

Agreement

Between

FCA CANADA INC.

and



October 30, 2023

PRODUCTION AND MAINTENANCE

SPECIAL PROVISIONS

LOCAL

WINDSOR

WINDSOR SPECIAL PROVISIONS

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RECOGNITION

Letter 1.1 - Union Access to Plants

During negotiations the parties discussed the question of access to the plants by the respective Plant Chairperson and the full-time Officers of the Local Union. This will confirm our intention to continue our practice of Local Officers contacting a member of the Labour Relations Department who will respond within a reasonable amount of time. If a full-time Officer of the Local Union or a respective Plant Chairperson wishes to enter a plant during an off-shift said Officer or Chairperson will contact the most senior manufacturing person at work and the request will be granted appropriate clearances.

WINDSOR – REPRESENTATION

REPRESENTATION

Letter 2.1 - Number and Function

- (a) Notwithstanding the provisions of the current P&M Agreement, Special Provisions Pertaining to Windsor Area Plants and Windsor Memoranda of Understanding, the Representatives designated in pages 3 and 4 of this Agreement will be recognized and responsible for all activity concerning Representation at the Windsor Assembly Plant.
- (b) Overtime will track the relevant sections and letters as outlined in the noted Agreements, and this understanding shall remain in effect for the lifetime of the contract unless a reduction or addition in shifts occurs at which time the parties recognize the representation scale as stated.

Windsor Assembly Plant Representation

REPRESENTATIVE	NUMBER OF REPRESENTATIVES							
	1993 AGMT.		POST AWS		AWS			
	2 SHIFT		2 SHIFT		3 SHIFT		1 SHIFT	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
Chair & Committeepersons	6		6		6		6	
Stewards	23		21		33		11	
Afternoon Shift Co-ordinator	1		1		1		-	
3rd Shift Co-ordinator	-		-		1		-	
Skilled Trades Chairperson	1		1		1		1	
Benefits	2		1		1		1	
Health & Safety	1		2		3		1	
Health & Safety (TTF)	1		1		1		1	
Grievance Co-ordinator	1		1		1		1	
TimeStudy	1		1		1		1	
Placement	1		1		1		1	
Substance Abuse	1		1		1		1	
WSIB	1		1		1		1	
Employment Equity	1		1		1		1	
Special Skilled Trades		1 A/R		1 A/R				2 A/R
TOTAL	41	1 A/R	39	1 A/R	53	0	27	2 A/R

WINDSOR – REPRESENTATION

Letter 2.2 - Skilled Trades Chairperson Windsor Area Plants

For the plants covered by this addition to P&M Section (2.1) the Union may appoint and the Company shall recognize a Skilled Trades Chairperson who shall be an employee in a skilled trades classification. The Skilled Trades Chairperson shall be assigned to the first shift and subject to the provisions of P&M Subsections (2.2) (a) (2) and (2.2) (a) (3) shall be permitted during working hours without loss of time or pay, to leave regular duties for a reasonable length of time up to a maximum of eight (8) hours per working day to carry out necessary and proper functions in all Windsor Area Plants as the Skilled Trades Chairperson relating to problems of skilled trades employees including attending 2nd step and 3rd step meetings on grievances involving skilled trades matters.

During overtime periods or weekend work, the Skilled Trades Chairperson shall be scheduled to work as long as the Plant Shop Committeeperson who represents the skilled trades employees in the Skilled Trades Chairperson's plant is entitled to be at work pursuant to P&M Section (2.3) (f) and there is work scheduled the Chairperson can do.

The Skilled Trades Chairperson shall remain at work during a layoff period as long as any skilled trades constituents are working in any of the Windsor Area Plants.

Letter 2.3 - Executive Board Members - Assigned to First Shift

Up to twelve Executive Board Members of the Local Union presently working in the plant shall be assigned to the first shift.

WINDSOR – REPRESENTATION

Letter 2.4 - Determination of Employee's Representative

(a) In determining an employee's Union representative under P&M Sections (2.2) (a) (3) and (2.3) (f), an employee when performing work in an employee's own department, which is normally performed therein, shall be represented by the Plant Shop Committeeperson and Steward assigned to the employee's department under Appendix No. 1, and the employee when performing work in another department, normally performed therein, shall be represented by the Plant Shop Committeeperson and Steward assigned to that department in Appendix No. 1.

(b) Plant Shop Committeepersons for each district shall be a regular employee having seniority and working in the district. (c20)

Letter 2.5 - Placement Representative - Windsor Area Plants

During negotiations numerous discussions were held pertaining to the costs of employees off work on disability.

The Company and Union discussed specifically the need for a more well-defined job description for the existing Windsor Area Placement Representative. This Representative will assist the Management Special Placement Coordinator in placing disabled employees on suitable work taking into consideration seniority, medical restrictions and the availability of such suitable work.

In addition the Representative will be responsible for assisting in the coordination of placing disabled employees on departmental postings, as well as providing advice and guidance to employees concerning Workers' Compensation, Disability Benefits and Employment matters. Part of this assistance may require a review of plant operations with the WSIB case workers and Management staff as well as attending meetings with the case worker to represent the employee.

WINDSOR – REPRESENTATION

The discussions also dealt with the rehabilitative aspect of disabilities and as such the Representative would participate in early intervention meetings with the employee, the Worker's Safety Insurance Board and FCA Medical representatives to recommend the appropriate long term rehabilitation measures.

