Agreement

Between

FCA CANADA INC.

and



October 19, 2020

LOCAL PLANT MEMORANDUM

OF UNDERSTANDING

WINDSOR

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WINDSOR PLANT MEMORANDUM OF UNDERSTANDING

PLANT MEMORANDUM OF UNDERSTANDING

This PLANT MEMORANDUM OF UNDERSTANDING dated the 19th day of October, 2020 between FCA CANADA INC. for its WINDSOR ASSEMBLY PLANT (hereinafter referred to as the "Company") and, UNIFOR and its LOCAL UNION NO. 444 (hereinafter collectively referred to as the "Union").

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Pursuant to Section (1.14) of the Production and Maintenance Agreement, meetings have been held since August 14, 2020, to discuss a number of issues special items and other matters.

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The parties agree that all issues, special items and other matters which were raised and discussed in these meetings have been resolved and disposed of as set forth in Sections 1 to 107 and Letter 1 to 19 of this Plant Memorandum of Understanding.

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The provisions of this Plant Memorandum of Understanding shall become effective simultaneously with the Production and Maintenance Agreement unless otherwise specifically provided herein.

WINDSOR PLANT MEMORANDUM OF UNDERSTANDING

UNIFOR UNION NO. 444 ASSEMBLY PLANT FCA CANADA INC. WINDSOR

J. Daehn

M. Stevenson

F. Mosey

C. Diluca

T. Gaudette

D. Graham

M. McGowan

W. McMaster

K. Mollard K. Allen

CLASSIFICATION AND JOB ASSIGNMENTS (2) Storage of Windsor Assembly Plant Material

In the event the Company leases, owns or operates a facility for storage purposes, the Material Handling Division employees will be assigned the work whenever the volume is sufficient. Inventory of such material shall also be performed by employees in the Material Handling Division.

(3) Transfer of Operation – Vehicle Completion Centre

The operation of replacing defective batteries for cars held in the Windsor area lots by haulers shall be performed by Vehicle Completion Centre hourly personnel.

(4) Utility Classification

During negotiations, the Union raised the propriety of the use of employees' class #2464 Utility Workers performing class #4543 Repairers' work on a regular basis. It is the Company's intention, in the future, that these employees' regular assignments shall be consistent with the classification they are assigned. However, it is understood by the parties that there may be occasions when it is necessary to assign the subject employees to repair type work.

(5) Vacation Replacement

During the course of these negotiations, the issue of Vacation Replacements for Stock (9040) was discussed. As long as current practices continue, the Company agrees to designate two (2) employees per production shift for Department 9040 to be utilized as permanent vacation replacements.

The parties recognize that vacations fluctuate shift to shift, which may necessitate the vacation replacement persons having to periodically switch shifts.

WINDSOR CLASSIFICATION AND JOB ASSIGNMENTS

Further, during periods of the year when vacations are not being taken, the parties agree to utilize these employees within the divisional absentee pool. (c16)

FACILITIES, SAFETY AND EQUIPMENT

(6) Bulletin Boards

The Company agrees to maintain the current number of cork bulletin boards (15) for the purposes of enhancing Company/Employee communications. Any changes from current locations must be agreed upon by the Plant Chairperson and the Labour Relations Supervisor.

(7) Chillers

The Company agrees to continue discussions on Chillers and any future installations of the subject matter will be focused towards areas of known needs based on data accumulated during the life of the agreement.

Management agrees to test and service all air room and chiller systems by May 1st of each year. (c20)

(8) Doors and Heaters

In preparation for winter weather conditions, the doors and heaters in the plant will be in working condition by October 1st of each year.

(9) Enclosed Jitneys

Enclosed material handling equipment will be made available for regular outside operations during periods of inclement weather and during the winter months for department 9040. (c16)

(10) Entrances to Windsor Assembly Plant

Management shall clear debris, snow, and salt from the Windsor Assembly Plant parking lots and sidewalks as required, with particular attention given to cleaning built-up snow adjacent to the plant gates prior to shift start. Plant doorways will be painted with non-skid paint every six (6) months or as required.

A portable battery or jumper cables, that will be regularly checked for charges will be provided at Gates #1 (Main

Gate), #4 (BIW) and FCAT. (c20)

(11) Hoists and Bridges

Arrangements will be made to provide a proper bridge and hoist where required to facilitate the Maintenance handling of sealer, primer or glue drums.

Whenever a drum station area that is equipped with a hoist and bridge is relocated elsewhere in the plant, the hoist and bridge will likewise be relocated, provided the building structure at the new drum station site can accommodate installation according to engineering requirements.

(12) Jogging Plant Lines

In order to ensure the safety of employees, an audible device will be utilized to warn employees that a particular line is being jogged by the Maintenance Department.

(13) Lockers

During the course of these negotiations, the subject of lockers was discussed, and both parties agreed that lockers will be assigned to employees on the following basis:

Department	Full Lockers
9310 B.I.W.	-CO2 Welders -Metal Persons -Spot Welders -Door and Fender
9350	-Urethane Application -Glass Sub/Assy
9371 Final	-All Stall Repairpersons

WINDSOR FACILITIES, SAFETY AND EQUIPMENT

9390 Pre-Delivery -Metal Persons

-Sanders
-Sprayers

-All Repairmen

In addition, the following employees will be provided with one additional locker for the purpose of equipment storage

9310 BIW -CO2 Welders

-Booth Absentee -Utility Operator -Booth repair

-Loaders and Unloaders

-Pick up Repair

Full lockers will be provided to each Permanent Skilled Trades employee and Apprentice.

All other employees on operations not specifically listed will be provided half lockers.

Each locker must be correctly and properly identified. It is also understood that employees who change or are required to change operations from those listed above shall be required to turn in lockers for reassignment. In order to maintain a sufficient bank of at least ten (10) lockers, the Company will conduct a purge as required. Both parties recognize a responsibility to ensure that lockers are allocated, maintained and replaced according to this Agreement.

