benefits.....	39
I. Enrollment Classifications	39
II. Description of Benefits.....	39
III. Definitions.....	39
IV. Schedule of Eligible Services.....	40
V. Limitations	40
VI. Exclusions.....	41

APPENDIX E - Hearing Aid Expense Benefits	44
I. Enrollment Classifications	44
II. Description of Benefits.....	44
III. Definitions	44
IV. Benefits.....	47
V. Limitations	47
VI. Exclusions.....	47
VII. Administrative Manual	49
VIII. Data.....	49
IX. Cost and Quality Controls	49
APPENDIX F - Extended Health Benefits....	50
I. Enrollment Classifications	50
II. Description of Benefits.....	50
III. Definitions	50
IV. Benefits.....	52
V. Limitations	52
VI. Prosthetic Appliances	53
VII. Durable Medical Equipment.....	55
VIII. Paramedical Services.....	58
IX. Emergency Air and Land Ambulance.....	59
X. In Home Nursing and Support Services ..	60
XI. Psychologist Treatment	62
XII. Speech Therapy	62
XIII. Nutritional Supplements	63
XIV. Prostate Specific Antigen Test	64
XV. Out of Province HSM Coverage and Assistance.....	64
APPENDIX G - Long Term Care Facility Expense Benefits	67
APPENDIX H - Semi-Private Hospital Accommodation Expense Benefits	69
I. Enrollment Classification	69
II. Description of Benefits.....	69
III. Definitions	69
IV. Benefits.....	69
V. Limitations	70
VI. Exclusions.....	71

APPENDIX I - Prescription Drug Expense Benefits72

I.	Enrollment Classifications	72
II.	Description of Benefits.....	72
III.	Definitions	72
IV.	Benefits.....	74
V.	Choice of Pharmacy	75
VI.	Exclusions.....	75
VII.	Limitations	76

LETTERS

G-1	Supplemental Government Programs	78
G-2	Vacation Leave Contiguous with Plant Vacation	78
G-3	Ontario Drug Benefit Program	78
G-4	Green Shield Carrier.....	79
G-5	Health Care Committee Activities	79
G-6	Personal Leave Contiguous with Plant Vacation	81
G-7	Job Security Document – Dental Coverage	81
G-8	Prescription Drug Plan	82
G-9	Carrier Administrative Policy.....	82
G-10	Government Drug Initiatives	83
G-11	Private Health Care and Access to Government Programs	84
G-12	Retiree Health Care – Health Care Trust	85
G-13	New Hire Retiree Health Care Contribution	85

EXHIBIT G
THE HEALTH CARE PROGRAM

Incorporated by reference in the collective bargaining agreement dated, September 24, 2012 between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and CAW Locals 444, 1498, 195 (Security Unit), 1459 and 1285 at Brampton.

The Health Care Program herein referred to consists of the arrangements hereinafter provided for with regard to group hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits, each of which will become effective as provided in Section V.K. hereof, for employees as to whom the collective bargaining agreement to which this Health Care Program is attached applies. This Health Care Program shall continue so long as that collective bargaining agreement is in full force and effect.
(c08)(c09)(c12)

I. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID EXPENSE BENEFIT

During the period of this Health Care Program the Company agrees to provide for employees and their eligible dependents the health care expense benefits set forth in this section:

A. The hospital, surgical, medical expense benefits provided under:

- (1) Public health plans, for employees residing in Canada, as follows:
 - (a) For employees residing in Ontario, the benefits shall be those provided under The Ontario Health Insurance Plan,
 - (b) For employees in other provinces or territories in Canada, the benefits shall be those provided by the applicable provincial, territorial, or federal health plans, supplemented as necessary by the Company so that the employees receive benefits that are substantially equal to the level of benefits available to employees in Ontario as set forth under subsection (a) above.
- (2) The semi-private hospital accommodation expense benefits set forth in Appendix "H" to this Health Care Program with respect to "Semi-Private Hospital Accommodation Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- (3) The long term care expense benefits set forth in Appendix "G" to this Health Care Program with respect to "Long Term Care Facility Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- (4) The supplementary coverage for out-of-province hospital, surgical, medical expense benefits set forth in Appendix F to this Health Care Program

under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;

- B. The prescription drug expense benefits set forth in Appendix "I" to this Health Care Program with respect to "Prescription Drug Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- C. The dental expense benefits set forth in Appendix "C" to this Health Care Program with respect to "Dental Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- D. The vision expense benefits set forth in Appendix "D" to this Health Care Program with respect to "Vision Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- E. The hearing aid expense benefits set forth in Appendix "E" to this Health Care Program with respect to "Hearing Aid Expense Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value;
- F. The extended health benefits set forth in Appendix "F" to this Health Care Program with respect to "Extended Health Benefits" under arrangements with Green Shield Canada or an arrangement which provides benefits of equivalent value; and
- G. Modifications of hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits resulting from the 2012 collective bargaining negotiations should not be interpreted to remove or limit any previously existing coverage except where more limited coverage has been specifically provided.

(c02)(c05)(c08)(c12)

II. CONTRIBUTIONS

The Company will, except as hereinafter provided in this Section II., contribute for hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage for each employee covered hereunder who is actively on the payroll of the Company (an employee is not regarded as actively on the payroll during the period the employee is on strike, on leave of absence or laid off), which coverage may include eligible spouse and dependents of the employee (as defined in Section III).

A monthly health care contribution is required to be paid by all eligible employees and surviving spouses of deceased employees enrolled for Health Care Coverage. Health care coverage shall automatically cease for those who fail to make the required monthly health care contribution when due, the last day of the calendar month for which the last contribution was applicable.

The required monthly health care contribution is as follows:

	Up to Age 65	On or After Age 65
Employee	\$30.00	\$15.00
Surviving Spouse of Deceased Employee	\$15.00	\$15.00
TPT	\$15.00	\$15.00

Where permitted under the plans under which the employee is covered, the Company may permit the employee to elect hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) expense benefits coverage for a sponsored dependent, other than those specified in the preceding paragraph, related to the employee by blood or marriage or a member of the employee's household if the dependent either qualifies in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent Income Tax return. The employee shall pay the entire cost of coverage for such sponsored dependents.

(c09)(c12)

A. For employees covered hereunder who cease to be actively on the payroll of the Company due to leaves of absence or layoffs, the following will apply:

- (1) In the case of an employee, except an employee covered in part (4) of this paragraph, who is on a leave of absence the Company's contributions will continue so that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be provided until the end of the month following the month in which the leave begins.

Thereafter, during the continuance of such leave of absence, the Company will arrange for such an employee to continue as a member of the group, but without contribution from the Company, the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage until the end of the twelfth month following the first month after the month in which the leave began. In addition, the Company will arrange for an employee who is on leave of absence requested by the employee's Local Union to permit the employee to work for the Local Union, to continue as a member of the group but without contribution from the Company, the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage until such leave or any extension thereof ceases to be operative.

- (2) In the case of an employee who is laid off and whose layoff meets the conditions set forth in Section (2) of Article I of the SUB Plan, the Company and the employee's contributions will continue so that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be provided until the end of the month following the month in which the layoff begins. For each full calendar month thereafter that such layoff continues, hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) expense benefits

coverage will be continued on the basis of the greater of:

- (a) one month of coverage, up to a maximum of fifteen months, for each four weeks of Benefits for which the employee is eligible under the SUB Plan on the date layoff begins, in accordance with the following table:

A	B
Maximum Number of Full Weekly SUB Benefits for Which Employee is Eligible on Date Layoff Begins*	Maximum Number of Months for Which Insurance Will Be Continued*
Less than 4	0
4 – 7	1
8 – 11	2
12 – 15	3
16 – 19	4
20 – 23	5
24 – 27	6
28 – 31	7
32 – 35	8
36 – 39	9
40 – 43	10
44 – 47	11
48 – 52	12
53 – 56**	13
57 – 60**	14
61 – 64**	15

* If a laid off employee is initially credited during layoff with Credit Units under the SUB Plan, Maximum Number of Full Weekly SUB Benefits for Which Employee is Eligible shall be determined using the date on which the employee is entitled to be credited with such Credit Units. In applying the above table, the Maximum Number of Benefits (Column A) shall be determined in accordance with the Credit Unit cancellation table contained in Section (4) of Article III of the SUB Plan and, except as provided in the table above, changes in an employee's Credit Units or Seniority or in the Credit Unit Cancellation Base during any period of continuous layoff shall not change the Maximum Number of Months (Column B) for which coverage will be continued.

**** Applicable to an employee at work on or after November 17, 2002.**

provided, however, that in the event the SUB Plan shall terminate, this provision by which coverage is continued to the employee also shall terminate; or

- (b) the number of months of coverage, up to a maximum of twenty-four, for which the employee would be eligible on the basis of the employee's years of seniority on the date layoff begins, in accordance with the following table:

Years of Seniority On Date Layoff Begins	Maximum Number of Months for Which Insurance Will Be Continued
0 but less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 7	12
7 but less than 8	13*
8 but less than 9	14*
9 but less than 10	15*
10 and over	24*

*** Applicable to an employee at work on or after November 17, 2002.**

For the purposes of this schedule, Years of Seniority is as defined as "Continuous Service" or "Years of Continuous Service" under Section (9) of Article VIII. of the SUB Plan.

Following the expiration of the Maximum Number of Months for which coverage will be continued on such layoff, the Company will arrange for an employee on such a layoff to continue the employee's hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) expense benefits coverage, as a member

of the group, but without contribution from the Company, for a maximum period of twelve additional months following the expiration of the Maximum Number of Months for which coverage was continued for the employee.

- (3) In the case of an employee who is laid off and whose layoff is not the type of layoff covered by part (2) of this paragraph, the Company and the employee's contributions will continue so that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be provided until the end of the month following the month in which the layoff begins. Thereafter, the Company will arrange for an employee on such a layoff to continue as a member of the group, but without contribution from the Company, the employee's hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) expense benefits coverage until the end of the twelfth month following the first month after the month in which such layoff began.
- (4) In the case of an employee who is granted an approved leave of absence because the employee is totally disabled or because the employee has physical limitations which require the employee to be temporarily separated as a total disability, the Company and the employee's contributions will continue so that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be provided for the duration of such leave of absence or a period equal to the employee's seniority, whichever is less. Provided, however, that if an employee's disability leave is cancelled because the period of such leave equaled the length of the employee's seniority the Company and the employee shall continue to make contributions for hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage for any month in which the employee continues to receive Extended Disability Benefits provided under

Section VI. of the Life and Disability Insurance Program subsequent to such cancellation.

- B. In the case of an employee who loses seniority because the employee quits, the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage and the Company's and the employee's contributions for such coverage will cease as of the end of the day in which the loss of seniority occurs.
- C. In the case of an employee who loses seniority through discharge, absence from work without notifying the plant as required by the collective bargaining agreement, or failure to return to work when called, the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage and the Company and the employee's contributions for such coverage will cease as of the end of the month in which the loss of seniority occurs; provided, however, that if such an employee is seeking to have seniority reinstated through the grievance procedure, the Company and the employee's contributions will continue so that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be provided until the end of the month following the month in which the loss of seniority occurs, and thereafter the Company will arrange for such an employee to continue as a member of the group, but without contribution from the Company, the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage during the period the employee's grievance is pending, except that, in the case of an employee whose grievance is withdrawn and the employee is undergoing substance abuse treatment, such employee may continue as a member of the group while undergoing such treatment, but without contribution from the Company; and provided further, however, that if the employee is reinstated the Company will reimburse the employee for all the contributions in respect to hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage under this paragraph which

the Company would have made if the employee had remained on the active payroll.

- D. In the case of an employee who dies while actively employed, the Company will make suitable arrangements for the surviving spouse of the deceased employee eligible for monthly survivor income benefits provided under Section II.I. or J. of the Life and Disability Insurance Program to participate in the hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage referred to in Section I. as a part of the groups covered thereby, subject to the availability of the coverage and the terms of the Life and Disability Insurance Program.