Computer tracking and minor administrative duties may be required to maintain current data on disabled employees.

The Representative will be based in Windsor Assembly Plant.

Any concerns which may arise pertaining to this program will be raised with the Senior Manager, Human Resources and the Local Union President. (c99) (c08)

Letter 2.6 - Unifor Safety Representation for Windsor Area Transportation and Technical Facilities

Major facility changes at the Windsor Assembly Plant have led to discussions between FCA Canada Inc. and the Unifor concerning the jurisdiction for the plant's Joint Health and Safety Committee as authorized in the P&M Agreement.

This committee will be separate and distinct from the JHSC of the Windsor Assembly Plant and will service employees represented by Unifor Local 444 located at the following facilities:

1. The Automotive Research and Development Centre (ARDC) located on Rhodes Drive;
2. The Vehicle Completion Centre (VCC) located on Walker Road;
3. The Fiat Chrysler Automobiles Transport LLC Windsor Terminal located on Walker Road;

For the purposes of this agreement, the facilities referred to herein will be collectively referred to as the Transportation and Technical Facilities (TTF); the Committee will be referred to as the JHSC – TTF.

WINDSOR – REPRESENTATION

The parties recognize the subject facilities are not organizationally tied to the Windsor Assembly Plant. Consequently, the management organization of the Windsor Assembly Plant carries no responsibility under the Occupational Health and Safety Act or the P&M Agreement for issues arising at these facilities. Rather, safety issues arising at these locations will be the responsibility of the management employees within each respective organization.

The parties also recognize that employees at these facilities are members of the Windsor Assembly Plant seniority group. This letter agreement in no way alters the rights and privileges conferred by the P&M Agreement. This agreement singularly authorizes the establishment of a Local Joint Health and Safety Committee to service the TTF. This change is deemed to be in the best interests of all concerned.

The Committee will consist of two (2) certified representatives appointed by management and two (2) certified representatives appointed by the President of Unifor Local 444. The Committee's structure is outlined below:

Management Representatives Union Representatives

- | | |
|-------------------|--------------------------|
| (1) Co-Chair | (1) Co-Chair (full-time) |
| (1) Second Member | (1) Second Member |

The full-time Union Safety Representative will function subject to the responsibilities described hereafter and the second member of the committee will be the alternate Health and Safety Representative.

WINDSOR – REPRESENTATION

The duties and responsibilities of the union Full-time Health & Safety Representative will include but are not limited to the following:

- Co-chair of the TTF Joint Health & Safety Committee
- Record and issue JHSC meeting minutes
- Conduct systematic weekly safety inspections at each facility
- Issue inspection reports, status and follow-up reports
- Co-ordinate MSDS (Hazardous Communication Sheet) acquisition and distribution
- Co-ordinate implementation of all FCA Canada Inc. Health and Safety Programs and Procedures
- Co-ordinate Industrial Hygiene and Ergonomic activities
- Supplement the TTF Trainer and training activities

It is understood that the provisions of Letter (15.1) Memorandum of Understanding Health and Safety of the P&M Agreement will apply to this Committee.

WINDSOR – GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

Letter 3.1 - Use of Rule 9 - Employee Handbook

Rule 9 will not be used to circumvent the provisions of P&M Letter (4.2), in connection with employee assignments at the Company's Windsor Assembly Plant.

WORK STANDARDS

Letter 4.1 - Implementation of 10-Minute Rest Period

Effective with the 1994 model and successive models during the term of this Agreement, the 10-minute rest period before and after lunch will be put into effect the beginning of the 15th work day after the day in which job No. 1 comes off the end of the chassis line. In the event the targeted line speed is not obtained by the 15th work day because of material shortages, engineering problems, and mechanical breakdowns, or any other unforeseen circumstances, the Company and Union will meet to decide when the 10-minute rest period will start.

Employees who work on moving assembly lines and on other operations that are directly related to and controlled by such assembly lines and other employees for whom the Company provides relief operators shall receive one 10-minute rest period before lunch and another 10-minute rest period after lunch. The rest period before lunch shall be after the first two hours of the shift and the rest period after lunch shall be after the first two hours following the lunch period.

Employees shall adhere strictly to said time limits. Continuation of said rest periods shall be conditional on strict adherence to said limits and to all other terms of this letter-agreement.

Employees shall produce as much with the above-mentioned rest periods as they would without the rest periods and in establishing work standards pursuant to P&M Section (4.1) (Work Standards) of the Agreement between the parties hereto or in determining the fairness of said standards, the parties and the Special Arbitrator shall treat such rest periods as time worked (i.e. the Company may require employees to work at 104.16 per cent of standard before and after such rest periods and increase the line speeds accordingly).

WINDSOR – WORK STANDARDS

Thus it is agreed that the production lost by reason of the rest periods shall be made up.

This letter-agreement shall run concurrently with the Agreement between the parties.

Letter 4.2 - Period When 10-Minute Rest Period Not Provided

Notwithstanding the provisions of Section (4.1) of the Production and Maintenance Agreement, between the parties hereto regarding the two hours during the shift that relief is not provided, it is understood and agreed that when the Company provides two 10-minute rest periods the two hours referred to in P&M Section (4.1) will be reduced to one hour and forty minutes.