The Plant will provide a two (2) week notice preceding any open locker purge. (c16, c20)

(14) Matting

During the course of these negotiations, the parties agreed that matting requests to address employees' ergonomic concerns and personal comfort will be tabled at the regular Centre Office Leadership meetings. If

WINDSOR FACILITIES, SAFETY AND EQUIPMENT

thereafter required, discussion may take place between the Plant Committee person and the Centre Manager relative to this request. Whenever matting is so approved, it will be installed in a timely manner.

The parties also agreed that employees afforded matting under this provision will be responsible for the housekeeping of their immediate work area. Both parties also acknowledged that such matting would be removed in the event of the creation of an unsafe condition. Management will review problems of this type with the Union prior to the removal of such material.

(15) Noise – Abatement/Conservation

Management agrees to continue the current practice of specific audiometric testing, as well as providing the employee with a copy of the results.

Management also agreed that a consultant may be engaged for purposes of assisting in the determination of recommended improvements, on an ongoing basis.

Management commits that noise level impact will continue to be taken into consideration when planning facility changes.

When new equipment is purchased, the Company will continue its present purchasing policy of 85 dBA with regard to noise.

Issues and updates will be discussed when required at the weekly Plant Safety Meetings. (C12)

(16) Offsite Campaigns

The Company agrees to supply a sheltered area for employees while working on offsite campaigns in inclement weather.

(17) Picnic Tables and Satellite Canteens

The allocation of picnic tables and satellite canteens to specific locations within the plant will be determined after giving due consideration to several factors, including employee requirements, the availability and efficient utilization of floor space, availability of alternate seating and eating facilities, and the maintenance of good housekeeping practices in the area.

In cases where problems arise, the Union Representative will be given an opportunity to correct any abuse prior to the removal of the picnic table or satellite canteen from the area.

(18) Racking

As long as present conditions persist, Management shall continue to identify incoming racks in need of repair.

Industrial Mechanics will be utilized as required to assist with the opening and closing of a container which cannot be handled by the usual means.

The Company also recognizes that occasional in-house repair of an extremely damaged container may be necessary to remove an immediate hazard.

(19) Window Repair

Management agrees to annually replace and repair overhead windows where necessary prior to May 1.

FIRST AID

(20) First Aid and Emergency Passes

During the course of these negotiations, Management advised that emergency requests (for example, First Aid and emergency passes) will be provided within a reasonable length of time.

A procedure to verify notification to employees of emergency phone calls will be adopted.

At any time the Union feels an Emergency or First Aid pass abuse has taken place, they may direct their complaint to the Human Resources Department for follow-up. (c20)

(21) First Aid Facilities

The Plant will arrange to have two (2) mobile units equipped with a stretcher and appropriate equipment. Arrangements will be made to have personnel qualified in First Aid available for the operation of the units.

(22) First Aid Policy

Management recognizes that the type of work to be performed and the number of employees are factors to be considered in determining whether a nurse would be on duty.

HOUSEKEEPING

(25) Cleaning of Fans

Management will conduct an annual audit of work station fans by March 1st to validate placement and function. All fans will be cleaned and repaired prior to April 1st. (c16)

(26) Housekeeping

The Company & Union recognized the desirability of working together to keep the plant in a clean condition.

Further, all existing cleaning cycles will be maintained until such a time that changes in layout, design or process, or any other improvements warrant the deletion of a particular cycle, at which time the Union will be notified of this change. In addition, all plant washrooms will be serviced and cleaned each shift, with re-stocking and upkeep completed as required during the course of the production shifts. Toilets, urinals, sinks and showers will be disinfected each shift. It is understood by the parties that this washroom cleaning cycle shall be adjusted accordingly in the event there is a change in the present plant production schedule.

Improvements will be made to the exhaust fans that are presently installed in the washrooms.

A pipefitter will be assigned, on a daily basis, to effect repairs to equipment in the washrooms when required and necessary materials are available. (c12)

(27) Sweeping Docks

Under present conditions, Management shall continue to power sweep all docks every two (2) hours during production shifts.

(28) W.A.P Docks

Management agrees to power sweep and wash all W.A.P. outside docks on a weekly basis.

WINDSOR MAINTENANCE OF EQUIPMENT & FIXTURES

MAINTENANCE OF EQUIPMENT & FIXTURES (29) Dock Ramps

Management agrees to P.M. all W.A.P. plant dock ramps monthly.

(30) Water Fountain Filters, Ice Machines, and Water Machines

The company commits to maintain the water and ice machines as well as change water fountain filters according to the manufacturers recommendations. (c20)

(32) Plant Aisle Ways

Management is committed to maintaining those types of driving surfaces in plant aisle ways that are conducive to safe operating conditions.

Management will expeditiously repair those conditions that are raised by the Union. (c12)

(33) Plant Jitneys/Tuggers

During negotiations, the parties agreed that any new jitney purchased or leased would be equipped with a speedregulating device set to the Plant's maximum speed limit.

Management intends to continue the P.M. (preventative maintenance) program of plant jitneys and tuggers as recommended by the (OEM) Original Equipment Manufacturer which is currently a 400 and 1200 hour P.M. In the event that the recommended preventative maintenance schedule changes, Management intends to follow the revised schedule. Documentation will be supplied upon request.

Jitneys and tuggers will be washed during the normal preventative maintenance schedule. (c20)

WINDSOR MAINTENANCE OF EQUIPMENT & FIXTURES

(34) Preventative Maintenance

Preventative Maintenance Programs 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 preventive maintenance at least once per calendar year, on an incremental basis, with a progressive portion of the work performed weekly. An average of 2 Industrial Mechanics per shift, 5 days per week will be assigned to each of the following carrier repair areas: B.I.W. carriers, Paint carriers, Trim carriers. Trim carriers will be padded and maintained during the life of the Agreement.
- (c) Continue to maintain the current T.M.S. / P.M. Schedules on all hanging overhead fixtures / ergo arms and equipment. Examined fixtures equipment will be addressed immediately. Outstanding repairs will be tracked & reported weekly and corrected. If not corrected, a target date will be supplied and met.
- (d) Established frequencies for inspection of equipment and components will be maintained. Changes will be made in accordance with the engineer's

WINDSOR MAINTENANCE OF EQUIPMENT & FIXTURES

recommendation and will be part of continuing discussion through the Joint Review Committee.