The Company will also make suitable arrangements for a surviving spouse of an employee who was actively at work on or after October 29, 1979 whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, to participate in the hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage referred to in Section I., as a part of the groups covered thereby, subject to availability of coverage; provided, however, such coverage shall not include dental, vision and hearing aid expense benefits coverage if the employee had less than one year of seniority at date of death, and shall terminate upon the remarriage (remarriage shall include a legal marriage or the cohabiting and residing by the surviving spouse with a person for a continuous period of at least 1 year during which such survivor publicly represents such person to be the surviving spouse's spouse) or death of the surviving spouse. The Company and such surviving spouses contributions will continue if such surviving spouse elects hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage for (i) self only, or (ii) self and eligible children (as defined in Section III.). The Company may, from time to time, request that such surviving spouse attest to the eligibility status of the children towards whose coverage the Company contributes. If

the surviving spouse fails to comply with such request, the Company may reduce the surviving spouse's coverage to that of "self only", unless it can be demonstrated that the survivor had an eligible child or eligible children.

Where permitted under the plan under which such surviving spouse is covered, the Company may permit such surviving spouse of the deceased employee to continue such hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) expense benefits coverage for those sponsored dependents (as defined in the third paragraph of Section II.) who were enrolled for coverage at the time of the employee's death. Such surviving spouse shall pay the entire cost of coverage for sponsored dependents.

(c02)(c05)(c09)(c12)

III. DEFINITIONS

- A. For the purpose of Section II., the term "spouse" shall mean the person to whom the employee is legally married, or, if the employee so elects, means a person who has been residing with and cohabiting with the employee for a continuous period of at least one year, and has been publicly represented by the employee as the employee's wife, husband or spouse.
- B. For the purposes of Section II., the term "eligible children" shall include unmarried children, provided they meet the criteria set forth below, until the end of the calendar year in which they attain 25 years of age, or at any age if they are totally and permanently disabled by a medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to be of long-continued or indefinite duration or to result in death.
 - (1) Each child who has reached the end of the calendar year in which the child attains 21 years of age must legally reside with or be a member of the employee's household and must be registered as a full-time student in a school or university.

- (2) Eligible children include:
- (a) The employee's children by birth, legal adoption or by Court Order while they are in the employee's full custody and legally reside with and are dependent upon the employee;
 - (b) Children of the employee's spouse while they are in the custody of and dependent upon the employee's spouse and reside in and are members of the employee's household;
 - (c) Children, as defined above, who do not reside with the employee but are the employee's legal responsibility for the provision of health care;

For the purposes of Section II., the term "eligible children" shall also include orphans of employees provided they were covered as a dependent at the time of the employee's death and for as long as they otherwise continue to meet the above criteria or until they become the dependent of someone else.

The Company may annually request that employees attest to the eligibility status of their children from age 21 to 25 towards whose coverage the Company contributes. If the employee fails to comply with such request, the Company may remove the child from group coverage. If the employee subsequently substantiates the child's eligibility the child's coverage will be reinstated retroactively.

IV. HEALTH CARE COMMITTEE

A Committee composed of two members designated by the Union (one designated by the National Union, (CAW-Canada) and the other designated by the Chairperson of the Bargaining Committee for the Production and Maintenance and Office, Clerical, and Engineering Agreements) and two members designated by the Company shall be established to study and evaluate the hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits provided in Section I. and to make recommendations for the purpose of achieving the maximum coverage and service for the employees covered by the various hospital, surgical, medical, prescription drug, dental, vision and hearing aid plans for the money spent for protection. In the performance of its duties, this

Committee may consult with representatives of organizations providing the health benefits and services as well as representatives of other Companies within the industry and/or community and may submit recommendations to the Company and to the Union and, when agreed to jointly, may commit the parties to implement pilot programs and plan changes. The Committee shall also undertake the functions that are set forth in letter G-5 and Appendix "B" to this Health Care Program with respect to "Utilization Review and Cost Containment".

V. GENERAL

- A. During the term of this Health Care Program, the Company will pay for the hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits referred to in Section I., except for such contributions or payments by employees and surviving spouses of deceased employees as are required under the Program. The Company shall receive and retain any dividends paid or credits, refunds, or reimbursements, by whatever name called, made in respect of the hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits referred to in Section I.
- B. When contributions or payments by employees and surviving spouses of deceased employees are required, they shall pay their contributions to the Company by cheque or money order on or before the 10th day of the month for which coverage is to be provided or, if suitable arrangements can be made, directly to the carrier on or before the due date. Provided, however, that in the case of employees making pro-rata payments for immediate reinstatement of their hospital, surgical, medical, prescription drug, vision and hearing aid expense benefits coverage as provided for in Section V.F. the required contributions shall be paid to the Company on or before the 1st day of the month following the month in which such employees return to active work with the Company.

- C. In the event that any federal or provincial law, other than a workers safety insurance board or occupational disease law, is hereafter amended or enacted requiring that hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid expense benefits coverage, or any combination thereof, be afforded for employees and surviving spouses of deceased employees, or prescribing hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid expense benefits, or any combination thereof, for employees and surviving spouses of deceased employees, Section II. of this Health Care Program shall not be applicable to employees and surviving spouses of deceased employees subject to that law, and compliance by the Company with such law shall be deemed full compliance with the provisions of Section II. of this Health Care Program, with respect to employees and surviving spouses of deceased employees coming within that law. If, as a result of such law, the level of benefits provided for any group of employees and surviving spouses of deceased employees is generally lower than the corresponding level of benefits under Section I. of this Health Care Program, the Company may, at its option and to the extent it finds it practicable, provide a plan of benefits supplementary to the federal or provincial benefits to the extent necessary to make total benefits as nearly comparable as practicable to the benefits provided under this Health Care Program.

Notwithstanding the above provisions, the Company may, if such law permits, substitute a plan of benefits provided by the law referred to above, and modify the provisions of Section I. of this Health Care Program to the extent and in the respects necessary to secure the approval of such substitution from the appropriate governmental authority and may make such plan available to employees and surviving spouses of deceased employees.

Hospital, surgical, medical, prescription drug, dental, vision or hearing aid expense benefits coverage, separately or in combination, provided employees and surviving spouses of deceased employees under

Section I., may be reduced by the amount of such benefits provided under any federal or provincial law.

- D. The benefits provided for in this Health Care Program shall be in lieu of and in substitution for any and all other plans providing for coverage of any kind or nature to employees and surviving spouses of deceased employees, for hospital, surgical, medical, prescription drug, dental, vision or hearing aid expense benefits coverage, in which the Company participates, other than benefits required by law for occupational death or disability and statutory benefits.
- E. A newly hired employee shall become eligible for coverage under this Health Care Program after the Effective Date described in Section V.K., or prior thereto under the Health Care Program in effect immediately prior to the Effective Date, on the first day of the fourth calendar month next following the month in which employment commences for hospital, surgical, medical and prescription drug expense benefits coverage, and on the first day of the calendar month next following the month in which the employee is actively at work after the employee acquires one year of seniority for dental, vision and hearing aid expense benefits coverage. A newly hired employee shall be required to make monthly Health Care contributions effective the month such employee becomes eligible for hospital, surgical, medical and prescription drug expense benefits coverage.
- F. No employee or surviving spouse of a deceased employee shall be covered under this Health Care Program unless such person is eligible and has duly enrolled therefor.

Notwithstanding the provisions of the first paragraph of Section II. and Section V.E., if an employee returns to active work from a layoff, leave of absence (other than a military leave of absence), quit or discharge and the employee's hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverages were discontinued in accordance with the provisions of Section II.A., B. or C., the employee will be eligible for immediate reinstatement of the

coverages for which the employee was insured at the time such coverages discontinued, provided that:

- (1) in the case of an employee returning to work from a layoff or leave of absence, the employee returns to active work with seniority;
- (2) in the case of an employee returning to work from a quit or discharge, the employee is re-employed within 31 days; and
- (3) in the case of an employee returning to work from a separation due to a reason other than a quit or discharge and the employee never acquired seniority or the employee's seniority was cancelled, the employee returns to active work within a period of 24 consecutive months.

If an employee is cleared to return to work by the Company's Medical or Employment Department following a discharge or a layoff but is unable to return to active work due to a subsequent disability the employee will be eligible for reinstatement of Company paid hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage on the first day of the month following the month in which the employee is cleared to return to work. Such reinstated coverage will then be continued from the date of the approved disability leave of absence in accordance with the provisions of Section II.A(4).

- G. This Health Care Program is contingent upon and subject to obtaining such approvals as may be necessary from the Insurance Department or corresponding authority of any province or provinces of the coverage documents providing the coverages referred to in this Health Care Program, and the benefits provided, and proposed to be provided, by each of them. As to any contract or arrangement, if the underwriter shall be unable to change, be unable to issue or provide, or refuse to change, issue, or provide, the contract or arrangement so as to contain or include any one or more of the provisions referred to in this Health Care Program, no employee or surviving

spouse of a deceased employee shall have any right or benefit that such person would have had under the contract or arrangement if it had contained or included such provision or provisions. If, for any reason not due to the fault of the Company, the underwriter shall terminate or refuse to renew the contracts or arrangements, or any of them, the Company shall endeavour to obtain new contracts or arrangements, or any of them, providing coverage or coverages as similar to those provided by the terminated or not renewed contracts or arrangements, as the Company is reasonably able to obtain.

- H. The Company shall be under no obligation by reason of this Health Care Program except in good faith to endeavour to obtain the coverages referred to herein, and to pay its share therefor and to fulfill any obligations it undertakes in the contracts or arrangements providing the coverages referred to in this Health Care Program.
- I. Any and all references in this Health Care Program to an employee or to employees shall include only employees as to whom the collective bargaining agreement to which this Health Care Program is attached applies, but shall not include retired employees except where the context specifically requires otherwise.
- J. Unless expressly provided in this Health Care Program, neither party shall request, demand, or propose any change in this Health Care Program or any modification thereof or supplement thereto, or with respect to any plan or arrangement contemplating payment of benefits of the kinds provided for by this Health Care Program, or with respect to contributions concerning such plan or arrangement, nor shall a change in or addition to this Health Care Program be an object of or a reason for any strike or lockout or other exercise of economic force or threat thereof by the Union or Company.
- K. Any reference in this Health Care Program to the Effective Date of this Health Care Program or to the Effective Date shall be construed to mean September

24, 2012 and the provisions of this Health Care Program with regard to group hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage shall, except as expressly otherwise provided herein, become effective for each locality providing such coverage on September 24, 2012 or such date thereafter as may be practicable for the locality. Until the applicable respective provisions of this Health Care Program become effective in accordance with the above sentence and except as otherwise expressly provided herein, the applicable provisions of the Health Care Program incorporated by reference in the Collective Bargaining Agreement dated September 24, 2012 between the Company and the CAW shall continue in effect, but no change in benefits thereunder shall result from any adjustments in pay rates provided for in the Collective Bargaining Agreement to which this Health Care Program is attached, prior to September 24, 2012. Notwithstanding the provisions in Section V.F., all changes in coverage resulting from a change made in this Health Care Program from the Health Care Program in effect immediately prior to the Effective Date shall become effective in accordance with the first sentence of this Section V.K.

(c02)(c05)(c08)(c12)

VI. COORDINATION OF BENEFITS

- A. The Health Care Expense Benefits set forth in this Health Care Program provide benefits in full, or a reduced amount which, when added to the benefits payable and the cash value of services provided by any "Other Plans", will equal 100% of "Allowable Expenses" incurred by the person for whom claim is being made. This provision does not apply during any month in which the individual has paid 50% or more of the cost of the Other Plan. "Allowable Expenses" include any necessary and reasonable charges for items of expense which are covered in whole or in part under the Health Care Expense Benefits set forth in this Health Care Program or the Other Plan to which this provision applies. "Other Plans" include any plan of medical or dental coverage provided by group insurance or other arrangement of coverage for

individuals in a group whether or not the plan is insured; provided that such other plan will not be considered a "plan" for the purposes of the Coordination of Benefits Provisions during any month for which the individual has paid 50% or more of the cost of that plan.