Letter 4.3 - Relief Time - Vehicle & Engine Assembly Line Ops.

Notwithstanding the provisions of P&M Section (4.1) (b) (1) and Letters 4.1 and 4.2 appended to the Special Provisions Pertaining to Windsor Area Plants, which specify the amount of and the period during which relief time will be made available, with respect to each employee assigned to vehicle and engine assembly line operations, but excluding employees on operations that are directly related to and controlled by said lines, whose total relief allowance is now less than thirty-six (36) minutes per eight (8) hour shift, the amount of relief time shall be increased to the extent necessary to bring the total amount of relief per eight (8) hour shift for such employees to thirty-six (36) minutes. Such relief time, except in emergencies, shall not be provided during the first thirty (30) minutes of the shift or the first thirty (30) minutes after the lunch period.

The amount of such relief time shall be modified accordingly for a shift other than a regular eight (8) hour shift.

WINDSOR – WORK STANDARDS

The foregoing shall not be deemed to affect the amount or times of nor the means of obtaining the rest periods provided in Letters 4.1 and 4.2 between the Company and the Union.

Letter 4.4 - Relief Time - Robogate Toy Tab Op.

In the course of reaching an understanding regarding relief time on the Robogate Toy Tab Operations, the following agreement has been reached.

- (a) Each employee will be granted an additional ten (10) minute relief period each one-half shift at times to be designated on each shift by management. Such relief is to be provided at the same time as balance of plant per Letter 4.3 of Windsor Area Special Provisions.
- (b) Manpower adjustments will be made by management on such operations as deemed appropriate.
- (c) In consideration of this understanding and agreement, the Union agrees not to seek

Letter 4.5 - Environmental Relief and Wash-Up Allowances

This will confirm our assurance to you that the environmental relief and wash-up allowances now in effect on certain jobs will continue unless and until the nature of the jobs change to the extent that such allowances are no longer necessary, in which case the Union will be informed.

Wash-up time will be eliminated in the Body-in-White department effective with the date of the 2008 P&M Agreement. (c08)

SENIORITY

Letter 5.1 - Seniority Defined

Seniority is by group, classification, department, plant and bargaining unit wide as far as accumulation of seniority is concerned prior to the date of this Agreement, seniority shall be as presently recorded by the Company. Any reference to group in this paragraph shall refer to groups as designated on the seniority list.

Letter 5.2 - Seniority Lists

Windsor area seniority lists shall be compiled each six (6) months and shall be supplied to the Local Union and Chairperson of the Plant Shop Committees.

Letter 5.3 - Job Protection - Employees Absent from the Active Roll Because of Illness

An employee who is removed from the active roll because of illness supported by satisfactory medical evidence will be eligible to return to said employee's own job within a classification, if the job continues to exist and be readily identifiable, provided the employee returns within the model year. Pending such an employee's return (while medical evidence supports the likelihood that the employee will be able to return within the model year) the job left open by such employee's absence may be filled on a temporary basis for the period involved, until the employee returns or medical evidence confirms that the employee will be unable to return, in which case the job shall be considered a permanent opening subject to posting requirements.

Letter 5.4 - Seniority of Union Representatives

Notwithstanding their seniority status:

- (a) Plant Shop Committeepersons and Stewards shall, in the event of a layoff, be retained or returned to work when work is available in their jurisdiction in the plant in which they are employed, provided they are able and willing to do the work being done at the time, and

WINDSOR – SENIORITY

- (b) The President, Vice-Presidents, Financial Secretary-Treasurer, Health and Safety Representatives, Benefit Plans Representatives and Chairpersons of the Plant Shop Committees shall, in the event of a layoff, be retained or returned to work when work is available in the plant in which they are respectively employed, provided they are able and willing to do the work being done at the time.
- (c) Three (3) Trustees, a Guide, a Sergeant-at-Arms, (three (3) members at large) and a Recording Secretary, shall, in the event of an indefinite layoff, be retained or returned to work when work is available in the plant in which they are respectively employed, provided they are able and willing to do the work being done at the time. (c99)

Letter 5.5 - Seniority of Employees Promoted to Salary

- (a) An employee who transferred out of the bargaining unit or from a position subsequently included in the bargaining unit at any time prior to March 7, 1965 (March 12, 1966, for the Windsor Spring Plant, and July 7, 1975, for the Pillette Road Truck Assembly Plant) and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated as of March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant).
An employee transferred out of the bargaining unit after March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant) and prior to January 1, 2003 and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit.
An employee who is transferred out of the bargaining unit subsequent to January 1, 2003, shall retain the

WINDSOR – SENIORITY

seniority held at the time of such transfer but not accumulate 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.

An employee transferred to a position included in the bargaining unit as provided above shall be transferred to the department in which the employee worked immediately prior to transfer from the unit and shall displace the junior employee in that department. If that department no longer exists or if the employee's seniority does not entitle the employee to displace the junior employee in the department the employee shall, seniority permitting, displace the junior employee in the plant and shall enjoy seniority rights in all respects according to the provisions of this Agreement.