- (e) During the life of the agreement, a T.M.S. (Total Maintenance System) or equivalent program will be established to address chillers, doors and heaters, window repair, dock ramps, water fountain filters, plant ventilation systems, air room filters, sub stations, and penthouse louvers. Repair accountability of zip / panel doors will be performed by responsible trades within area of concern. T.M.S. documentation will be provided on request.
- (f) Management agrees to pursue the training of the skilled trades personnel in accordance to the latest technology related to zip / panel doors.

The Windsor Assembly Plant 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.

(35) Vehicle Completion Centre Washbooth

During the course of these negotiations, the Union expressed concern regarding the Vehicle Completion Centre washbooth. Management advised that the washbooth will be placed on a monthly preventive maintenance cycle.

(36) Zone Lines

Under current operating conditions, all dock zone lines will be painted on an as required basis.

OVERTIME

(38) Overtime Notification – Union

During negotiations, the Company and the Union discussed overtime and the charging of hours.

Except in unusual circumstances, overtime requirements will be discussed with the Union Representative prior to the employees being informed. In instances where this procedure is not adhered to, the matter may be taken up with the respective Centre Manager for corrective action. Further, overtime canvass sheets will be provided to the Union within a reasonable period of time after the completion of the overtime canvass.

The Company and Union agreed that daily overtime lists will be published no later than the end of last break on the shift the canvass occurred. However, the parties understand that business demands can cause overtime requirements to change prior to the end of the shift. A double charge shall be applied for any employee who cancels previously accepted overtime after the overtime list has been published.

A deadline for acceptance of overtime (both during the week and on weekends) will be established by the Union and the Company. Employees who accept overtime and who subsequently do not report for scheduled overtime or fail to cancel in advance of the deadline, will be double charged. (c12)(c16)(c20)

(39) Overtime List

On Wednesday of each week, an overtime list, by department, will be made available to the Union Steward for his/her district.

(40) Overtime Equalization - Zero Out Hours

Following ratification of this Agreement, the Company will zero out overtime hours in all departments excluding

skilled trades. This will occur on the first production day following the Christmas Holiday period. (n16)

PAY PRACTICES

(41) Pay Statement Availability

When Friday is a designated plant holiday, employees working afternoons will be issued their pay statements on their Wednesday shift, except in the event of an emergency or problems associated with Payroll.

(42) Correction of Errors

It is agreed that it is a supervisory responsibility to initiate action to correct any mistakes in the calculation of pay or the deductions made by the Company on pay cheques when they occur. Windsor Assembly Plant Supervision will continue to be instructed where required on this matter, with the expectation that such problems will be expeditiously resolved.

(43) Pay Statements

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 Wednesday morning of the following week. In the event present payroll procedures are changed, Management shall retain the pay statements of such employees until Monday noon of the following week.

PROTECTIVE CLOTHING

(44) Foul Weather Gear

The Company agreed to provide active full-time employees, who are posted to a job requiring them to work in winter or severe inclement weather, with a voucher for a Company-approved parka from Company-approved sources, not more often than once during the course of this agreement. This will include various styles, as outlined in the PPE catalogue, to suit employee needs. An employee who elects to purchase a parka in accordance with this understanding shall wear this parka while working in winter or severe inclement weather.

Further, those employees whose duties normally and regularly include the performance of outside operations or exposure to the elements are expected to dress in accordance with the environmental conditions.

Management agrees to make available foul weather gear to employees who are required to perform their duties in winter or inclement weather, when the performance of such duties constitutes an irregular assignment having regard to their normally assigned duties.

A bank of twenty (20) foul weather gear and twenty-five (25) insulated coveralls will be maintained in the crib for trades at all times. Foul weather gear will be supplied on request to the Maintenance Department.

The Company further agrees to make available up to a maximum of ten (10) additional company approved parka authorizations, as approved by the Labour Supervisor for the Plant Chairperson. (c16, c20)

(45) Protective Clothing

During the course of these negotiations, the subject of protective clothing was discussed. It is Management's intention to maintain gloves, (both men's and women's

sizes) shop coats and coveralls in good condition and in sufficient quantities.

Management intends to provide the following:

Coveralls:

Grinding Booth - provided daily

Latex Gloves:

Dept. 9310 - Body Cleaning Dept. 9330 - Sealer Deck Dept. 9350 - Glass Area (c20)

(46) Protective Clothing Other than Safety Shoes

During the course of these negotiations, Management advised that the issuance and frequency of distribution of protective clothing was dependent upon a number of factors, such as the potential for exposure to toxic or harmful substances, the chance of physical injury from other sources, the type of protective clothing and safety equipment available and the recommendations Management and the Plant Union Representatives. Further, it is agreed that employees (including Skilled Trades) may elect to wear a shop coat as opposed to coveralls, as long as the shop coat does not create a safety hazard or quality concern. Shop coats are exempt from the Paint Department due to quality reasons. Management does not intend to indiscriminately and capriciously withdraw protective clothing which had been issued in accordance with the above outlined criteria.

(47) Safety Shoes

The parties agree, in some cases, an additional pair of safety shoes may be required due to abnormal wear and tear.

The Company will honour up to a maximum of fifty (50) additional safety shoe authorizations for skilled trades, up to the Nationally agreed upon amount, as approved by the

WINDSOR PROTECTIVE CLOTHING

Area Manager of Maintenance, in conjunction with the Skilled Trades Committee person.

The Company further agrees to make available up to a maximum of one hundred (100) insoles and up to one hundred and fifty (150) additional safety shoe authorizations, up to the nationally agreed upon amount, as approved by the Area Manager and Plant Chairperson, in conjunction with the Personnel Supervisor. (c20)

RELIEF

(48) Preparation Time - Racal Mask Equipment

All employees who have posted on jobs that require the wearing of a Racal mask will be provided six (6) minutes preparation time at the start of the shift. The method of provision of preparation time will be at the discretion of Management.

The preparation time is granted with the mutual understanding that the operator must wear the Racal Mask daily to qualify for preparation time or in the event the plant is able to effect improvements in the conditions, such preparation time will be reviewed and adjusted accordingly.