To administer this provision, and to determine whether the Carrier will reduce benefits, it is necessary to determine the order in which the various plans will pay benefits. This will be determined as follows:

- (1) A plan with no coordination of benefits provision will pay its benefits before a plan which contains such a provision;
- (2) A plan which covers an individual other than as a dependent will pay its benefits before a plan which covers the individual as a dependent;
- (3) A plan which covers an individual as a dependent of the covered person with the earliest day and month of birth in the calendar year will pay its benefits first;
- (4) Where the above do not establish the order of payment, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

The Carrier may release or obtain any information and make or recover any payments it considers necessary to administer this provision.

- B. In cases where both spouses are employed by the Company and only for claims incurred while both spouses would otherwise be eligible for Company paid Health Care Expense Benefits coverage under their own contract as an employee in accordance with the provisions of Section V.E. and F. and Section 11.A., B. and C. the coordinated Health Care Expense Benefits described under Section A. above will be provided under the contract of the employee who elects coverage for self and spouse or self and family.

To administer this provision the employee who elects coverage for self and spouse or self and family must enroll the employee's spouse for coordinated coverage as an employee on a form provided by the Company and the Company will advise the Carrier concerning the continuing eligibility status of such spouse either as an employee actively on the payroll in accordance with Section V.E. or as an employee who has ceased to be actively on the payroll in accordance with Section II.A., B. and C.

VII. SUBROGATION

In the event of any payment for services under the Health Care Expense Benefits set forth in this Health Care Program, the Carrier will be subrogated to all the covered person's rights of recovery therefor against any person or organization except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person will execute and deliver such instruments and papers as may be required and do whatever else is necessary to ensure such rights. The covered person may take no action which may prejudice the Carrier's subrogation rights and all sums recovered by the covered person by suit, settlement or otherwise in payment for services covered under the Health Care Expense Benefits set forth in this Health Care Program must be paid over to the Carrier.

APPENDIX A DATA

The Company, on an annual basis, will furnish the Union the following data with respect to hospital-surgical-medical and, where applicable, prescription drug expense benefits coverages as provided under the Health Care Program in Exhibit G:

1. Number of employees and surviving spouses of deceased employees with hospital-surgical-medical and, where applicable, prescription drug expense benefits coverage provided at Company expense by enrollment classification and local plan area, during a representative month in the preceding calendar year;
2. Coverage costs for the prior year by enrollment classifications;
3. Pay direct subscription rates for the ensuing year for sponsored dependents, and leaves of absence by enrollment classifications.

(c05)(c08)(c12)

APPENDIX B UTILIZATION AND COST CONTAINMENT

I. OTHER ACTIVITIES

The Committee shall investigate, consider and, upon mutual agreement, engage in other activities that may have high potential for cost savings. This may involve instituting by mutual agreement other hospital, surgical, medical, prescription drug, dental, vision or hearing aid programs or establishing Pilot Programs.

II. REVIEW

The results of any activities in I above, would be reviewed prior to the expiration of the collective bargaining agreements so that the parties to the agreements may be prepared to consider the continuation or modification of the review programs and other activities of the Committee.
(c05)

APPENDIX C DENTAL EXPENSE BENEFITS

I. ENROLLMENT CLASSIFICATIONS

Dental Expense Benefits coverage for an eligible employee or surviving spouse of a deceased employee shall include coverage for eligible dependents as defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Dental Expense Benefits will be payable, subject to the conditions herein, if an employee or surviving spouse of a deceased employee or eligible dependent, while dental expense coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

III. COVERED DENTAL EXPENSES

Covered Dental Expenses are the usual charges of a dentist which an employee or surviving spouse of a deceased employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in Section VI.B., by a licensed dentist and which are received while coverage is in force. Payments for Covered Dental Expenses performed by a licensed dentist (or a licensed dental hygienist under conditions specified in Section VI.B.) shall be based upon the applicable percentage of the lesser of the dentist's usual charge for the service or of the fee specified for the service in the Provincial Dental Association Schedule of Fees as defined in Section XI., but only for the services set forth below, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures are shown in such Schedule of Fees as "I.C." (Individual Consideration) payment will be made on the basis of the usual, reasonable and customary charges for such procedures; provided, however, that in the event no Provincial Dental Association

Schedule of Fees is in effect at the time Covered Dental Expenses, as described in the first sentence of this paragraph, are incurred, payments under this Section III. shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished.

Payments for Covered Dental Expenses performed by a licensed denture therapist in accordance with Section VI.B. shall be based upon the applicable percentage of the lesser of the denture therapist's usual charge for the service or of the fee specified for the service in the Provincial fee schedule for Licensed Denture Therapists as defined in Section XI., but only for the services set forth below, and not for any other services listed in such fee schedule; provided, however, that in the event no Provincial fee schedule for Licensed Denture Therapists is in effect at the time such Covered Dental Expenses are incurred, payments under this Section III. shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished.

Payments for Covered Dental Expenses performed by a licensed dental hygienist shall be based upon the applicable percentage of the lesser of the dental hygienists usual charge for the service or of the fee specified for the service in the Provincial Dental Hygienists' Association Fee Guide for Licensed Dental Hygienists as defined in Section XI., but only for the services set forth below, and not for any other services listed in such fee guide; provided, however, that in the event no Provincial fee guide for Licensed Dental Hygienists is in effect at the time such Covered Dental Expenses are incurred, payments under this Section III. shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished.

Such charges shall be as determined by the Carrier to be in effect in the Dentist, Denture Therapists and Dental Hygienist Provincial Association Schedule of Fees as outlined in Section XIII.

- A. The following Covered Dental Expenses shall be paid at 100 percent of the Dentist's usual charge but not more than the amount specified therefor in the Dentist,

Denture Therapist or Dental Hygienist Provincial Association Schedule of Fees as outlined in Section XIII:

1. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of nine (9) consecutive months.
 2. Topical application of fluoride, only for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.
 3. Space maintainers that replace prematurely lost teeth for children under 19 years of age.
 4. Emergency palliative treatment.
- B. The following Covered Dental Expenses shall be paid at (i) 100 percent of the Dentist, Denture Therapist or Dental Hygienist usual charge, or (ii) 100 percent of the amount specified therefor in the Provincial Association Schedule of Fees, as outlined in Section XIII, whichever of (i) or (ii) is less:
1. Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once in any period of twelve (12) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
 2. Extractions.
 3. Oral surgery.
 4. Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.
 5. General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.

6. Treatment of periodontal and other diseases of the gums and tissues of the mouth including periodontal splinting or ligation, provisional, intra coronal or extra coronal and a Temporomandibular Joint appliance (ODA codes: 14711, 14712, 14721, 14722) as an adjunctive periodontal service. Periodontal appliance (ODA codes: 14611 and 14612) will be covered when provided for the treatment of bruxism (grinding of teeth) and performed by a licensed dentist. Coverage for benefits will be limited to one appliance in any 24 month period.
 7. Endodontic treatment, including root canal therapy.
 8. Injection of antibiotic drugs by the attending dentist.
 9. Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
 10. Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.
 11. Porcelain veneers for teeth severely stained from the drug tetracycline or from endemic fluorosis for children under 19 years of age and for all covered persons for treatment of the following conditions: amelogenesis imperfecta; Hutchinson's incisors; and hypo maturation.
 12. Pit and fissure sealants for permanent molars for children up to and including age 14.
- C. The following Covered Dental Expenses shall be paid at (i) 50 percent of the Dentist's or Denture Therapist's usual charge, or (ii) 50 percent of the amount specified

therefor in the Provincial Dental Association Schedule of Fees, or when applicable, in the Provincial fee schedule for Licensed Denture Therapists as outlined in Section XIII, whichever of (i) or (ii) is less:

1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
3. Replacement of an existing partial or full removable denture or fixed bridgework, by a new denture or by new bridgework or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
 - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or
 - (b) The existing denture or bridgework was installed under this Dental Expense Benefits Program at least five (5) years prior to its replacement and the existing denture or bridgework cannot be made serviceable; or,
 - (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

4. Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (when provided by a dentist in conjunction with appliance therapy) for persons

under 21 years of age, provided, however, that benefits will be paid after attainment of age 21 for continuous treatment which began prior to such age.

5. Implantology expenses up to the cost of dental bridgework as described in (1) above.

(c02)(c05)(c09)(c12)

IV. MAXIMUM BENEFIT

The maximum benefit payable for all Covered Dental Expenses incurred during any twelve month period commencing October 1 and ending the following September 30 (except for services described in Section III.C.4. above) shall be \$2,800 for each individual. The Company will arrange for the carrier to provide to each eligible individual a statement of dental benefit utilization to date with each claim paid during the October 1 to September 30 plan year.

For covered Dental Expenses in connection with orthodontics including related oral examinations described in Section III.C.4. above, the maximum benefit payable shall be \$3,600 during the lifetime of each individual.

For services, appliances and supplies provided by a denture therapist under Sections III.B. and C. or a licensed dental hygienist under Section III.A. the benefit payable shall not exceed the lesser of the dentist's usual charge or the amount specified in the Provincial Dental Association Schedule of Fees as outlined in Section XIII for such service, appliance or supply.

(c02)(c05)(c12)

V. PRE-DETERMINATION OF BENEFITS

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the carrier prior to the commencement of the course of treatment.

The carrier will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or course of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in Sections III. and IV., determined in accordance with the limitations set forth in Section VI.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the carrier reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the carrier, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This pre-determination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, x-rays, prophylaxis and fluoride treatments.

(c05)

VI. LIMITATIONS

A. Restorative

1. Gold, baked porcelain restorations, crowns and jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

2. Reconstruction

Payment based on the applicable percentage will be made toward the cost of procedures necessary

to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

B. Prosthodontics

1. Partial Dentures

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

2. Complete Dentures

If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

3. Replacement of Existing Dentures

Replacement of an existing denture will be a Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Expense Benefits Program.

C. Orthodontics

1. If orthodontic treatment is terminated for any reason before completion, the obligation to pay

benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.

2. The benefit payment for orthodontic services shall be only for months that coverage is in force.

D. Periodontics

1. The following periodontal services will be Covered Dental Expenses only if performed by a Periodontist:
 - (a) Gingival Curettage.
 - (b) Periodontal splinting or ligation, provisional, intra coronal or extra coronal.
 - (c) Occlusal Equilibration.
 - (d) Periodontal Scaling and Root Planing.
2. A Temporomandibular Joint (TMJ) appliance (ODA Codes: 14711, 14712, 14721, 14722) will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e., periodontist, orthodontist, prosthodontist and oral surgeon).

(c05)

VII. EXCLUSIONS

Covered Dental Expenses do not include and no benefits are payable for:

- A. Charges for services, treatment, appliances and supplies which are specified in the Provincial Dental Association Schedule of Fees, the Provincial fee schedule for Licensed Denture Therapists, or the Provincial Dental Hygienists Association Fee Guide, but which are not set forth above.
- B. Charges for treatment by other than a Dentist, Denture Therapist or Dental Hygienist.

- C. Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.
- D. Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
- E. Charges for prosthetic devices (including bridges, implants and crowns) and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
- F. Charges for replacement of a lost, missing, or stolen prosthetic device.
- G. Charges for failure to keep a scheduled visit with the dentist.
- H. Charges for replacement or repair of an orthodontic appliance.
- I. Charges for services or supplies which are compensable under a Workers' Compensation or Employer's Liability Law.
- J. Charges for services rendered through a medical department, clinic or similar facility provided or maintained by the patient's employer.
- K. Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
- L. Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.

- M. Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.
- N. Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.
- O. Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.
- P. Charges for any duplicate prosthetic device or any other duplicate appliance.
- Q. Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof.
- R. Charges for the completion of any insurance forms.
- S. Charges for prescription drugs.
- T. Charges for sealants (except as provided for under Section III.B.12) and for oral hygiene and dietary instruction.
- U. Charges for a plaque control program.
(c05)(c12)

VIII. PROOF OF LOSS

The carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the prepayment agency(s) or insurance company may require x-rays and other appropriate diagnostic and evaluative materials.

(c05)

IX. ADMINISTRATIVE MANUAL

Policies, procedures and interpretations to be used in administering Dental Expense Benefits shall be incorporated in an Administrative Manual. Among other things the Manual shall:

- A. Explain the benefits and the rules and regulations governing their payment.
- B. Include standardized administrative practices and interpretations which affect benefits.
- C. Define professionally recognized standards of practice to be applied to benefits and procedures.
- D. List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- E. Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.
- F. Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation and case reviews involving individual consideration of fees or treatment.