- (b) This paragraph shall not apply
- (i) until the plant is converted to plant-wide layoff following a temporary or model change layoff;
 - (ii) to employees who after their transfer from the bargaining unit worked or hereafter work in an excluded classification which is subject to the provisions of any other collective bargaining agreement;
 - (iii) to employees who, while working in an excluded classification, left the employ of the Company at any time prior to March 7, 1965 (March 12, 1966, for the Windsor Spring Plant and July 7, 1975, for the Pillette Road Truck Assembly Plant) or who thereafter leave the employ of the Company and are subsequently rehired. (c02)

WINDSOR – SENIORITY

Letter 5.6 - Seniority Adjustments

Effective with the signing of the 1993 Collective Agreement, any seniority adjustment request other than those referred to the normal grievance procedure will be discussed, upon receipt, in writing, from the President of Local 444.

Under no circumstances will the Company accept any adjustment without this procedure being adhered to.

LAYOFF AND RECALL

Letter 6.1 - Procedure - Other Than Skilled Trades

Where there is a decrease or an increase in force the applicable procedure set out below shall be followed:

(a) Seasonal Layoff and Recall for Model Change

Employees in each department shall be laid off as their jobs are progressively affected. If additional production or other work is required in a department after the completion of a model (but not pertaining to a new model or the annual inventory) then those employees having the most seniority in that department or group shall be retained provided they are willing and have the present ability to do the work required of them. An employee so laid off shall be recalled to work by seniority within the employee's department or group provided the employee has the ability to satisfactorily perform the available work to be done in order to facilitate the resumption of normal production. At any time within twenty-one (21) calendar days after seventy-five per cent (75%) of the anticipated daily rate of production (cumulative from the first unit produced and not to exceed 200 units) has been produced off the final assembly line, the Company shall convert the recall from a departmental basis to a plant-wide seniority basis so that employees are thereafter, subject to Letter 6.2 retained in or recalled to the plant in accordance with their seniority within the plant, provided, however, they are able to satisfactorily perform the work to be done. It is understood that during the model change build up, employees with medical restrictions may be recalled to any department in which there is suitable work. Employees thus recalled may not bid off the job to which they are assigned nor may they be displaced by other employees in implementing Letters 6.1.

In administering the model change layoff provisions, the Company agrees to advise the Union, prior to the start of the layoff, of the Company's program for

WINDSOR – LAYOFF AND RECALL

implementing the layoff. If the Union anticipates any unusual problems in respect to the continuance of any operations after the last unit has passed the final assembly line, the Union may acquaint the Company with the Union's viewpoint on the manner in which such situations should be handled and the Company on will give effect to such views to the extent considered warranted.

- (i) Notwithstanding the provisions of this Letter 6.1(a) if additional production or other work is required in a department after the completion of a model (but not pertaining to a new model or the annual inventory), the required work force will be obtained in accordance with the inverse seniority provisions outlined in Letter 6.1(c)(i), (ii) and (iii). The agreement referred to above must result in maintaining an experienced, qualified work force capable of assuring the uninterrupted and efficient operation of the plant.

If the Local Union believes the agreements set forth above are being unfairly applied they may take up any such requests which they believe meritorious with FCA Canada Labour Relations Staff.

(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; the Company may reduce the shift within the department according to the seniority of the employees 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

WINDSOR – LAYOFF AND RECALL

department or group so affected shall be adjusted and proceed according to the relative seniority of the employees in the department or 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 and group seniority 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 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 change, employees in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

- (i) Probationary employees will be laid off.
- (ii) Employees with less than one year of seniority will be laid off according to seniority.
- (iii) Employees with one year or more of seniority 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.

WINDSOR – LAYOFF AND RECALL

- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subparagraph (iii) 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 in the department.
- (v) (a) If it becomes necessary to recall employees laid off under Subparagraph (iii) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee in each department or group of departments being recalled first.
(b) If, after employees are temporarily laid off under Subparagraph (iii), 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.
- (vi) 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 Letter (c) and Management will reduce the working force according to the layoff provisions as set forth in Letter (d) below. Such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

WINDSOR – LAYOFF AND RECALL

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

In the case 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 production or work to be performed, the junior employees in classifications affected, provided they are able and willing to do the different types of work required of them, shall replace a like number of employees having the least seniority in that department, and the employees so displaced shall replace a like number of employees having the least seniority in the plant provided they are able and willing to do the different type of work required of them. In the event there are not sufficient employees with less seniority in a department to keep all those employees with seniority in that department then the balance of those affected shall displace a like number with the least seniority in the plant. In administering the above, exceptions may be made in proper cases by mutual agreement. Recall to work following such a layoff shall be on a plant-wide seniority basis so that employees are thereafter, retained in or recalled to the plant in accordance with their seniority within the plant provided, however, they are able to satisfactorily perform the work to be done. This Subparagraph shall not apply if the permanent discontinuance of a specific operation or department or the indefinite reduction in production or work to be performed occurs during a model changeover, a temporary adjustment, or a temporary layoff, in which event the provisions of (a), (b) or (c) of this Letter shall apply as the case may be. For the purposes of this Subparagraph, Union representatives referred to in Letter 5.2 are to be considered senior employees in any department or plant.