(50) Relief Structures

During the course of negotiations, Management advised the Union of its intention to maintain, wherever practicable, identical relief structures on each shift. The parties recognized that this could not be maintained under all circumstances, due to workforce differences between shifts.

(51) Utilization of Relief Operators with Full Complement of Employees

In making work assignments to relief operators, Management will endeavour to assure that the time of each relief operator is fully utilized in providing relief. It is understood that this is not always practicable. This fact, coupled with the thirty minute period at the start of each half shift during which the relief operator is not providing relief, results in the employee having some time available for assignment to other work. Management will not utilize this available time by making any regular or recurring work assignment. Rather, the relief operator will be assigned varying tasks such as filling in for absentees, assisting the supervisor and other miscellaneous duties which, from time to time, become available.

REPRESENTATION (52) Advisory Afternoon and Midnight Shift

Coordinator

The Union may appoint, and the Company shall recognize, Advisory Coordinator for the afternoon and midnight shifts at the Windsor Assembly Plant.

Further, the Advisory Coordinators will have the same rights as the Plant Chairperson for the purposes of layoff, recall and overtime on the afternoon and midnight shifts respectively.

Should the population of the afternoon shift or the midnight shift fall below 250, the Advisory Coordinator on the affected shift will be removed from the Appendix and will cease to function until the shift population again reaches 250.

(53) Alternate Representatives - Mass Leaves

During the course of these negotiations, the parties discussed the question of alternate representatives, in the event the regular representatives were on an approved Union leave of absence for a period of four (4) hours or more. The Plant agreed, in the event a division was left without representation as a result of such approved leaves, the Plant would honour one (1) alternate representative in such division, up to a maximum number of eight (8) alternate representatives per shift.

(54) Line Seals

Numbered seals will be provided for existing line speed control locks. Management will notify the Union Time Study Representative and Union Steward when an existing seal is broken or changed. The Union Time Study Person shall receive an up-to-date list of all line seal locations.

(55) Union Representation

There will be two Employees' Counsellors appointed by the Union and assigned to Windsor Assembly Plant. One will function as a Union Representative and the other as a Placement Representative.

(56) Union Time Study

If the Local Union Time Study Person goes into a department other than the one in which the representative works, to perform duties as set out in the provisions of the Agreement, the Time Study Person will advise the supervisor in that department of the representative's presence and the number and nature of the complaints the representative wishes to investigate.

After investigating them, the Union Time Study Person shall advise the supervisor that the representative is leaving the department.

SCHEDULES

(57) Schedule Change

Workforce requirements fluctuate periodically in response to schedule changes dictated by seasonal and customer demands. When fluctuations occur and are not accompanied by a change in the number of units scheduled per shift, such manpower increases shall be subject to the job posting provisions of the Agreement.

(58) Schedule Violator

During the course of these negotiations, the Union raised the issue of operations affected by variations in the schedule mix.

In cases where problems arise, the Union Representative may advance the concern to the Centre Office agenda for review, if a satisfactory resolution has not been reached by the respective Area Manager.

SENIORITY AND SWEEPING

(59) Absentee Training

In order to facilitate the granting of employee requests for P.A.A. and A.P., and minimize problems and workforce dislocation, the Plant agrees to train absentee persons to the extent possible on jobs in the department.

All absentee persons will have choice of jobs by seniority whenever possible, provided, however, that such choices do not affect the efficient utilization of the workforce.

(60) Seniority Lists

Management will continue the present practice of posting seniority lists in conspicuous locations in the department.

(61) Sweeping

During the course of these negotiations, the parties discussed the subject of sweeping as it pertains to good housekeeping. The parties agree that an employee may utilize a broom on a voluntary basis.

SKILLED TRADES

(62) Battery Repairs

During the course of these negotiations, the parties discussed the issue of lead-acid battery repairs. The Plant advised that the present procedure with respect to the repair of such batteries provided for sound financial and maintenance practices; however, Windsor Assembly Plant employees would be authorized to repair and replace cables and external items on lead-acid batteries.

(63) Enclosed Bulletin Boards - Skilled Trades

A glass enclosed bulletin board for Company and Union postings, including seniority and overtime lists, will be located in each of the following areas:

- Base Maintenance for Industrial Mechanic, Electrical, Pipefitter and Tinsmith trades
- Tool Room area for Industrial Mechanic and Toolmaker trades
- Carpenter & Painters area (2nd floor)
- Paint Dept. Skilled Trades areas
- B.I.W. Skilled Trades areas

(64) Epoxy Painting

The Company agrees Epoxy painting pertaining to patch repair and minor painting upgrades will be performed by WAP painters.

(65) Trades – Daily Absentee Commitment

The Company agrees to provide Skilled Trades Departments with an absentee commitment as outlined:

Electricians:

B.I.W. = 2 on midnights, 3 on day shift and 3 on afternoons.

PAINT = 1 per shift BASE = 2 per shift

Pipefitters:

Midnights = 2 per shift Days = 3 per shift Afternoons = 3 per shift

Industrial Mechanics:

Midnights = 2 per shift Days = 4 per shift Afternoons = 4 per shift

No more than two (2) Pipefitters and two (2) Industrial Mechanics will be allowed to be absent with permission in any one center.

The Union shall continue to meet with Management on a regular basis, to discuss alternatives as to how the reassignment of the existing workforce shall satisfy the daily shift commitment.

The parties agree any opportunities for improvement associated with the commitment book, including the impact of skilled trade population level within each trade group, will be tabled and discussed in the weekly skilled trade manpower meeting. (c12) (c20)

(66) Jitney Lockout

During the course of these negotiations, the Union expressed concern regarding the safe operation of a powered industrial vehicle.

The Company is committed to follow the operator handbook, "Powered Industrial Vehicles", which includes the following:

Before operating any electric lift truck, employees are responsible for conducting a vehicle inspection, using the checklist procedure. Negative conditions are to be reported to their immediate supervisor for evaluation of the condition, prior to operation. In the event of a major safety defect (brakes, steering and major leaks), the vehicle shall be taken to the Jitney Repair area where a danger tag shall be affixed to the defective vehicle. Such vehicles

shall be disabled and not driven until the major safety defect has been corrected.