X. PREPAID GROUP PRACTICE OPTION

The Company will make arrangements for employees to be afforded the option to subscribe for dental expense coverage under approved and qualified prepaid group practice plans, instead of dental expense coverage hereunder. An employee who has retired from an area in which the coverage described in this Section X is made available to employees shall be given the option to subscribe to the prepaid group practice plan in that area instead of dental expense coverage hereunder; provided, however, that the Company's contributions toward coverage under such group practice plans shall not be

greater than the amount the Company would have contributed for dental expense coverage hereunder.

XI. DEFINITIONS

The term "dentist" means a legally licensed dentist practicing within the scope of the dentist's license. As used herein, the term "dentist" also includes a legally licensed physician authorized by the physician's license to perform the particular dental services the physician has rendered.

The term "denture therapist" means a denture therapist licensed under the Provincial Denture Therapists Act, 1974, practicing within the scope of the denture therapist's license.

The term "dental hygienist" means a dental hygienist licensed under the Provincial Dental Hygienists Association practicing within the scope of the dental hygienist's license.

The term "reasonable and customary charge" means the actual fee charged by a dentist, denture therapist or dental hygienist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- (a) the usual fee which the individual dentist, denture therapist or dental hygienist most frequently charges the majority of the dentist's, denture therapist's or dental hygienists patients for a service rendered or a supply furnished; and,
- (b) the prevailing range of fees (as defined in the Administrative Manual) charged in the same area by a dentist, denture therapists or dental hygienist of similar training and experience for the service rendered or supply furnished; and,
- (c) unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross-section of dentists, denture therapists or dental hygienists rendering such services or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "Provincial Dental Association Schedule of Fees" means the Provincial Dental Association Schedules of Fees in effect for Covered Dental Expenses as outlined in Section XIII.

The term "Provincial fee schedule for Licensed Denture Therapists" means the Provincial fee schedule for Licensed Denture Therapists in effect for Covered Dental Expenses as outlined in Section XIII.

The term "Provincial Dental Hygienists Association Fee Guide" means the Provincial fee guide for Licensed Dental Hygienists in effect for Covered Dental Expenses as outlined in Section XIII.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crown, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

(c05)(c09)(c12)

XII. COST AND QUALITY CONTROLS

The Carrier will undertake the following review procedures and mechanisms and report annually to the Joint Health Care Committee.

A. Utilization Review

Analysis of various reports displaying such data as procedure profiles, utilization profiles and Covered Dental Expense Benefits payments summaries to evaluate the patterns of utilization, cost trends and quality of care.

B. Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.

C. Evaluation of Services and Supplies Received

On a random or selective basis, covered persons who have received services under Dental Expense Benefits will be selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards.

D. Survey of Services and Supplies Received

On a random or selective basis covered persons who have received services under Dental Expense Benefits may be sent a questionnaire to:

1. determine the level of satisfaction with respect to these services;
2. determine whether services for which Dental Expense Benefits were paid were actually received;
3. determine whether providers recommend unnecessary optional services or supplies; and
4. identify other problem areas.

E. Claims Processing

The Carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

F. Provider Review

When the Carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under Dental Expense Benefits by a dentist practicing in Ontario, the matter may be presented to the Royal College of Dental Surgeons of Ontario (the licensing and regulating body of dentistry) for resolution. Similar matters involving other providers may be referred by the carrier to the appropriate licensing agency or, where operative, to peer review. The Carrier will seek to establish peer review where it does not exist.

XIII. SCHEDULE OF FEES

Dental coverage will be reimbursed according to the Provincial Dental Association, the Provincial Licensed Denture Therapists and the Provincial Licensed Dental Hygienists Schedule of Fees as follows:

Calendar Year	Schedule of Fees
2012	2008
2013	2011
2014	2012
2015	2013
2016	2014

(n12)

APPENDIX D

VISION EXPENSE BENEFIT

I. ENROLLMENT CLASSIFICATIONS

Vision Expense Benefits coverage for an eligible employee or surviving spouse or a deceased employee shall include coverage for eligible dependents as they are defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Vision Expense Benefits will be payable, subject to the conditions herein.

III. DEFINITIONS

As used herein:

- A. "physician" means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of the physician's license performs vision testing examinations and prescribes lenses to improve visual acuity;
- B. "optometrist" means any person licensed to practice optometry in the province in which the service is rendered;
- C. "optician" means any person licensed in the province in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mould the lenses or have them ground or moulded according to prescription, to fit them into frames and to adjust the frames to fit the face;
- D. "lenses" means ophthalmic corrective lenses to be fitted into frames;
- E. "contact lenses" means ophthalmic corrective lenses as prescribed;
- F. "frames" means standard eyeglass frames into which two lenses are fitted;

- G. "covered person" means the eligible employee or surviving spouse of a deceased employee and their eligible dependents.

(c12)

IV. SCHEDULE OF ELIGIBLE SERVICES

Reimbursement for prescription eye glasses (frames and/or lenses) or contact lenses every 24 months up to a maximum of:

Single Vision Lenses	\$220.00
Bi-focal Lenses	\$275.00
Multi-focal Lenses	\$345.00
Contact Lenses	\$230.00
Laser Eye Surgery*	\$345.00

*with no other reimbursement from the Vision Plan allowed for a 48 month period

Repairs (not replacements) at the usual and customary rates as determined by the carrier. Commencement of the benefit period is based on the initial date vision benefits are received.

Reimbursement to a maximum of \$85.00 for the cost of one vision examination, by a qualified physician, optometrist or ophthalmologist, once in a twenty-four (24) month period when this benefit is not provided under the covered person's provincial health care plan.

(c02)(c05)(c08)

V. LIMITATIONS

A. Frequency

1. If a covered person has received lenses and frames or contact lenses for which benefits were payable under the Schedule of Eligible Services, subsequent benefits will be payable only if received more than 24 months after the date that benefits were initially paid in the prior period. Lenses and frames received under the Company's prescription safety glasses program for which no benefits were received under Vision Expense Benefits shall not be considered lenses and frames received under Vision Expense Benefits.

2. If a covered person has received laser eye surgery for which benefits were payable under this plan, no other reimbursement under the Vision Expense Benefit shall be allowed for a 48 month period after the date that the laser eye surgery benefit was initially paid.
3. Children up to age 19 who have diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist) will be eligible for new lenses whenever they have a prescription change.
4. Contact lenses will be covered every 12 months, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames.
5. Repairs to frames will not be subject to a frequency limitation.

VI. EXCLUSIONS

Covered Vision Expense does not include and no benefits are payable for:

- A. Vision examinations for covered persons under age 20 and over age 64, or at any age for patients with medical conditions or diseases affecting the eyes whereby the provincial health plan provides the covered benefit;
- B. Medical or surgical treatment;
- C. Drugs or medications;
- D. Procedures determined by the carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;

- E. Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- F. Lenses or frames ordered:
 - 1. before the covered person became eligible for coverage; or
 - 2. after termination of coverage;
- G. Lenses or frames ordered while insured but delivered more than 60 days after coverage terminated;
- H. Charges for lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Expense Benefits coverage;
- I. Charges for lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;
- J. Charges for lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such lenses or frames which are experimental in nature;
- K. Charges for lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;
- L. Charges for lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- M. Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency and prescription change limitations set forth in Section V.;
- N. Charges for the completion of any insurance forms;

- O. Vision benefits which are not dispensed by an Optometrist, an Optician or an Ophthalmologist;
- P. Follow up visits associated with the dispensing and fitting of contact lenses;
- Q. Charges for eye glass cases. (c05)(c12)

APPENDIX E

HEARING AID EXPENSE BENEFITS

I. ENROLLMENT CLASSIFICATIONS

Hearing Aid Expense Benefits coverage for an eligible employee or surviving spouse of a deceased employee shall include coverage for eligible dependents as they are defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Hearing Aid Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in Section III.I., while hearing aid expense coverage is in effect with respect to such covered person, incurs covered hearing aid expense.

III. DEFINITIONS

As used herein:

- A. "physician" means an otologist or otolaryngologist who is board certified or eligible for certification in the otologist's or otolaryngologist's specialty in compliance with standards established by the otologist's or otolaryngologist's respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and who, within the scope of the doctor's license, performs a medical examination of the ear and determines whether the patient has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid;
- B. "audiologist" means any hospital-affiliated audiology clinic approved by the Ontario Health Insurance Plan, or an equivalent facility in a province other than Ontario. Such clinics shall conduct audiometric examinations and hearing aid evaluation tests for the purpose of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity. The foregoing services shall be performed by a physician or if not a physician, by a person who (1) possesses a master's or doctorate degree in audiology

or speech pathology from an accredited university, or (2) possesses a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association and (3) is qualified in the province in which the service is provided to conduct such examinations and tests.

An audiology clinic that is not hospital affiliated may be designated an audiologist by the carrier, if the carrier determines that (1) such clinic has facilities which are equivalent to the hospital-affiliated clinics described above and (2) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or a person described in the third sentence of this Section III.B.;

- C. "dealer" means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the province in which the hearing aids are sold;
- D. "participating" means having a written agreement with the carrier pursuant to which services or supplies are provided under Hearing Aid Expense Benefits;
- E. "hearing aid" means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mould, if necessary;
- F. "ear mould" means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;
- G. "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech determination;
- H. "hearing aid evaluation test" means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefor

be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription;

- I. "covered person" means the eligible employee or surviving spouse of a deceased employee and their eligible dependents;
- J. "dispensing fee" means a fee predetermined by the carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear moulds, under Hearing Aid Expense Benefits;
- K. "covered hearing aid expense" means the charges incurred for hearing aids of the following functional design: in-the-ear, behind-the-ear (including air conduction and bone conduction types), on-the-body in the canal, completely in the canal, digital, programmable, and binaural (a system consisting of two (2) complete hearing aids) but only if (1) the hearing aid is prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and (2) the hearing aid provided by the dealer is the make and model prescribed by the audiologist and is certified as such by the audiologist;

In order for the charges for a hearing aid as described in Section III.K. to be payable as Hearing Aid Expense Benefits, upon each occasion that a covered person receives such a hearing aid the covered person must first obtain a medical examination of the ear by a physician, and such examination or such examination in conjunction with the audiometric examination must result in a determination that a hearing aid would compensate for the loss of hearing acuity, in addition, in the case of a binaural hearing aid system, the carrier must determine that such a system is necessary, based upon professionally accepted standards, to compensate adequately for the loss of hearing acuity.

- L. "acquisition cost" means the actual cost to the dealer of the hearing aid.

IV. BENEFITS

The covered person may obtain:

- A. hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:
 - 1. the acquisition cost of the hearing aid; and
 - 2. dispensing fee; and
- B. repairs of hearing aids from the dealer.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

V. LIMITATIONS

Frequency: If a covered person has received a hearing aid for which benefits were payable under Hearing Aid Expense Benefits, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under Hearing Aid Expense Benefits.

VI. EXCLUSIONS

Covered hearing aid expense does not include and no benefits are payable for:

- A. Medical examinations, audiometric examinations or hearing aid evaluation tests;
- B. Medical or surgical treatment;
- C. Drugs or other medication;
- D. Hearing aids provided under any applicable workers' compensation law;
- E. Hearing aids ordered:
 - 1. before the covered person became eligible for coverage; or
 - 2. after termination of coverage;

- F. Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;
- G. Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Expense Benefits coverage;
- H. Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;
- I. Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;
- J. Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
- K. Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- L. Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
- M. Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;
- N. Charges for the completion of any insurance forms;
- O. Replacement parts for hearing aids;
- P. Persons enrolled in alternative plans; and

- Q. Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid under Section III.K.

VII. ADMINISTRATIVE MANUAL

Hearing Aid Expense Benefits policies, procedures and interpretations to be used in administering the Hearing Aid Expense Benefits shall be developed by the carrier after review and approval by the Company and the Union.