TRANSFER AND PROMOTION

Letter 7.1 - Transfer of Employees within the Plant

- (a) Employees who are reclassified or are transferred to another department in the plant, shall carry to their new classifications or departments their respective accumulated seniority and shall enjoy seniority rights accordingly, and they shall have no claim in their respective former classifications or departments. This Letter shall not apply to employees who are reclassified or transferred to or from classifications listed in the P&M Supplemental Agreement Skilled Trades.
- (b) An employee transferred to another department in the plant as a result of the layoff and recall provisions of this Agreement shall be permitted to apply in writing, within ten (10) working days of such transfer, at the Hourly Employment Department, to be returned to the employee's former department if a permanent vacancy, other than an attritional opening, occurs in that department within thirty (30) days from the date of transfer. Any permanent vacancy created by the return to the employee's department of origin will be subject to the job opportunity provisions of Letter 7.5 (b) and (c).

Letter 7.2 - Transfer - Windsor Area Plants

In addition to P&M Section (7.2) the following shall apply: When operations being performed by employees covered by this Agreement are transferred from one department to another within a plant senior employees on the operations so transferred may elect to be transferred to the receiving department seniority prevailing, and irrespective of the number of employees in the receiving department.

Letter 7.3 - Definition of Permanent Vacancy

Supervisors, in filling permanent vacancies within the department, will give preference to employees with the greatest seniority who are able to satisfactorily perform the work to be done. A permanent job is one which

- (a) is expected to last more than thirty (30) days unless extended by mutual agreement, or
- (b) is not covered under Letter 7.5 (n).

At the point that by the operation of this Letter or Letter 7.5 (n) a job becomes permanent, it shall be subject to the job opportunity claims outlined in Letter 7.5 to the extent provided for in that Letter.

Letter 7.4 - Exception to Definition of Permanent Vacancy

The Company, in unusual circumstances, may reallocate employees within a classification within a department for operational purposes only, without declaring the jobs vacant provided that such reallocation will not be used to defeat the purpose of filling vacancies within a Department or classification.

Letter 7.5 - Posting Procedure

Whenever a permanent vacancy occurs within a department, the vacancy shall be posted and filled in the following manner:

- (a) Departmental postings shall be for twenty-four (24) hours (one (1) regular working day) and an applicant must be able and willing to satisfactorily perform the work to be done, in order to qualify.
All references to working day shall be limited to Monday through Friday and shall not include designated holidays under Section (12.1) of the P&M Agreement.
- (b) Notice of the vacancy shall be posted within the department and the qualified applicant with the

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- greatest seniority, who applies for the job in writing, shall be given the job.
- (c) The job left vacant by the successful applicant for the departmental posting in (b) above shall be filled in accordance with the principle of Letter 7.3 with no more than two (2) moves being required.
 - (d) The resultant job left vacant by the successful claimant for the vacancy described in (c) above shall be filled by the qualified employee in the plant with the greatest seniority who has on file a written application for inter-departmental transfer (Form 807) to the department.
 - (e) The job left vacant by the successful applicant for the 807 posting in (d) above shall be filled in accordance with the principle of Letter 7.3 with no more than (2) moves being required.
 - (f) It is understood that the Company may fill from within the department the vacancy described in (d). In exercising its election to do so, the Company shall follow the principle of Letter 7.3 in filling such vacancy.
 - (g) During the time that any vacancy is being filled in accordance with the job opportunity provisions, the Company may fill the job temporarily.
 - (h) Except as hereinafter provided the job opportunity provisions shall not apply to vacancies caused by loaning of employees, variations in the numbers of the types of models being built or any other temporary condition created by illness, injury, absenteeism, or temporary leave of absence authorized by the Company until the Company is satisfied that such employee will not return to the job or the temporary condition has become permanent.
 - (i) Vacancies caused by increases in the rate of production over that in effect at the time of the required increase shall be subject to job opportunity claim only to the extent outlined in (b), (c) and (k) above. Vacancies occurring after the new rate of production has been reached will be subject to all of the job opportunity claims.

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- (j) In a decrease in force, employees affected who are displacing the junior employees in the department or plant will, so far as reasonably practicable, be given a preference according to seniority and ability of the jobs held by those employees whom they are displacing.
- (k) At the request of the relevant Steward, the Supervisor shall discuss the filling of any vacancy posted under these Letters.
- (l) Probationary employees shall not be eligible to exercise any job opportunity rights.
- (m) Employees working in a department on a temporary basis shall be ineligible to exercise any job opportunity claim within the department, but shall be eligible for inter-departmental transfer (Form 807).
- (n) Employees working in a department on a permanent basis shall be ineligible for inter-department transfer (Form 807) within that department.
- (o) Notwithstanding any of the above, job openings and job assignments at model change time will be handled as in the past except as specifically modified in Letter 7.10, rather than by the terms of this Letter.

Letter 7.6 - Jobs Held Out-Of-Line of Seniority

- (a) On the written request of the Union, not more often than three (3) times in a model year unless by mutual agreement, the Company will General assembly plant post jobs held by employees working out-of-line of seniority with the understanding that the Company may implement such undertaking in a gradual manner, if necessary, to avoid any disruption of plant efficiency.
- (b) In order to qualify for such posted jobs, an applicant must have the ability to satisfactorily perform the work to be done. Employees performing semi-skilled work will not be eligible to bid for such jobs. The qualified applicant with the greatest seniority, who applies for the job in writing, shall be given the job.
- (c) The vacancy created by the successful applicant shall be posted within the department and filled by the employee with the greatest seniority who is able to

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satisfactorily perform the work to be done and who applies for the job in writing. The job left by the successful applicant (any number of succeeding vacancies that the Company may elect) may be filled within the department in accordance with the principle of Letter 7.3 or by appropriate recall from layoff.