It is understood that this provision will continue to have application in the event that the plant's current fleet of electric jitneys is replaced.

Both parties mutually agree that compliance with the above will make the plant a safer place for all concerned.

(67)Tools- Skilled Trades

All or any stolen, lost, broken, or worn out personal tools belonging to a skilled trades person, who has registered same with security, will be replaced with a brand name equivalent within thirty (30) days of plant security investigation. (c12)

(68) Trades - Equipment/Outside Contracting

Management advised the Union that it has no plans to change its policy regarding outside contracting, and expects to continue to place primary reliance on its own Skilled Trades employees to perform maintenance work, to the extent consistent with sound business practice.

The Company will continue to take into consideration any concern highlighted by the Union, when determining whether a particular contract should be let out or not. Such concerns will be received in the course of "advance discussions", so that the Company may give appropriate weight to those concerns in light of all attendant circumstances.

Included in these discussions will be issues such as the names of the contractors, number of trades involved, scope of work, as well as a breakdown of each trade.

It is Management's intent to discuss with the Skilled Trades Committee new equipment or facilities brought into the plant along with their warranty provisions.

(69) Trades – Outside Contract

In the event that an outside company is utilized to maintain or repair Windsor Assembly Plant property lighting, the Plant agrees to augment with direct support to the company specified.

(70) Trades - Overtime Canvass Sheets

The Company agrees to provide copies of the overtime canvass sheets to the Union, on a daily basis or as the need arises, for overtime across the Trades Departments.

(71) Trades – Posting

During these negotiations, the Union requested that all trades in plant posting remain for 7 days. The Company agreed to this in plant posting practice for the trade groups.

(72) Trades – Rotation

During During the course of these negotiations, the parties discussed the subject of proper rotation of Trades employees. The parties acknowledged that the primary purpose of rotation was to enable the Trades to become versatile in handling a broader range of work assignments across the trade.

It is agreed that:

- a) With respect to overtime transfer and daily transfer, the junior employees will be utilized, provided, however they are able to satisfactorily perform;
- b) Employees in the areas will be rotated on a progressive basis within the areas to become familiar with the jobs in their classification.
- c) The Company will, wherever possible, endeavour to maintain the employees on their monthly shift rotations.
- The Company will allow a minimum two (2) Electricians to move divisions yearly. The Company will

move Electricians from a canvass list provided by the Union.

It is further understood that any concerns which may arise from this procedure shall be discussed by the appropriate members of the Union and Management, towards a mutually satisfactory resolution of outstanding matters. (c20)

(73) Trades – Tooling Inventory

During the course of negotiations, the Union expressed the opinion that some items of specialized tooling used by the Company in its manufacturing processes could be produced at significantly lower cost in-house while, at the same time, providing employment opportunities for Company employees.

To this end, it is agreed that a Skilled Trades Representative will inventory specialized tools stocked in the crib and will meet with Management to report cases wherein analysis indicates significant savings would be achieved by producing such specialized tools in-house.

T.P.T's AND TEMPORARY EMPLOYEES (74) Temporary Part-Time Employee Program Agreement and Administration

- T.P.T. employees shall normally be scheduled to work on Mondays and Fridays, in addition to premium days. Any exception must have the prior approval of the Plant Manager, or the Production Manager in his/her absence, Plant Chairperson and/or Shift Advisory Coordinator and the Human Resources Department.
- 2. The specified approved number of T.P.T. employees are to be regularly scheduled on the aforementioned days, as opposed to being utilized on a call-in basis. Exceptions require approval as above.
- On those days the T.P.T. employees are scheduled to work, they may be scheduled any part of the hours scheduled for the department to which they are assigned, provided they shall be offered a minimum of four (4) hours employment.
- 4. 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 shall not be utilized to defeat regular work assignments; i.e., to bank jobs in order to avoid working regular employees during overtime or layoff periods.
- T.P.T. employees shall not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will their performance be considered either in establishing a

production standard or in a dispute over a production standard.

- T.P.T. employees will not be used to replace regular employees who have been disciplined and are serving such penalty.
- 8. T.P.T. employees may be assigned to any department within the division and on any operation they are qualified to perform. They will not be temporarily transferred out of their assigned division without the prior approval of the Shift Area Manager, Plant Chairperson and/or Shift Advisory Coordinator and the Personnel Department. They may be transferred from one division to another on a permanent basis. The Employment Department will make the necessary arrangements, as required.
- 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.)
- 10. T.P.T. employees are subject to Union membership and, as such, must tender dues in accordance with an agreement between the Company and the Union. They are entitled to Union representation, including the grievance procedure, in cases of alleged violation of the provisions in the Supplement covering part-time help, or in case of discharge or discipline for alleged discrimination.
- 11. As soon as reasonably practicable after the beginning of a shift, and upon request, the Union Representative will be told the names of the T.P.T. employees working on that shift, by the Planner.

- 12. A T.P.T. employee shall not displace a seniority employee without the employee's consent. Similarly, an absentee person or relief operator, once placed on a specific operation, shall not be displaced by a T.P.T. employee without the employee's consent.
- 13. Plant management will endeavour to evenly distribute available hours to plant temporary part-time employees, provided they have been trained as required by management, and provided they are able to satisfactorily perform the work to be done. Newly hired T.P.T employees will assume average T.P.T hours of the department to which they are assigned. The Plant Chairperson may review the records with respect to this matter with the Personnel Manager.
- 14. The Hourly Employment Department will conduct a review on an on-going basis to ensure program eligibility requirements are met.
- 15. Management shall ensure that all T.P.T.'s are instructed on the proper call-in practice. (c20)

(75) Temporary Employees – Discussion

Plant Management, upon request by the Union, will meet with the appropriate representatives or the Plant Committee to discuss the temporary workforce within the division or plant respectively. During such meetings, the number of temporary employees working in the division or plant respectively, their work assignments and the expected duration of same will be discussed.

TRANSFERS AND JOB OPENINGS

(76) Employees on Loan

Whenever circumstances allow, an employee on loan to another department will be provided adequate time to return to his/her base department prior to lunch and the end of the shift.