VIII. DATA

The carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

IX. COST AND QUALITY CONTROLS

The carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

(c12)

APPENDIX F EXTENDED HEALTH BENEFITS

I. ENROLLMENT CLASSIFICATIONS

Extended Health Benefits coverage for an eligible employee or surviving spouse of a deceased employee shall include coverage for eligible dependents as they are defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Extended Health Benefits will be payable, subject to the conditions herein, if any covered person, as defined in Section III.B., while extended health benefits coverage is in effect with respect to such covered person, incurs covered extended health benefits expense.

III. DEFINITIONS

As used herein:

- A. "physician" means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under Section IV.A.2. (a), an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be deemed to be a physician to the extent that the optometrist renders services the optometrist is legally qualified to perform;
- B. "Practitioner of Chiropractic" means a provincially licensed Doctor of Chiropractic (D.C.);
- C. "Practitioner of Podiatry" means provincially licensed Doctor of Podiatric Medicine (D.P.M.);
- D. "Practitioner of Chiropody" means a provincially licensed chiropodist holding a diploma in Chiropody (D.Ch.) or equivalent;
- E. "Doctor of Naturopathy (N.D.)" means one who is accredited through the Provincial Naturopathic Association and is a graduate of a recognized school of naturopathy;

- F. "Registered Massage Therapy" means one who is accredited and registered with the Provincial Board of Massage Therapists and a graduate of a recognized school of massage therapy;
- G. "covered person" means the eligible employee or surviving spouse of a deceased employee and their eligible dependents;
- H. "covered prosthetic appliance and durable medical equipment expense" means charges incurred for prosthetic appliances in accordance with Section IV.A. or for durable medical equipment in accordance with Section IV.B.;
- I. "prosthetic appliance" means an external prosthetic device or an orthotic appliance as described in IV.A.;
- J. "durable medical equipment" means an item of equipment as described in IV.B.;
- K. "provider" means a facility or dealer which supplies prosthetic appliances or durable medical equipment;
- L. "usual, reasonable and customary" means the actual amount charged by a provider for a prosthetic appliance or for durable medical equipment, but only to the extent that the amount is reasonable and takes into consideration:
 - 1. the usual amount that the provider most frequently charges the majority of the provider's patients or customers for the prosthetic appliance or durable medical equipment provided;
 - 2. the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and
 - 3. with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

IV. BENEFITS

Extended Health Benefits include coverage for:

1. Prosthetic Appliances
2. Durable Medical Equipment
3. Paramedical Services
4. Emergency Air and Land Ambulance
5. In Home Nursing and Support Services
6. Psychologist Treatment
7. Speech therapy
8. Nutritional Supplements
9. Out of Province
10. Prostate Specific Antigen (PSA) Tests

Conditions of coverage, covered expenses, and limitations are outlined herein this Appendix F.

(n02)(c05)

V. LIMITATIONS

Covered extended health benefits expense does not include and no benefits are payable for:

- A. Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- B. Charges for prosthetic appliances or durable medical equipment for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage;
- C. Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which are not necessary, according to accepted standards of medical practice, or which are not ordered or prescribed by the attending physician;
- D. Charges for prosthetic appliances or durable medical equipment which do not meet professionally accepted

standards, including charges for any such appliances or equipment which are experimental in nature;

- E. Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;
- F. Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- G. Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
- H. Charges for the completion of any insurance forms.
- I. Paramedical coverage does not include and no benefits are payable:
 - i) For remedies, supplies, vitamins, herbal medications or preparations;
 - ii) Where the service is necessary as a result of a motor vehicle accident, unless there is no such coverage under a motor vehicle insurance policy or such coverage has been exhausted; and
 - iii) If the covered person is a resident of a long term care facility, unless such services otherwise provided by the long term care facility have been exhausted.

(c02)

VI. PROSTHETIC APPLIANCES

- A. When obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual, reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body part (including contiguous tissue) or replace all or part

of the functions of a permanently inoperative or a malfunctioning body part. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit, however, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.

B. The external prostheses and orthotic appliances for which benefits shall be payable are:

1. Artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required; and Frieder Prism SEG prosthetic lens.
2. Rigid or semi-rigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace.
3. Ostomy sets and accessories (including disposable gloves), catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an orthotic appliance).
4. Parenteral nutrition artificial gut system and implantable urethral sphincter (IUS).
5. Wig or hairpiece including duplicates when hair loss is due to chemotherapy or radiation treatment, alopecia (excluding the following natural non-medical conditions causing hair loss: luminaris, male pattern baldness, prematura, senilis and totalis), hypothyroidism, traumatic scald and scalp fungal infection.
6. Cochlear implants, cochlear implant repairs and supplies.
7. Synvisc (or an equivalent viscosupplementation product) when medically required as a result of severe or moderate osteoarthritis and treatment is prescribed and administered by an orthopedic surgeon or rheumatologist and only when documentation is provided as to why surgery is not a viable alternative. The benefit will be limited

to a treatment cycle maximum of \$300 and a total treatment maximum of \$1,200 per 36 month period. The benefit is not eligible when prescribed in conjunction with/or within-one year of the provision of a custom-made knee brace under this plan.

- C. Exclusions from the benefit provided under this Section IV.A. include, but are not limited to:
1. Dental appliances, hearing aids and, except as provided above, eyeglasses;
 2. Non-rigid appliances and supplies such as elastic stockings, garter belts and supports and corsets.
- (c02)(c05)

VII. DURABLE MEDICAL EQUIPMENT

When obtained from a provider by a covered person, benefits will be payable on a usual, reasonable and customary charge basis for the purchase or rental of durable medical equipment, subject to the following:

- A. The equipment must be:
1. prescribed by a licensed physician;
 2. reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;
 3. able to withstand repeated use;
 4. primarily and customarily used to serve a medical purpose;
 5. generally not useful to a person in the absence of illness or injury; and
 6. appropriate for use in the home.
- B. The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.
- C. When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must re-certify (via another prescription) that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event

the recertification is not submitted, benefits will cease as of the original duration of need date or thirty (30) days after the date of death if earlier.

- D. When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.
- E. The durable medical equipment for which benefits shall be payable are:
 - 1. Hospital beds (with or without mattresses), rails, cradles and trapezes;
 - 2. Crutches, canes, patient lifts, walkers and wheelchairs (or electric powered scooters in lieu of, wheelchairs);
 - 3. Bedpans, commodes, urinals - if patient is bed confined (including portable toilets in lieu of commodes for patients who have otherwise qualified for a commode);
 - 4. Oxygen sets and respirators (If the prescription is for oxygen, the physician must indicate how it is to be administered and what apparatus is to be used.);
 - 5. Decubitus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices;
 - 6. I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths (including installation costs up to a maximum of \$500;
 - 7. Digital electronic pacemaker monitor when prescribed by a physician for a patient with a cardiac pacemaker;
 - 8. Automatic blood pressure monitor when prescribed by a physician.
 - 9. Rental of Electromagnetic coil bone growth stimulator;
 - 10. Home glucose monitors (Glucometers and Dextrometers);
 - 11. Disposable diapers and cloth diapers for all incontinent persons;
 - 12. Allowance of up to a maximum of \$1,000 for pressure injection devices for insulin or insulin pump once every five (5) years when such devices are used in lieu of needles and syringes;

13. Allowance of up to a maximum of \$5,500 for insulin infusion pump once every 5 years and insulin infusion pump supplies up to a maximum of \$250 per month, for eligible dependents age 18 and under, providing the following conditions are met:
 - a. insulin infusion pump is prescribed by a physician as a result of Type 1 diabetes,
 - b. physician's prescription includes the required number of injections per day, diagnosis, blood sugar levels, and hemoglobin count,
 - c. individuals approved for the \$5,500 benefit will not be eligible for the aforementioned \$1,000 allowance.
14. Raised toilet seats for all medical conditions;
15. Soft casts to a maximum of \$30 per cast;
16. Reusable underpads for wheelchairs to a maximum of 6 per year;
17. One pair of custom made corrective footwear per year (excluding off-the-shelf orthopedic foot wear) to a maximum of \$750 per year);
18. Geriatric chairs on a one time only basis to a maximum of 2,000;
19. Bath tub rails up to a lifetime maximum of \$100.
20. Up to two pairs of custom made foot orthotics in any 36 month period to a maximum cost of \$400. The orthotics must be purchased from a provider who is a member in good standing of the Green Shield Canada Automotive Preferred Provider Service Agreement (PPO) for custom made foot orthotics.
21. Up to 4 pairs of compression stockings per year to a maximum cost of \$800 per year (\$1,000 per year for custom made stockings), providing the following conditions are met:
 - a. physician's prescription includes eligible medical condition, class of compression, and style of stocking;
 - b. prescribed compression is 20mmHg or greater;
 - c. predetermination of eligibility is obtained from the carrier for custom made stockings.

F. Exclusions from durable medical equipment include, but are not limited to:

1. Deluxe equipment such as motor driven wheelchairs and beds, except when such deluxe features are necessary for the effective treatment of a patient's condition and required in order for the patient to operate the equipment;
 2. Items that are not primarily medical in nature or are for comfort and convenience (e.g., bedboards, overbed tables, adjust-a-bed, bathtub lifts, telephone arms, air conditioners, etc.);
 3. Physicians' equipment (e.g., infusion pumps, sphygmomanometer, stethoscope, etc.);
 4. Disposable supplies (e.g., disposable sheaths and bags, elastic stockings, etc.);
 5. Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);
 6. Self-help devices that are not primarily medical in nature (e.g., elevators, sauna baths, etc.); and
 7. Arch supports including off the shelf foot orthotics.
- (c02)(c05)

VIII. PARAMEDICAL SERVICES

The company shall arrange to make available a Paramedical Benefit as set forth in this appendix to Health Care Exhibit G.

- A. The services [excluding x-rays] of a Practitioner of Chiropractic are an eligible benefit. Chiropractic treatments will be reimbursed at a maximum rate of \$15.00 per visit until the applicable provincial benefit plan is exhausted and at a maximum rate of \$25.00 per visit thereafter to an annual maximum of \$465.00. Should any covered person reach the annual maximum, their reimbursement amount will be continued at an amount equivalent to the reimbursement provided under the Ontario provincial health plan (O.H.I.P) once such provincial benefit plan has been exhausted. Where chiropractic care is not a covered benefit under the applicable provincial benefit plan this reimbursement amount will be the equivalent of the reimbursement provided under the Ontario provincial plan.

- B. Treatments provided by a Practitioner of Podiatry and. when prescribed by a physician. a Practitioner of Chiropractic are eligible. Podiatry treatments are eligible when they occur subsequent to the exhaustion of the applicable provincial benefit period maximum. These benefits will be reimbursed at a maximum rate of \$11.45 per visit for either Podiatry or Chiropractic to an annual combined maximum of \$325.00 per benefit year per covered person.
 - C. The services of a Doctor of Naturopathy (N.D.) are an eligible benefit and will be reimbursed at a maximum of \$25.00 per visit to an annual maximum of \$325.00 per benefit year per covered person.
 - D. The services of a Registered Massage Therapist are an eligible benefit when prescribed by a physician and will be reimbursed at a maximum of \$45.00 per visit to an annual maximum of \$200.00 per benefit year per covered person.
- (n02)(c05)(c08)

IX. EMERGENCY AIR AND LAND AMBULANCE

The services described below will be considered covered Extended Health Care Services (EHS) supplementary to the basic hospital, surgical, medical expense benefits coverage provided under Section I.A. of Exhibit G to the Collective Bargaining Agreement:

- A. Emergency Air Ambulance Services
When it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's province of residence, the subscriber will be reimbursed for the amount charged to the patient and, when necessary, for the air fare of an accompanying medical attendant as well as the air fare of an accompanying spouse provided that:
 - 1. there is a demonstrated need for the patient to be confined to a stretcher or for a medical attendant to accompany the patient during the journey,
 - 2. the patient is admitted directly to a hospital in the patient's province of residence,

3. the patient's Provincial Government Health Insurance Plan makes a payment towards the cost if available,
4. medical reports or certificates from both the dispatching and receiving physicians are submitted, and,
5. proof of payment including air ticket vouchers or air charter invoices are submitted

B. Land Ambulance Services

When it is medically essential for a covered patient to travel by a licensed land ambulance service (municipal, hospital, private or volunteer) either in the patient's province of residence or out of the patient's province of residence and the patient's Provincial Government Health Insurance Plan makes a payment towards the cost if available, a benefit will be provided for the patient co-payment charge, if any, up to the Usual, Reasonable and Customary rate for the area where the service was received (as determined by the Carrier). The services will also be covered providing one of the following conditions are met:

1. The patient requires a transfer to another hospital due to specific medical conditions, which requires treatment or testing at an alternate medical facility or
2. Transporting a patient one way or round trip from the home to the facility when medically necessary.