Letter 7.7 - Application for Transfer to Another Department

- (a) An employee may apply in writing to be transferred to another department in the plant and, in the circumstances outlined in Letter 7.5 (d), the application of the employee with the greatest seniority will be accepted, provided said employee is able to satisfactorily perform the work to be done.
- (b) The Company may elect to consider such applications, when reasonably practicable, in the filling of vacancies not otherwise subject to any job opportunity provision.
- (c) An employee shall be entitled to be considered as a successful applicant for a maximum of two (2) inter-departmental transfers (Form 807) in any twelve month period, unless the employee is transferred out of a department through the application of plant-wide seniority.
- (d) It is agreed that the Company will give to the employee and the Chairperson of the Plant Shop Committee a copy of the request filed by the employee for transfer to another department in the plant.
- (e)
 - (i) An employee upon being transferred to another plant will have all existing applications for transfer under this Letter cancelled.
 - (ii) All applications for transfer under this Letter will be cancelled when an employee is indefinitely laid off. In addition, applications for transfer will be cancelled thirty (30) days after the employee's plant has been converted to a plant-wide basis following model change recall.
 - (iii) A successful applicant on a 807 will have all applications for transfer cancelled. It is

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understood that the onus is on the successful applicant of a 807 to file new applications under this Letter if the successful applicant so desires.

- (iv) If an application is not cancelled prior to being honoured by the Company the employee must accept such transfer. (c02)

Letter 7.8 - Loaning of Employees

- (a) The Company agrees that at all times when employees are to be loaned the Company will endeavour to use the junior employee who is able and willing to satisfactorily perform the work to be done. This Subparagraph (a) applies only to employees with more than two (2) years' seniority.
- (b) With respect to employees with two (2) years or less seniority, the Company agrees that at all times when such employees are to be loaned the Company will endeavour to use the junior available employee who is able to satisfactorily perform the work required to be done.
- (c) Subparagraph (a) above shall not apply, within the division, to those employees working on such designated operations described in Section (4.1) (c) 2 of the Production and Maintenance Agreement. Exceptions may be made where mutually agreed between the Company and the Union.

Letter 7.10 - Firming Up Senior Employees

In the course of current negotiations, the Company and Union had lengthy discussions concerning senior employees who are transferred to temporary jobs in a department and who, as a consequence are unable to firm up in that or any department. The parties agreed that it is undesirable for senior employees to be deprived for an unreasonable period of time of the opportunity of firming up in a department.

Consistent with these discussions, the parties agree as follows:

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- (a) A senior employee desirous of firming up should make written application for inter-department transfer (Form 807).
- (b) Employment Department will look for the opportunity to place employees on permanent job vacancies.
- (c) Special consideration will be given to firm up senior employees during mass layoff situations.
- (d) Employment Department will use its best efforts in placing employees so as to minimize or resolve the problem referred to herein.
- (e) In unusual cases, it may be necessary for the parties to agree to by-pass the posting procedure in a specific case.
- (f) Employment Department should be alerted to the potential of this kind of problem when senior employees are laid off from the Pre-Delivery department.
- (g) If an employee:
 - i) has seniority to fill a permanent vacancy within the department they are currently in; and
 - ii) has not submitted an 807 Transfer request for the department they are currently in, the employee will be automatically firming up at the conclusion of the 807 process.

It would be the intention of plant management to make every reasonable effort to firm up such employees within three (3) weeks after being identified by the Union consistent with the maintenance of efficient plant operations. In the course of these discussions, the Union acknowledged that mutual agreement of the parties would frequently be necessary to accomplish the foregoing objectives to which Management is firmly committed.

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Letter 7.12 - Special Placement

During negotiations of the Collective Bargaining Agreement dated today, the parties discussed, at length, the Company's practices with respect to Special Placement employees covered under Section (5.4) of the Production and Maintenance Agreement — Exceptions to Seniority and Job Opportunity Provisions — Disabled Employees.

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

- (a) Upon the request of the Union the Company shall provide a list of Special Placement employees who are placed under the Special Placement Program after the effective date of the Collective Agreement.
- (b) It is the intention of the Company to notify the Union of Special Placement employees who have their category removed.
- (c) The Union, on an individual basis, may request the medical re-evaluation of a Special Placement employee's category where such restrictions may no longer be necessary. The Special Placement Officer or Medical Director will determine the need for such re-evaluation.
- (d) In the event a Special Placement employee is reclassified physically qualified to perform any operation, said employee shall return to the department from which the employee was laid off and where the employee originally established a category and shall displace the junior employee in the former department if seniority prevails.
- (e) Special Placement employees shall be offered overtime work whenever their particular operations are scheduled provided they are entitled to work under the provisions of the Memorandum of Understanding Distribution and Recording of Overtime.

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Notwithstanding the foregoing, Special Placement employees whose regular assignment is driving production vehicles in Department 9390 or driving jitneys in Department 9040, shall share in overtime with other employees in their respective department who also normally perform such work.

- (f) In discussions during the current negotiations the Company and the Union gave recognition to the desirability of mutual effort to advise Special Placement employees of their terms of placement through the Special Placement Program.