(77) Notification of 807s and General Assembly Plant Postings

In the course of these negotiations, the Management at the Windsor Assembly Plant advised the Union of its intention to continue past practices of notifying the Plant Chairperson of the successful applicants of 807s and General Assembly Plant Postings.

(79) General Assembly Plant Postings / 807

It is agreed that employees who have applied for more than one GAPP or 807 will be given a choice of available openings. The Plant Chairperson will submit the names of the successful applicants to Hourly Employment.

The successful applicant on a GAPP or 807 will, except in unusual circumstances, be transferred to the employee's new job within two (2) weeks of the date on which the employee was determined by the Employment Department to be the successful applicant. Except in unusual circumstances, employees who are successful applicants on departmental postings will be moved as expeditiously as possible.

The successful applicants for GAPP and 807 Transfers to Other Departments will be posted when finalized on the posting boards throughout the plant.

(80) Temporary Employees - Preferred Areas

During the current negotiations, the Union expressed concern over low-seniority, temporary employees being retained in preferred areas; namely, Material Handling,

Inspection/Rework, Vehicle Completion Centre, Pre-Delivery, Receiving Inspection, Clerks, Body-In-White and Paint. Management advised the Union that it would honour up to a maximum of five (5) special 807 transfers per month during the life of the Agreement, upon receipt by the Human Resources Manager, of a written request from the Plant Chairperson to do so, in cases where a low-seniority, temporary employee has remained in the above areas for sixty (60) days or more.

The parties further agreed that those employees who elect a special 807 transfer will not have rights to the preferred areas upon transfer and that such employees would displace the junior employee in their original department, upon completion of their stay in the preferred area.

Any posted employee that is displaced by a reduction in any preferred department, who no longer has bidding rights, will stay in the department as a special 807 if they choose to do so, so long as their seniority dictates. If the department reduces the number of special 807's, it will do so by the lowest seniority employee

Once each year, all Special 807 applications on file shall be cancelled. A plant notice will be issued on this occasion to inform employees of the cancellation procedure.

Further, the Plant Chairperson may initiate an appeal to waive the sixty (60) day limit, in writing, through the Human Resources Supervisor, in those cases where there may be unusual circumstances and due consideration given to the respective division efficiency of the workforce. (c16, c20)

(81) Workforce Figures

Management agrees to provide, prior to the vacation weeks, approximate workforce figures required to work

WINDSOR TRANSFERS AND JOB OPENINGS

such periods. At that time, discussions will be held regarding the use of Production employees in certain Skilled Trades classifications. The Plant agreed to follow its past practices with respect to the utilization of employees to work with trades persons.

(82) Return to Work from Termination

Management agrees to provide, prior to the vacation weeks, approximate workforce figures required to work such periods. At that time, discussions will be held regarding the use of Production employees in certain Skilled Trades classifications. The Plant agreed to follow its past practices with respect to the utilization of employees to work with trades persons. (n20)

TRANSPORTATION & CANADIAN SERVICES (83) FCAT- Dock Congestion

During the course of these negotiations, the parties discussed the issue of congestion at the Windsor Assembly Plant receiving docks. The parties agreed that the congestion situation highlighted in 1987 improved by having trailers dropped in the yard and switched to the docks. It is the Company's intention to continue this practice, with exceptions, such as special married units allowed access to the docks only after discussions are held with the Local Union Committee.

(88) License Renewal –FCAT

During these negotiations, the Company agreed to reimburse FCAT drivers for their license renewal once every 3 years.

(89) Lunch Periods

Drivers may take their lunch period during their fourth or fifth hours of work, as long as such time does not exceed fifteen (15) minutes. The lunch period is defined as the time elapsed during which the equipment is idle for the purpose of the drivers obtaining and eating food. Such time shall be taken when it least interferes with the performance of their job.

The time of such stops shall be recorded, in terms of hours and minutes, on the driver's Trip Sheet, showing the time such period begins and ends. The first entry shall be made at the time a driver begins a lunch period, and the second entry shall be made when the driver completes the lunch period.

The driver who obtains food from a restaurant or who brings a lunch and eats at the plant will record the applicable lunch time as the time spent in such activity at the plant, after notifying the Supervisor.

The Dispatcher or Supervisor shall be notified, when the driver checks out of the last plant, that the driver is going to take a lunch period in a restaurant during that particular trip.

When driving between the Ambassador Bridge or the Detroit-Windsor Tunnel and the Company's Windsor area plants, truck drivers may stop for lunch at any location along their specified routes, provided city parking by-laws are not violated.

These arrangements governing lunch periods shall not be applicable to Switchers.

(90) Medical Coverage – FCAT Drivers and Service Garage

The ambulance charge for moving a Transportation employee or a Service Garage mechanic to a hospital in Michigan, and from a hospital in Michigan to a Windsor hospital, the latter of which has been ordered by the employee's physician, will be treated as if such hospital confinement had occurred in a Windsor hospital, provided that such confinement in a hospital in Michigan occurred in the course of the employee's normal employment while working in Michigan.

Reimbursement by the Company would be subject to initial submission of the bill to O.H.I.P. for payment. In the event O.H.I.P. rejects payment, the Company would reimburse the ambulance charge less the equivalent of the O.H.I.P. payment.

(91) Medical Examination

The Plant advised the Union that medical examinations for a Class "AZ" driver's license, required by the Ministry of Transportation and Communications for FCAT truck drivers and mechanics, would be scheduled during regular

working hours and be conducted by the Medical Department.

(92) FCAT- Drug Test

The Company agrees that potential employees of FCAT (Department 8852) will not be required to undergo base line drug testing until the employee has successfully passed the road test.

(93) Service Garage – Paint Room

The Company agreed to continue its current practice with respect to repairs on its own transportation fleet and minor repairs to pre-service fleet contract vehicles.

(94) Vehicle Air Conditioning

Management agrees to continue the practice of working on vehicle air conditioning in house at the Service Garage.

(95) Trailers - Cleaning

Management shall continue its practice of cleaning trailers on a progressive basis throughout the year. Priority shall be given to the cleaning of trailers where the safety of the employees becomes a factor.