(c02)

X. IN HOME NURSING AND SUPPORT SERVICES

In Home Nursing and Support Services will be provided up to a combined annual maximum of \$12,000 under the provisions as outlined below:

A. Nursing Services

When there is a clear medical necessity for the nursing services of a Registered Nurse (RN) or a Registered Practical Nurse (RPN), the subscriber will be reimbursed for the amount charged to the patient for such services for up to six (6) hours per day provided that:

1. the nursing services are prescribed by a physician and the physician and/or appropriate party

responsible for accessing applicable government programs and/or funding indicates:

- a. the level of nursing skill required,
 - b. the amount of time in each day required for nursing services, and
 - c. the approximate length of time that nursing services are required,
2. the RN or RPN is not a relative,
 3. the RN or RPN is currently registered with the appropriate nursing association when the services are performed,
 4. the patient is not in an institution (i.e., hospital, nursing home, home for the aged, etc.),
 5. the rate charged for nursing care does not exceed the usual and customary charges for the applicable geographic area.
 6. all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

In determining the necessity for the nursing services and to ensure all available coordination with government programs the carrier will undertake an independent nursing services assessment.

B. In Home Support Services

The subscriber will be reimbursed for the services of a Personal Support Worker (PSW), commonly referred to as a homemaker or health care aide, for the amount charged for such service up to \$25 per hour to a maximum of five (5) hours per week provided that:

1. the services are prescribed by a physician.
2. the services are used in conjunction with in home nursing services outlined in (I) above
3. the Personal Support Worker has a certificate from an accredited program and is employed by a provincially recognized, bonded health care provider
4. the Personal Support Worker is not a relative
5. all applicable community, provincial, or federal government assistance (based on age, disability, income, etc.) is applied for

Failure to comply with any of the foregoing may result in non payment of the claim

Should any covered person reach the annual maximum provided for these services, and remain eligible for in home nursing care under item A above, coverage will be continued at up to two (2) hours per day for the nursing services of a Registered Nurse (RN).

(c02)

XI. PSYCHOLOGIST TREATMENT

In cases where an employee or eligible dependent require counselling services for personal, family or marital problems a benefit will be provided toward this service.

Counselling provided by a registered clinical psychologist or Master of Social Work will be reimbursed at a rate of \$50 per visit to an annual maximum of \$625.00 per benefit year per participant.

For eligible dependent children under the age of fourteen (14), a benefit will also be provided toward the cost of a psychological assessment, excluding charges for forms and reports, performed by a registered clinical psychologist. This benefit is provided once for each eligible dependent, to a lifetime maximum of \$500. The amount reimbursed for a psychological assessment will be included in the annual maximum set out above.

(c02)(c05)(c08)

XII. SPEECH THERAPY

In cases where an employee or eligible dependent require speech therapy as prescribed by a physician and the therapy is provided by a Speech Language Pathologist or Speech Therapist, as licensed under the appropriate provincial College of Audiologists and Speech Language Pathologists, and only after all provincial and federal government programs and/or assistance has been applied for and accessed, reimbursement will be provided to an annual maximum of \$1,100 per participant including reimbursement for a one time only initial assessment fee to a maximum of \$125.

Reimbursement is not intended to cover the cost of subsequent hearing aid tests, other assessment tools, any

supplies, handbooks, tapes, forms, reports or follow up correspondence.

(c02)(c05)

XIII. NUTRITIONAL SUPPLEMENTS

In cases where it is medically necessary due to illness or concomitant medical conditions for individuals to have nutritional supplements, the Company will allow coverage of these products when prescribed by a physician as the sole source of nutrition either orally or by tube feeding. The following conditions must be met prior to approval:

- a) The individual must have an oropharyngeal or gastrointestinal disorder resulting in oesophageal dysfunction or dysphagia (i.e. neuromuscular disorder) and/or
- b) The individual must have a maldigestion or malabsorption disorder or significant stomach failure where food is not tolerated. (i.e. pancreatic insufficiency) and/or
- c) The individual must have a primary diagnosis of cancer and be actively receiving chemotherapy, radiation therapy, or palliative care. The benefit will be limited to the lesser of 220 servings or \$500 per year and available only when used in conjunction with in home nursing care.

All applicable Provincial and Federal government assistance must be applied for prior to consideration for coverage and an assessment and re-evaluation of the patient's condition must be done on a semi-annual basis.

Exclusions under this program include but are not limited to: prescribed weight loss in the treatment of obesity, food allergies, body building, meal replacement, nutritional supplement, convenience, or as a replacement for breast feeding. Individuals that are able to tolerate some solid foods and require only supplementation in addition to food will not be eligible for this benefit.

Any failure to comply with any of the foregoing may result in non-payment of the claim.

(c02)

XIV. PROSTATE SPECIFIC ANTIGEN (PSA) TESTS

A contribution will be provided toward the cost of one prostate specific antigen (PSA) test annually, to a maximum of fifteen dollars (\$15.00) for covered males age 50 and older.

(n05)

XV. OUT OF PROVINCE HSM COVERAGE AND ASSISTANCE

The Company shall continue its arrangements with Green Shield Canada to pay physicians, or to reimburse patients, for covered medical-surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence.

Benefits would be provided under such coverage upon submission of proof satisfactory to the insurer that a member received covered services out of the province of the member's residence because of (i) accidental injury or emergency medical-surgical services or (ii) referral for medical-surgical care by the member's attending physician. The benefit payment for covered medical-surgical expenses incurred would equal the fee charged for such services less the fee scheduled under the provincial medical-surgical plan for the covered services received, but only to the extent that the fee charged is reasonable and customary in the area where covered services are received.

The benefit payment for covered hospital expenses incurred would equal the hospital's charge for covered services in semi-private accommodations less the sum of the payments made by the provincial and supplementary hospital plans.

"Covered services" would be those medical-surgical services for which a fee is scheduled under the fee schedule of the provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the provincial hospital plan.

It was agreed that such out-of-province coverage will continue to be supplemented to include special assistance regarding facilitating claims payment and funds transfers.

Such assistance will provide that the payment to a provider (i.e., physician, hospital or clinic) for hospital, surgical, medical services covered under the patient's out-of-province hospital, surgical, medical expense benefits plan and provincial health insurance plan will be guaranteed by the Carrier when the provider or covered patient calls a pre-arranged toll-free number. In addition, in cases where a provider will not agree to bill the patient's out-of-province hospital, surgical, medical expense benefits plan or the Ontario Health Insurance Plan for covered services as provided above, the Carrier will arrange for a direct payment of the eligible hospital, surgical, medical expenses to the provider or directly to the patient if such patient incurred eligible hospital, surgical, medical expenses resulting in financial hardship to the patient. Such direct payment to either the provider or the patient will be subject to proper claims submission by the patient.

It was also agreed that a new out-of-province plan brochure that details all the services available to travellers through Green Shield Canada Travel Assistance (i.e., the international medical service organization through which the Carrier has arranged the facilitating of claims payment and funds transfers described above) will be developed and distributed to all employees and surviving spouses of deceased employees.

In particular such brochure will encourage patients to contact Green Shield Canada Travel Assistance whenever possible prior to incurring hospital, surgical, medical expenses so that the patient can confirm that the services they are requesting will be a covered medical expense under their out-of-province plan. A multilingual Travel Assistance Specialist can provide direction to the best available medical facility or physician which can provide the appropriate care. In serious medical cases, Green Shield Canada Travel Assistance physicians will provide Case Management (i.e., following the patient's medical progress to ensure that they are receiving the best available medical treatment and keeping in constant communication with the patient's family, family physician and the treating physician). Patients who are hospitalized for treatment of an accidental injury or a medical emergency will be advised in the brochure to contact Green Shield Canada Travel Assistance if their in-hospital

treatment will continue beyond 5 days so that the Green Shield Canada Travel Assistance physician in consultation with the treating physician and the patient's family physician can determine if it would be appropriate to arrange for air or land ambulance repatriation for the patient (and the patient's accompanying spouse) to a hospital in the patient's province of residence for such continuing treatment. Such repatriation is mandatory when it is determined that the patient is medically fit to travel and appropriate arrangements have been made to admit the patient into the provincial health care system. Reimbursement will be provided (to a maximum of \$1,000) for the cost of returning the patient's personal use motor vehicle to their place of residence or nearest appropriate vehicle rental agency when the patient is repatriated to their province of residence.

(c02)(c12)

APPENDIX G

LONG TERM CARE FACILITY EXPENSE BENEFITS

The Company will continue arrangements to provide long term care expense benefits subject to the following terms and conditions:

- (1) Benefits will be provided toward the patient co-payment expense for each day an covered person resides in a Long Term Care Facility, as an approved resident as determined under the Long Term Care Act 1994.
- (2) For covered persons resident in a Long Term Care Facility prior to January 1, 2006, the benefit payment toward the patient co-payment expense in any such approved Long Term Care Facility shall be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario in a standard ward and the Long Term Facility's daily charge up to the semi-private rate, if a semi-private or private accommodation is occupied, as approved by the Province of Ontario.

For covered persons who commence residence in a Long Term Care Facility on or after January 1, 2006, but prior to January 1, 2009, the benefit payment toward the patient co-payment expense will be limited to \$1,725 monthly, regardless of the type of accommodation occupied.

For covered persons who commence residence in a Long Term Care Facility on or after January 1, 2009, but prior to January 1, 2011, the benefit payment toward the patient co-payment expense will be limited to \$1,543.95 monthly, regardless of the type of accommodation occupied.

For covered persons who commence residence in a Long Term Care Facility between January 1, 2011 and December 31, 2013, the benefit payment toward the patient co-payment expense will be limited to \$1,200.00 monthly, regardless of the type of accommodation occupied.

For covered persons who commence residence in a Long Term Care Facility on or after January 1, 2014, the benefit payment toward the patient co-payment expense will be limited to \$800 monthly, regardless of the type of accommodation occupied.

- (3) Benefits shall be provided upon submission of proof satisfactory to the carrier that an eligible person has been approved as provided under the Act and a payment of an allowance for such care was made to that Long Term Care Facility on behalf of such person by the Province of Ontario for each such day for which benefits under the program are claimed.
- (4) No benefit payment shall be paid under this program to any covered person:
 - (a) If the covered person is eligible for or receiving the same or similar benefits from the Province of Ontario, the Workplace Safety & Insurance Board of Ontario or any other agency or department of the government of Canada or any province thereof or municipal corporation therein, regardless of whether the covered person has or has not contributed toward providing such benefit for self or covered dependent, and regardless of whether the covered person applied for such benefit, or
 - (b) For conditions arising from war, riot or insurrection or from service in the armed forces, or
 - (c) If the covered person is on a leave of absence from a Long Term Facility, except that an covered person who has been approved by the Placement Coordination Office who is transferred to a hospital will be eligible for the patient co-payment expense provided above for a period up to two (2) calendar days following the date of the covered person's admission to a hospital.

(c05)(c08)(c09)(c12)

APPENDIX H SEMI-PRIVATE HOSPITAL ACCOMMODATION EXPENSE BENEFITS

I. ENROLLMENT CLASSIFICATIONS

Semi-Private Hospital Accommodation Expense Benefits coverage for an eligible employee or surviving spouse of a deceased employee shall include limited coverage for eligible dependents as defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Semi-Private Hospital Accommodation Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in Section III.B., while semi-private hospital accommodation expense coverage is in effect with respect to such covered person, incurs covered semi-private hospital accommodation expense.

III. DEFINITIONS

As used herein:

- A. "covered person" means the eligible employee, eligible surviving spouse of a deceased employee and their eligible dependents;
- B. "covered semi-private hospital accommodation expense" means the charges incurred for semi-private hospital accommodation in accordance with Section IV.