WORKING HOURS

Letter 8.1 - Overtime - Other Than Skilled Trades

Overtime other than in the skilled trades will be evenly distributed when reasonably possible among those employees in the same department or group and on the same shift, provided they are able to satisfactorily perform the work to be done. 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 of such overtime is concerned.

LEAVE OF ABSENCE

Letter 11.1 - TPT Utilization

TPT employees can be utilized to replace employees requesting Vacation Leaves of Absence at the Windsor Assembly Plant provided such utilization does not have an adverse impact on operational efficiency.

Letter 11.2 - Vacation L.O.A.

During the current negotiations, the parties agreed that the present practice for granting Vacation Leaves of Absence will be continued.

VACATION / PAA

Letter 13.1 - Vacation Encouragement

Employees wishing to work during the vacation shutdown period, who have not yet schedule two weeks of vacation, must schedule two weeks at the time they are signing up for work.

SKILLED TRADES

Letter 14-1 - Skilled Trades - Shift Changes - Skilled Trades Employees

The Company agrees that where reasonably possible tentative shift changes for Skilled Trades employees will be continuously projected for three (3) month periods.

Letter 14-2 - Skilled Trades - Seniority Lists

On the request of the Union the Company will provide, for reference purposes only, and upon request, a copy of the skilled trades seniority lists which reflect the seniority of Skilled Trades employees by classification. (c99)

Letter 14-5 - Transfer of Employees from Class 5719 to Class 5759

Employees who have transferred or may transfer from Class 5719 Mechanic — Gas and Electric Jitney to Class 5759 Mechanic — Truck & Tractor, as provided by Letter 14.9 will attain Journeyman's status in Class 5759 under the provisions of Letter 14.8.

Letter 14-6 - Trade Groups

Any reference to trade groups in this Agreement shall consist of the following:

Group 1

6270 — Welder — Tool & Die

6242 — Welder — High Pressure

Group 2

5365 — Layout — Metal and Wood

5350 — Inspector — Layout & Sample Check

6165 — Toolmaker

**Letter 14-8 - Service Garage - Seniority Re:
Classification No.'s 5719, Mechanic - Gas & Electric
Jitney and 5759, Mechanic - Truck & Tractor - FCA
Canada Service Garage**

This has reference to our recent discussions concerning questions raised by Local Union No. 444 as to the manner in which seniority is acquired and exercised by employees in the above referenced apprenticeable skilled trades classifications.

As you will recall, certain employees performing truck and tractor repair, including diesel, were recently properly reclassified from Classification No. 5719 to Classification No. 5759 as a matter of implementing the Memorandum of Understanding, Special Wage Adjustments Skilled Trades Employees dated November 22, 1976. Other employees whose work involves only the repair of gas and electric jitneys continue to be properly classified No. 5719, Mechanic Gas & Electric Jitney.

However, since two (2) apprenticeable skilled trades classifications (5719 and 5759) are now being utilized to properly classify work formerly classified on a single classification (5719), the manner in which seniority is acquired and exercised between employees in the two (2) apprenticeable skilled trades classifications emerged as a matter of serious concern to both parties.

Therefore, after thorough discussion of the matter and a meeting between the parties we are in agreement that with respect to employees of the FCA Canada Service Garage on the two (2) subject apprenticeable skilled trades classifications only, seniority shall be acquired and exercised in accordance with applicable provisions of the Supplemental Agreement Special Provisions Pertaining to Skilled Trades Employees, (hereinafter referred to as the "Agreement") with the following exceptions:

- (a) An employee hired or transferred to work in Classification No. 5719, Mechanic-Gas & Electric

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Jitney who holds a valid Class "A" License in Automotive Mechanics issued by the Ontario Ministry of Labour, shall, upon completion of the probationary period, be entered on the seniority list as a Journeyperson.

- (b) A Journeyperson who has acquired the right to exercise seniority in Classification No. 5719, Mechanic-Gas & Electric Jitney, may also acquire the right to exercise a single seniority date in Classification No. 5759, Mechanic-Truck & Tractor, by accumulating two (2) years experience in the work of that Classification.

It is also agreed that employees who had previously acquired the right to exercise their seniority in Classification No. 5719, Mechanic-Gas & Electric Jitney, and who were granted "Contractual" Journeyperson status in Classification No. 5759, Mechanic-Truck & Tractor, pursuant to the Letter Agreement dated January 28, 1977, shall, at the time of a reduction in the work force, have the right to exercise their single seniority date in both apprenticeable skilled trades classifications.

Letter 14-9 - Service Garage - Work Opportunity in Classification No. 5759

During the negotiations leading to the agreement signed today, the Union requested that when hiring to fill attritional openings in Classification No. 5759, Mechanic-Truck & Tractor at the FCA Canada Service Garage, consideration be given to employees who are fully qualified Journeyperson in Classification No. 5719, Mechanic-Gas & Electric Jitney. The Corporation is willing to consider such an employee provided the employee has satisfactorily completed or is willing to complete the related training portion of the Schedule of Work Processes for that classification. An employee who has not satisfactorily completed the required related training must do so as a condition of remaining in that classification.

Pursuant to the Letter Agreement dated July 12, 1977, a Journeyperson Jitney Repairperson, Classification No.

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5719, may also acquire the right to exercise a single seniority date in Classification No. 5759, Mechanic-Truck & Tractor at the FCA Canada Service Garage by accumulating two (2) years experience in the work of that classification.