(96) Trailers - Repair

Management shall comply with the Ministry of Transport regulations for P.M. on trailers. Trailers in need of repair where safety implications are involved will be given priority.

(97) FCAT- Miscellaneous

Cancelled Drivers (Daily)

Drivers whose runs are cancelled will be placed in the daily miscellaneous pool at their start time and will carry their seniority.

Daily Replacement Guidelines

Drivers who are absent for less than a period of 1 week (Example: Commitment Book, Call In, Bereavement, etc.)

miscellaneous driver will be assigned work based on the start time or closest to the start time (4 hours either way regardless of shift). For highway(OTR) lanes this will be based on low overtime hours and then by seniority. For City lanes, it will be by seniority only.

Weekly Replacement Guidelines

Temporary job vacancies will be posted on the weekly canvass board and miscellaneous drivers may post on them if interested on their own shift only by Noon on Wednesday. Jobs will be awarded by seniority. If a temporary job vacancy becomes available after 12pm on Wednesday, the job will be a one shot canvass by seniority from the miscellaneous drivers on shift. The resulting open job will be offered to the open Miscellaneous Driver on shift by seniority. Any changes before 5:00pm before last business day of the week will be adjusted by Seniority. If a job becomes available on Monday for the entire week, then the remaining miscellaneous drivers on shift, not covering a job, will be canvassed. Any driver(s) forced to another shift will carry their seniority to the other shift. Any driver(s) that volunteer to go to another shift will not carry their seniority.

Lane Modifications and Rebalancing

- If the start time of a lane changes by 30 minutes or less, then all affected drivers will adopt the start time change.
- If the start time of a lane changes by 31 minutes or more, then all drivers in that group will be canvassed for the new start times.
- 3. One leg of any run is considered a group.
- 4. BUMP PROCESS
 - If 51% or more of all start times change in the group, then all drivers will be canvassed by seniority for a new start times and the remaining

- employees will drop out of that group.
- 2. If 50% or less of the start times change, then driver(s) on the affected lane(s) will have the choice to bump the junior driver(s) equal to the number of lane(s) lost.
- The remaining driver(s) bumped from the group will have choice to bump the junior driver(s) in their class or take an open Job.If there are no open jobs, the driver can bump the junior posted driver in the department or remain at their start time in the miscellaneous pool on a daily basis. (n16)

UNION-MANAGEMENT

(98) Access to Employee's Files

The Union indicated that some Union Representatives had been unable to obtain access to employees' files without first experiencing problems.

The Plant reiterated its position that Union Representatives will be granted access to, and copies of, employees' files, after notifying the Area Manager or the designate and receiving permission.

It was agreed that problems experienced by the Union in obtaining reasonable access to employees' files, or Management concerns about the use of such files, could be referred to the Human Resources Staff for appropriate resolution.

(99) Ergonomic Checklist

The Company agrees to comply with issuing ergonomic checklists in accordance with Letter (15.12) Ergonomics under the Memorandum of Understanding Health and Safety in the P & M Agreement.

Upon request, should an explanation of an assessment be required, the ergonomist will provide same to the operator(s), union and management representative(s).

(100) Training Room

During negotiations, the parties recognized the need for providing training for employees. The Plant has provided a training facility for this purpose and will endeavour to utilize this facility for ongoing training needs of all departments.

Further, the Skilled Trades Training Committee, established by the Company and Union, will meet regularly to determine the feasibility of providing technical training in the Training Centre.

MISCELLANEOUS

(102) Cafeterias

The Company shall provide for full hostess service whenever the entire plant workforce exceeds two hundred and fifty (250) employees per shift during down time and weekend overtime. In addition, the Company agrees to institute partial hostess service for a minimum of two hundred and five (205) employees per shift.

The Company will post notification twenty-four (24) hours in advance when cafeterias will not be opened. (c12)

(103) Damaged Clothing

During the course of these negotiations, the parties discussed the criteria for resolving damaged clothing claims. Management advised that dependent upon the type of damage incurred, replacement, payment or cleaning of clothing damaged as a result of equipment failure, or damaged where an employee is called upon or volunteers assistance to aid in a disaster or emergency situation, would be made.

(104) Heat – Stress Readings

The Company agrees to establish a log in the Assembly Centre Office for purposes of reporting to all areas. This will also be made available to the Union. The Company agrees to provide the union with a copy of the Calibration results for each WBGT machine. (c12)

(105) Departmental Clerk Testing

The senior employee posting to the Clerk Department will enter the department on a temporary basis. The prospective employee will have five (5) working days of training. At the conclusion of the 5th day, the prospective employee must complete the clerk testing process and successfully achieve a score greater than 70%.

If the prospective employee fails to successfully achieve a score greater than 70%, the employee will be removed from the Clerk Department and will be assigned to any open job in their base department. If there are no open jobs in the base department, the employee will be assigned to any open job in the department in which the most junior employee in the plant is posted. If there are no open jobs in the department where the most junior employee is posted, the employee will displace the most junior posted employee in the plant. (n20)

(106) Tools - Other Than Skilled Trades

The Company shall continue its past practice regarding the replacement of lost, stolen, worn or broken tools.

LETTERS

(2) Washroom Cleaning Cycle - AWS Production

During these negotiations, the Company agreed that all plant washrooms will be cleaned twice daily and stocked each shift during AWS production.

Further the Company agrees to place a designated Janitor in Base on midnight's to address washroom issues that become a concern during the shift.

Washroom maintenance during 2 shift production will be as outlined in Section 26 (Housekeeping) of this Plant Memorandum of Understanding.

(3) Cleaning Cycle – Break Area

The company agrees to clean the following areas on a monthly basis or sooner should conditions warrant:

- •From 76 G to 80 G,
- •From 103 B & C to 105 B & C on the second floor,
- •From 113 B & C to 115 B & C on the second floor. (c20)

(5) Adjustable Auto-Darkening Speed Lens

During the course of these negotiations, the Union expressed a desire that the Company provide autodarkening lenses for B.I.W. and Skilled Trades welders.

The Company agrees to continue its current practice of providing auto-darkening lenses through Tool Crib purchase.