IV. BENEFITS

Effective June 1, 2009 semi-private hospital accommodation is eliminated. The covered person may obtain Semi-Private Hospital Accommodation Expense Benefits that the hospital shall have agreed to furnish covered persons in accordance with the following reimbursement arrangement:

- A. Reimbursement for the difference in cost between standard ward charges and the cost of semi-private

accommodation up to a maximum of \$200 per day, in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying or has occupied a convalescent or rehabilitation bed;

- B. In a public chronic hospital or chronic wing facilities of a public general hospital, or in a bed designated as an alternative level of care bed by the attending physician a maximum reimbursement of up to \$30.00 per day (beginning with the first paid claim) for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.
 - C. In a public chronic hospital or chronic wing facilities of a public general hospital, or in a bed designated as an alternative level of care bed by the attending physician a maximum reimbursement of up to \$47.53 per day will be paid toward the chronic care co-pay charge following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan. Over the term of this agreement, the co-pay amount will be increased consistent with the co-pay level provided by the Provincial Government Health Plan to a maximum of \$60.00 per day.
- (c02)(c05)(c08)(c09)(c12)

V. LIMITATIONS

- A. Where the subscriber or dependent has occupied a chronic bed in a semi-private room, either in, or outside, of the Province of residence, a maximum of up to \$30.00 difference per day shall be allowed;
- B. To be eligible for reimbursement for occupancy of a chronic bed, accommodation must be in a public chronic hospital or a chronic wing facility of a public general hospital;
- C. No benefit shall apply to semi-private accommodation in a nursing home, T.B. Sanitorium or mental hospital;

- D. Payment of benefits is contingent upon the Provincial Health Insurance Plan in the Province in which the patient resides accepting or agreeing to pay the ward or standard rate;
- E. Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as required by the carrier.

VI. EXCLUSIONS

Covered semi-private hospital accommodation expense does not include and no benefit is payable for:

- A. Semi-private hospital accommodation where the covered person is occupying an active treatment bed in a public general hospital;
- B. Semi-private hospital accommodation where the covered person is not occupying a rehabilitation or convalescent bed, or a chronic care bed;
- C. Charges for completion of any insurance forms;
- D. Charges for semi-private hospital accommodation where such benefits are provided to the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

c(09)

APPENDIX I

PRESCRIPTION DRUG EXPENSE BENEFITS

I. ENROLLMENT CLASSIFICATIONS

Prescription Drug Expense Benefits coverage for an eligible employee or surviving spouse of a deceased employee shall include coverage for eligible dependents as defined under Section II. of the Health Care Program.

II. DESCRIPTION OF BENEFITS

Prescription Drug Expense Benefits will be payable, subject to the conditions herein, if an employee, surviving spouse of a deceased employee or eligible dependent, while prescription drug expense coverage is in effect with respect to such covered person, incurs covered prescription drug expense.

III. DEFINITIONS

As used herein:

- A. "covered person" means the eligible employee or eligible surviving spouse of a deceased employee and their eligible dependents;
- B. "covered prescription drug expense" means the charges incurred for such drugs as described in Section III.C. and are either drugs obtained from a participating or member pharmacy payable in accordance with Section IV.A. or for drugs obtained from a non-participating pharmacy payable in accordance with Section IV.B.;
- C. "dispensing fee" means the amount charged by a pharmacy for the professional services of the pharmacy for the dispensing or fulfillment of a prescription order or refill;
- D. "drug" means and includes any substance:
 - 1. that is currently listed in the Chrysler Canada Drug Formulary;
 - 2. that is a new drug product marketed after September 23, 1996 and is recommended for

inclusion by Green Shield Canada's Pharmaceutical and Medical Consultants. When Green Shield Canada does not recommend a new drug for inclusion on the formulary or if Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist in this review.

The criteria for inclusion into the formulary shall be that the new drug product offers therapeutic advantage to existing products in the formulary, is lifesaving or cost effective.

Provided that for the purposes of this Agreement, drug shall be deemed in its meaning not to include any substance or preparation containing any substance in D.1. or 2. above in whole or in part if the same shall be offered for sale by a Member Pharmacy or a Pharmaceutical Chemist, or sold by a Member Pharmacy or Pharmaceutical Chemist as, or as part of, a food, drink or cosmetic or for any purpose other than the prevention or treatment of any ailment, disease or physical disorder;

- E. "out-of-pocket" maximum means the sum of the prescription drug co-payments for the employee or surviving spouse of a deceased employee and their eligible dependents in a calendar year.
- F. "participating or member pharmacy" means corporations, partnerships, sole proprietorships, public clinics, or public hospitals as shall from time to time become member pharmacists bound by a carrier/member pharmacy agreement. A participating or member pharmacy is one who provides dispensing services in accordance with the agreement with the carrier;
- G. "pharmacy agreement" means the provider of service agreement with the carrier respecting the payment for the dispensing of prescriptions by which member pharmacies agree to be bound;

- H. "prescription" means an order or direction either oral or in writing, given by a practitioner ordering or directing that a stated amount of any drug, or drugs as specified in such order be dispensed by a member pharmacy or a pharmaceutical chemist for a person named in such order or direction. Prescription also includes prescription services;
 - I. "pharmaceutical chemist" means a legally qualified pharmaceutical chemist;
 - J. "practitioner" means a practitioner legally qualified to practice the professions of medicine or dentistry.
- (c02)(c05)(c08)(c12)

IV. BENEFITS

- A. From a participating or member pharmacy, the covered person may obtain prescription drugs subject to payment by the covered person of 10% of the total allowed amount paid by the plan for each separate prescription order and refill. The 10% co-payment amount will be applied until the out-of-pocket maximums outlined in paragraph C below are reached. Thereafter, the plan will cover 100% of the allowed amount for prescription drugs for the remainder of the year. In the event the carrier provides for a maximum allowable dispensing fee in excess of \$9.00, the covered person will be responsible for the excess.
- B. From a non-participating pharmacy, the plan shall pay the usual reasonable and customary charge paid to a participating or member pharmacy for any prescription drug dispensed by a Pharmaceutical Chemist, a hospital, medical clinic, physician or dentist, less 10% of the total allowed amount paid by the plan for each such separate prescription order and refill. The 10% co-payment amount paid by the covered person will be applied until the out-of-pocket maximums outlined in paragraph C below are reached. Thereafter, the plan will cover 100% of the allowed amount for prescription drugs for the remainder of the year. The covered person will be responsible for any additional charges assessed by the non-participating pharmacy over and

LETTERS

(G-1) SUPPLEMENTARY GOVERNMENT PROGRAMS

In the event of the introduction of new or expanded provincial or federal programs providing benefits generally similar to those provided under Exhibit G of the Collective Bargaining Agreement, the following principles will apply with respect to Section V.C. of Exhibit G:

1. Commencing with the date any such benefits become available the Company will maintain the current negotiated level of benefits as nearly equal as practicable through supplementation, if necessary.
2. The Company will pay to the appropriate agency providing benefits any required direct premiums for eligible employees, surviving spouses of deceased employees or dependents for benefits up to the level of the benefits provided under Exhibit G.

(G-2) VACATION LEAVE CONTIGUOUS WITH PLANT VACATION

This will confirm our understanding that notwithstanding the provisions of the first paragraph of Section II., and solely for the purpose of continuing hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage at Company expense, an employee on a leave of absence for vacation contiguous with the plant vacation shutdown period will be deemed to be actively on the payroll of the Company during the designated plant vacation shutdown period.

(G-3) ONTARIO DRUG BENEFIT PROGRAM

This will confirm our understanding with respect to prescription drug coverage for employees, surviving spouses of deceased employees and their eligible dependents who are age 65 or older.

Prescription drug benefits for residents of Ontario who are age 65 or older are available to the individual under the Ontario Drug Benefit Program. It is understood that Ontario residents age 65 or older who are eligible for

- A. Vitamin products, except those which must be injected;
- B. Proprietary medicines defined in Division 10 of the Food and Drug Act of Canada;
- C. Blood and blood plasma;
- D. Contraceptive foams or gels; or appliances whether or not such prescription is given for medical reasons;
- E. Medication, cosmetics, laxatives, shampoos and medicines which may be lawfully sold or offered for sale in places other than in a retail pharmacy, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required except that shampoos and laxatives will be covered prescription drug expenses when they are prescribed as medically necessary for the treatment of cancer patients;
- F. Prescription for drugs or products not listed in the latest issue of the Green Shield pharmaceutical directory that lists the drug products described in Section III.C. of Appendix I.;
- G. Prescriptions for which the patient may be compensated under the Workplace Safety & Insurance Act 1997 or obtains reimbursement from a municipal, state, provincial or federal government, agency or foundation;
- H. Charges for completion of any insurance forms.
- I. Effective January 1, 2013, any drug or medicine that can be purchased without a prescription with the exception of insulins, nitrates, vaccines, antifungals and epinephrine kits for the treatment of anaphylaxis (e.g. EpiPen).

(c12)

VII. LIMITATIONS

- A. Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable, usual and customary suggested retail price;

- B. Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only;
- C. Syringes, disposable syringes and needles will not be a covered benefit under Prescription Drug Expense Benefits for a period of five (5) years from the date that an insulin pressure injection device is approved by the Carrier as a covered durable medical equipment expense under the Prosthetic Appliance and Durable Medical Equipment Expense Benefits set forth in Appendix F.

LETTERS

(G-1) SUPPLEMENTARY GOVERNMENT PROGRAMS

In the event of the introduction of new or expanded provincial or federal programs providing benefits generally similar to those provided under Exhibit G of the Collective Bargaining Agreement, the following principles will apply with respect to Section V.C. of Exhibit G:

1. Commencing with the date any such benefits become available the Company will maintain the current negotiated level of benefits as nearly equal as practicable through supplementation, if necessary.
2. The Company will pay to the appropriate agency providing benefits any required direct premiums for eligible employees, surviving spouses of deceased employees or dependents for benefits up to the level of the benefits provided under Exhibit G.

(G-2) VACATION LEAVE CONTIGUOUS WITH PLANT VACATION

This will confirm our understanding that notwithstanding the provisions of the first paragraph of Section II., and solely for the purpose of continuing hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage at Company expense, an employee on a leave of absence for vacation contiguous with the plant vacation shutdown period will be deemed to be actively on the payroll of the Company during the designated plant vacation shutdown period.

(G-3) ONTARIO DRUG BENEFIT PROGRAM

This will confirm our understanding with respect to prescription drug coverage for employees, surviving spouses of deceased employees and their eligible dependents who are age 65 or older.

Prescription drug benefits for residents of Ontario who are age 65 or older are available to the individual under the Ontario Drug Benefit Program. It is understood that Ontario residents age 65 or older who are eligible for

Ontario residents age 65 or older who are eligible for prescription drug coverage under the Health Care Program shall be required to present their prescriptions for dispensing under the Ontario Drug Benefit Program. Benefits shall continue to be provided for covered prescription drug expenses under the Health Care Program to the extent that benefit coverage for such expenses is not available under the Ontario Drug Benefit Program.

(c05)(c12)

(G-4) GREEN SHIELD CARRIER

This will confirm our understanding reached during these negotiations with respect to carriers for the Group Hospital, Surgical, Medical, Drug, Dental, Vision and Hearing Aid expense benefits provided under Section I. of Exhibit G to the Collective Bargaining Agreement.

It was agreed that the Company shall continue its arrangements with Green Shield Canada to be the carrier for the Prescription Drug, Semi-Private Hospital Accommodation, Extended Health Benefits, Nursing Home Care, Dental, Vision and Hearing Aid expense benefits.

(c02)

(G-5) HEALTH CARE COMMITTEE ACTIVITIES

During the 2002 Negotiations the parties renewed their commitment for the Company-Union Committee defined under Section IV. of the Health Care Program to investigate, consider and, upon mutual agreement, engage in activities that may have high potential for cost savings including the implementation of pilot programs designed to improve the functioning of the various health care programs.

These activities may include, but will not be limited to the following:

- Non-compliance is a major area of concern in our drug plan expenditures that leads to unnecessary absenteeism and disability. Compliance can be defined as taking prescribed drugs as directed by a physician. Agreement was reached to investigate and implement a compliance program which may include

the following: medicine cabinet clean up to identify problem areas, trial prescriptions to determine tolerance and usefulness of drugs and education of patients and the medical community.

- Study and evaluate Mail Order Pharmacy arrangements and if mutually acceptable implement a pilot program that will give employees and surviving spouses of deceased employees an option to purchase their drugs through a Mail Order Pharmacy without the requirement of a co-pay.
- Develop a preferred provider system for delivery of services the Health Care Program.
- Develop measures to prevent individuals who are no longer eligible dependents from using benefit plan coverages.
- Develop an employee personal preventative health care program to provide information to individuals and their families in such areas as dental hygiene, dietary instructions, exercise, alcohol and drug abuse, annual physicals, etc. in conjunction with the Wellness Program (Letter 10.23 in the P & M agreement.)
- Develop a community focused employee medical care education program to educate employees and their families as well as providers of care about the goals and mutual efforts of the Health Care Committee (HCC) toward health care cost containment and improved quality of services.
- As the parties wished to further investigate the potential advantages of a Health Care Spending Account, it was agreed that during the term of the 2002 agreement, a Health Care Spending Account would be reviewed. If, as a result of the review, the parties mutually agree to establish a Health Care Spending Account, it would be the intent to reach an agreement with regards to all the terms and conditions regarding the account so that it could be implemented with the 2005 Health Care Program.

The parties agree that the HCC will begin discussions on these issues as soon as practicable after negotiations.

The parties also agree that the HCC will work with the carriers to review the coverage provided under the current Health Care Program to determine whether the plans can

be altered or new procedures developed that will provide the benefits in a more cost effective manner.
(c02)(c12)

(G-6) PERSONAL LEAVE CONTIGUOUS WITH PLANT VACATION

This will confirm our understanding that hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage will be continued at Company expense for employees on a leave of absence contiguous with the plant vacation shutdown period (other than a leave of absence for vacation or a leave of absence requested by the Local Union to permit an employee to work for the Local Union), in accordance with the following:

1. Notwithstanding the provisions of the first paragraph of Section II., and solely for the purpose of continuing group hospital, surgical, medical, prescription drug, dental, vision and hearing aid expense benefits coverage, an employee will be deemed to be actively on the payroll of the Company during the designated plant vacation shutdown period provided such coverages are in force on a Company paid basis at the commencement of the designated plant vacation shutdown period.
2. Under the provisions described in 1. above, an employee's coverages will be continued during the month following the month(s) in which the designated plant vacation shutdown period occurs.

(G-7) JOB SECURITY DOCUMENT — DENTAL COVERAGE

This will confirm our understanding reached during the 1993 negotiations that solely for the purpose of continuing group dental expense benefits coverage at Company expense, employees who elect to apply for Supplemental Unemployment Benefits and then retire in accordance with the options negotiated as part of the Job Security Document will be deemed to be retired employees receiving a pension under the Pension Plan during the

period such employees receive Supplemental Unemployment Benefits.

(G-8) PRESCRIPTION DRUG PLAN

During the course of these negotiations there was considerable discussion concerning the "Controlled Prescription Drug Plan". This resulted in a modification to the plan which involves Green Shield Canada and where necessary an impartial third party to review the addition of new drugs as a covered benefit.

Despite this change a number of administrative issues required clarification as follows:

- Green Shield Canada will review drugs introduced since October 1, 1993 for inclusion into the formulary. If Green Shield Canada does not recommend a new drug for inclusion on the formulary or Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist.
- Participants who inadvertently pay out-of-pocket for a drug not included on the formulary will be reimbursed on an exception basis for the initial prescription pending a prescription change by the participant's physician to a covered drug.
- Participants who have a specific diagnosed medical condition (not including a personal preference) that requires the use of a specific drug for therapeutic or life saving conditions and such drug is not included as a covered benefit will be reimbursed on an exception basis.

The parties also agree to meet and discuss any other concerns that may arise from the modification of the plan with the intent to resolve in a mutually satisfactory manner.

(G-9) CARRIER ADMINISTRATIVE POLICY

During these negotiations the parties discussed ways in which the delivery of certain health services and disability benefits could be improved to insure that our programs maintain the dignity of the employee, while remaining consistent with the parties' objective to better manage

costs. Of particular concern to the Union were the overall administrative policies utilized by the Company's carriers, Green Shield and Manulife, and the necessity for discussion between the parties prior to implementation of such administrative policies.

Specifically, the Union voiced its concern regarding the requirement of employees to provide multiple quotes in respect to the Prosthetic Appliance benefit and the fact that employees, are very often, not in a position to reasonably obtain such multiple quotes. In addition, the Union also expressed its concern regarding the Extended Disability Program and the necessity of employees to provide proof of CPP disability eligibility in every case.

Recognizing the merit of the Union's concern, the parties agree to meet quarterly and review with these carriers, the issues mentioned above and any other concerns that may arise, with the intent to resolve the issues in a mutually satisfactory manner.

(G-10) GOVERNMENT DRUG INITIATIVES

During the 2005 negotiations, the concept of a maximum allowable cost (MAC) drug plan pricing structure was proposed by the Company and discussed in detail by the parties. The MAC pricing was discussed specifically in relationship to the potential for the province of Ontario to implement changes to the Ontario Drug Benefit (ODB) plan. The Ontario Ministry of Health and Long Term Care established a Drug System Secretariat in June 2005 to provide the Minister, by the end of 2005, strategies for managing drug costs and other matters.

In addition to Ontario initiatives, it was noted that the September 2004 First Ministers Health Accord commits the federal and provincial governments to develop a National Pharmaceuticals Strategy (NPS) by June, 2006. This strategy may precipitate many changes in government drug plan administration policies with respect to catastrophic coverage, drug costs, and the interrelationships of public and private sector drug benefit plan arrangements in each province.

The Company and the Union realize that the results of federal and provincial initiatives will bring changes which may have effects, both positive and negative, on the cost of funding prescription drug benefits. It is highly likely that changes will occur during the course of this agreement but the details of the changes and the magnitude of change in cost cannot be predicted.

In view of this uncertainty, the Company and the Union agree to work with Green Shield Canada to develop an understanding of the nature and impact of the changes as they become known to:

1. Meet and discuss concerns arising from the changes referred to above, with the intent to resolve such concerns in a mutually satisfactory manner.
2. Assist plan members to retain access to medically necessary drug treatments.

(n05)

(G-11) PRIVATE HEALTH CARE AND ACCESS TO GOVERNMENT PROGRAMS

Private Health Care

During the 2005 negotiations, the parties discussed the potential opportunity for private health care in Canada. There were concerns raised by both parties regarding the potential impact on the financial position of the plan and the plan members should private health care become more accessible to plan members in Canada.

Should problems arise as a result of the expansion of private health care in Canada, the parties agree to address these issues as they arise with the intent of resolving these concerns in a mutually satisfactory manner.

Access to Government Programs

The parties also discussed concerns raised by the Company regarding accessibility of prescription drug coverage for plan members through the Ontario Drug Benefit (ODB) Plan Section 8. Individuals age 65 and over or those receiving home care services may be eligible for ODB benefits which are not being utilized in all cases, resulting in the Company providing a benefit that may be payable first through the ODB. The parties agree to work

with Green Shield Canada and develop mutually agreed upon strategies designed to gain access for plan members to the ODB where appropriate and explore opportunities including:

1. Requiring application for coverage for drugs listed under Section 8 of the ODB.
 2. Finding a means of identifying those in receipt of home care benefits through the Community Care Access Centres (CCAC).
 3. Referring all plan members receiving home care benefits to the CCAC for prescription drug coverage.
- (n05)

(G-12) RETIREE HEALTH CARE – HEALTH CARE TRUST

During the 2009 negotiations the parties discussed the establishment of a Canadian VEBA with regards to retiree health care benefits.

The intent would be to establish a Canadian fund to permanently remove retiree health care obligations from the Company through a pre-funded arrangement.

This fund would be contingent on the following negotiations:

- Company funding to reflect past liability;
- Company/employee shared funding on go-forward current service liability; and
- Legislative/regulatory changes to allow a tax-efficient structure.

(n09)

(G-13) NEW HIRE RETIREE HEALTH CARE CONTRIBUTION

During 2012 negotiations, the Union and the Company agreed that a health care trust may be established to provide retiree health care benefits for employees hired on or after May 5, 2009. The Company will make specified hourly contributions into individually funded accounts for each employee towards such retiree health care.

Effective October 1, 2012, for employees hired on or after May 5, 2009 and prior to September 24, 2012, the Company will contribute \$0.40 per compensated hour (up to 2,080 hours per year). The Company contributions will be increased over a period of years, as determined in future bargaining, to a maximum of \$1 per compensated hour (up to 2,080 hours per year).

For employees hired on or after September 24, 2012, Company contributions will begin only after the new hire has grown into the full current hourly rate. The contributions will be phased in over a number of years to be agreed to by the Union and the Company to a maximum of \$1 per compensated hour (up to 2,080 hours per year).

All employees hired on or after May 5, 2009 will receive no retiree health care benefits (e.g. hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services, long term care and provincial medical) from the Company.

The mechanisms and details of how the retiree health care contributions will be administered will be agreed to by the Union and the Company before the first contribution comes into effect. Beyond these defined hourly contributions, there will be no liability incurred by the Company for retiree health benefits for these employees. The parties agree that tax implications to the Company will be considered when determining the process by which the health care contributions are made.

(n12)

**EXHIBIT A
AGREEMENT COVERING THE SUB PLAN**

**EXHIBIT A
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN
(EXHIBIT A-1),
THE SEPARATION PAYMENT PLAN
(EXHIBIT A-2),
AND
THE AUTOMATIC SHORT WEEK BENEFIT PLAN
(EXHIBIT A-3)**

**This Agreement entered into at Toronto, Ontario as of
this 24th day of September 2012.**

**BETWEEN:
CHRYSLER CANADA INC.
(hereinafter called the "Company ")**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA, (CAW-CANADA) AND CAW LOCALS 444,
1498, AND 195 AT WINDSOR, 1459 AT ETOBICOKE AND
1285 AT BRAMPTON**

(hereinafter called the "Union")

WITNESSETH:

**2009 Addendum Agreement to the 2008
Exhibits
to the
Production & Maintenance Agreement
between
Chrysler Canada Inc.
and the
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)**

**AGREEMENT BETWEEN
CHRYSLER CANADA INC.
AND
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA**

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 Production and Maintenance 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 Production and Maintenance Agreement or unless otherwise modified or terminated by mutual agreement of the parties.

The parties have agreed that the current 2008 Production and Maintenance 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: SUB CREDIT UNIT EXCEPTION**

During 2009 Negotiations the Company advised the Union of the increased cost of Supplemental Unemployment Benefits (SUB) paid out to employees that are recalled from layoff to cover vacation leaves during summer months. Accordingly the parties agree that full-time employees recalled from layoff on or after May 1 and subsequently laid off prior to September 1 will not accrue SUB credit units based on those hours worked.

**MEMORANDUM OF UNDERSTANDING
RE: EMPLOYMENT INSURANCE BENEFIT
REIMBURSEMENT**

The parties agree to eliminate Section (A-16) Employment Insurance (EI) Benefit Reimbursement (EI Clawback) outlined in the current 2008 Exhibits Agreement between Chrysler Canada Inc. and the National Automobile, Aerospace, Transportation and General Workers Agreement (CAW – Canada) effective with the 2009 income tax year.

**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
- 1st year anniversary date – increase to 75% of the full base rate
- 2nd year anniversary date – increase to 80% of the full base rate
- 3rd year anniversary date – increase to 85% of the full base rate
- 4th year anniversary date – increase to 90% of the full base rate
- 5th year anniversary date – increase to 95% of the full base rate
- 6th year anniversary date – increase to 100% of the full base rate

Cost of Living Allowance (COLA)

- Not eligible for COLA until 3rd year anniversary date

Supplemental Unemployment Benefit (SUB)

- Not eligible for SUB payments until 3rd year anniversary date
- SUB credit unit accrual begins after 1st 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 3rd 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.