(6) Tools and Equipment - Skilled Trades

The Company agrees to provide the necessary tools and equipment mutually agreed upon by Trades Management and the Skilled Trades Committee, to the Skilled Trades division during the life of the Agreement.

(7) Motorcycle Parking Areas

The Company agrees to maintain parking for motorcycles at the following gates:

Main Gate, South Gate, Ypres Gate, Grand Marais Road Building Gate, tool stores and Walker Road Paint Shop entrance (C12)

(8) Headliners

The Company will continue to monitor the availability of improved processes for this operation. (C12)

(9) Union Office

During the 2002 negotiations, the Company agreed to facility and equipment upgrades for the Union Office.

(10) Skilled Trades Breaks – Single Staffed Areas
During the course of these negotiations, the parties
discussed methods of resolving breaks for Skilled Trades.

To help alleviate this problem, it is Management's intent to identify the single staffed areas and schedule breaks at regular intervals and duration in these areas.

Further, it was also recognized that the interval if these breaks might fluctuate in breakdown circumstances.

(12) Microwave Ovens

The Company agrees to provide microwave ovens in the following locations:

- Cafeteria #1, #2 & #3;
- BIW South Dock area;
- West Dock area;
- In each Paint Canteen;
- Satellite Canteens (c12)

(13) Ventilation

Ventilation will be a main consideration with the installation of new equipment and Management will continue meaningful discussion with the Union to resolve all areas of concern.

Management will continue to maintain a regular preventative maintenance program on plant ventilation systems.

(14) Smoking Areas

The company and union agree to discuss outside smoking areas as required or if smoking by-laws change. (c20)

(15) Divisional Maintenance Best Practices

During the course of these negotiations the parties had extensive discussions with regards to best practice sharing and our skilled trades workforce. In particular the parties discussed the mutual benefits of migrating to an overtime structure that best utilizes our resources. It is our intent to have on-going dialogue during the fourth quarter of 2012 to address the primary concerns raised during negotiations which include but are not limited to seniority re-alignment, overtime equalization and the training required to initiate the initial canvass. Once mechanisms are mutually established to mitigate these concerns the parties will develop a timeline for implementation. (n12)

(16) 4 Hours Relief

During these negotiations the parties discussed overtime situations (augmentation) that result in an operator working a four hour period that does not include a scheduled plant break. It was agreed that a relief period not to exceed nine (9) minutes would be granted prior to the fourth hour. (n12)

(17) Departmental Seniority Re: Alignment Adjustment

The parties agree to re-align seniority on a departmental basis in line with key milestones associated with the migration of Workplace Organization (WO). The realignment period(s) are intended to ensure that seniority is aligned in such a way that impacted employees are not disadvantaged as job elements are moved and their jobs have been changed. The re-alignment period(s) shall coincide with the completion of Step three (3) and the completion of step five (5) the point(s) at which the majority of job movement, NVAA reduction and rebalancing takes place.

Should events arise outside of these areas that have an adverse effect on seniority alignment the parties will agree to discuss alternatives to ensure seniority balancing. (n12)

(18) TPT Application

All employees will be eligible for one TPT application per child turning age18 in the calendar year. Applications will be available only at the Hourly Employment department. Following a discussion with the Plant Chair, the Human Resources Manager can terminate this agreement by providing thirty (30) days written notice to the Union. (n12, c16)

(20) Combining/Transferring Operations – 51% When operations being performed by employees covered in this agreement are transferred or combined from one department to another, or within a department and the resulting time of the combined elements of the operations is equal to or greater than 51% of the employees' former operation(s), the employee will remain with the operation within a department or may elect to be transferred to the receiving department, seniority prevailing. If no employee retains 51%, the job will be posted. (n16)

WINDSOR ASSEMBLY PLANT 2199 CHRYSLER CENTRE, P. O. BOX 1621 WINDSOR, ONTARIO N9A 4H6

Frequently Called Numbers

COMPANY:		
Absentee Reporting	toll free	1-866-515-5541
Emergency Calls		(519) 973-2054
Bereavement		(519) 973-2024
Hourly		•
Employment		(519) 973-2024
Medical Centre		
(G.M.R.B.)		(519) 973-2001
New Vehicle Purchase		1-866-785-8783
S & A or Work Injury Ca		
	toll free	1-800-265-5862
	Local	(519) 973-2887
S.U.B.		(519) 973-2032
UNION:		
Unifor Local 444 Office		(510) 250 6400
Plant Chairperson- Anthony Greco		(519) 258-6400 (519) 973-2846
Afternoon Shift Co-ordinator		(319) 973-2040
-Thomas Gaudett		(519) 973-2846
Midnight Shift Co-ordina		(010) 010 2010
- Michael McGowan		(519) 973-2846
Skilled Trades Chairperson		
- Paul Renaud		(519) 973-4731
Committeeperson		,
- Frank Mosey		(519) 973-3542
District 1 - Final- Car, F	CAT, Pre-Delive	ery,
Inspection, Production	Clerks	
Committeeperson		
- Dwain Graham		(519) 973-3508
District 2 - Trim, North I		
Tool Stores Committee	person	

(519) 973-3516

- Mike Stevenson

Maintenance Clerks

District 3 - B.I.W., South Paint,

WINDSOR FREQUENTLY CALLED NUMBERS

Committeeperson - James Daehn	(519) 973-3594
District 4 - Chassis, Material Han	` ,
Committeeperson	3
-Kim McMaster	(519) 259-4715
District 5 - Skilled Trades	
Benefits	
Representative	(519) 973 -2845
Employment Equity/	
Women's Advocate	(519) 973-2233
Grievance Representative	(519) 258-6400 ext.435
Health and Safety	
Representatives	(519) 973-2844
Modified Work Coordinator/	
Workplace Safety	
Insurance Representative	(519) 973-4345
Placement Representative	(519) 973-2824
Substance Abuse	
Representative E.A.P.	(519) 258-3481
Time Study Representative	(519) 561-9291
Stewards - Production	(519) 973-2842/2843
Stewards - Skilled Trades	(519) 973-4328/2718
(c16)	