Letter 14-10 - Automated Equipment Systems

During the negotiations leading to an agreement the parties discussed the introduction of new automated equipment systems at the Windsor Assembly Plant. The Union was advised as to the large investments necessary to enable the Company to meet its future needs in a highly competitive industry. As well, the servicing and repair of this equipment and system was discussed, and the following understandings were reached:

- (a) Class. 5629 Electrician will primarily maintain automated systems, from the work to the shut-off or disconnect, and make necessary checks and adjustments to the system to maintain optimal quality levels.
- (b) Preventive maintenance inspections and repairs will be performed by these electricians.
- (c) Satellite maintenance areas will be established throughout the plant and will be populated by required base trades.
- (d) Base trades will provide support in the satellite areas in the form of component rebuilding and major equipment overhaul.
- (e) In situations requiring assistance from satellite area employees, such employees will be utilized to work together with the designated base trade employees referred to in 1. and 2. above to minimize downtime situations.
- (f) Class. 5629 Electrician, Class. 5680 Pipefitter and Class. 5641 Industrial Mechanic will be familiarized with the operation and maintenance of automatic systems.
- (g) It is agreed by the parties that one of the key factors in the efficient utilization of automated equipment systems is the ability to make efficient and timely repair of the equipment to avoid unwarranted

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downtime. In recognition of this, in-plant meetings will be scheduled to discuss specific work assignments in those areas identified as utilizing automated equipment systems. In-plant skilled trades Union representatives, along with the Chairperson of the Skilled Trades and Chairperson of the Plant Shop Committee, and in-plant Maintenance personnel and other plant management personnel as required will participate in these meetings. As well, representatives of the Local Union and the National Union, along with representatives of Staff Labour Relations and other appropriate areas, may lend their assistance to the discussions.

Letter 14.12 – Procedural Guidelines – Filling Skilled Trades Vacancies

As a result of discussions the parties agree skilled trades vacancies in the Windsor Area will be filled in accordance with the following procedure:

a) Permanent Vacancy

1. In plant transfer from one Skilled Trades Department / Centre to another Skilled Trades Department / Centre.
2. Recall from layoff, including employee with prior but less than 90 days trade seniority, working in production.
3. Select from transfer applicants on file currently on layoff at other plants.
4. Select from applications on file of journeyman working in production.
5. Select from transfer applicants on file currently working at other plants.
6. New Hire.

b) Temporary Vacancy

1. Recall from layoff, including employee with prior but less than 90 days trade seniority, working in production.
2. Select from applications on file of journeyman working production. Note: In the event that the

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temporary opening is to last one week or longer, the highest seniority production employee will be called for temporary assignment.

3. New hire.

An employee with an application on file may decline to accept an opening, however, the employee's application will be cancelled if the employee so declines. An employee may file a single application, and no further consideration will be given to such employee who declines to accept an opening.

An employee with seniority (less or more than 90 days) who does not honour recall opportunity loses trades seniority and right to refile.

An employee who wins a posting shall have date of entry seniority as of the date of the posting. (c99, c05)

Letter 14.14 - Wage Rates - Temporary Skilled Trades Employees

In the event an employee (other than skilled trades) is assigned to a skilled trades classification as a temporary employee, as provided in Section (14.9) - Skilled Trades, the employee shall receive a rate of twenty cents (20¢) per hour below the maximum rate of the classification to which the employee is assigned.

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Letter 14-15 - Filling Openings in Waste Treatment Plant

This Letter will confirm the Company's plan to fill openings in the Waste Treatment Plant with individuals who have journeyman status in the appropriate trade (i.e. pipefitter, millwright, or electrician) and who have or are able to acquire Ministry of Environment Certification as required for Waste Treatment operations. The Company intends to continue its current practice of replacing employees consistent with trade requirements at the time of opening. The company reserves the right to fill vacancies based upon job expertise, skills and qualifications. (c02)

Letter 14.16 - Pre-Bid Meetings

In keeping with the spirit of expanding our cooperative efforts to provide for improved communications between the Union and the Company regarding future decisions on potential contracts being considered for bid, the Skilled Trades Chairperson, or designate, will be invited to attend Pre-Bid Meetings, in the Windsor Area, to meet and review.

TRAINING

Letter 16-1 - Training Courses

Consistent with the intent expressed by FCA Canada Inc. and Unifor in the In-Plant Training and Training Committee letters contained in the Production and Maintenance Agreement, programs will periodically be offered by the Company to upgrade the knowledge and skills of employees in our plants.

Prior to commencing training courses the Company will discuss with the Union the nature of the program, the trade(s) and the employees who will participate in the classes

Letter 16.2 - Trainer - Transportation and Technical Facilities (TTF)

During negotiations the parties discussed in detail FCA/Unifor training programs, their merit and effectiveness in terms of educating the workforce. Part of the discussion centered around qualified trainers and their responsibilities.

Given the need to utilize resources in the most efficient manner, the Company agrees to provide one (1) trainer to service all of the following locations:

The Automotive Research and Development Center (ARDC) located on Rhodes Drive;

The Vehicle Completion Center (VCC) located on Walker Road; The Fiat Chrysler Automobiles Transport LLC Windsor Terminal located on Walker Road;

For the purposes of this agreement, the facilities referred to herein will be collectively referred to as the Transportation and Technical Facilities (TTF).

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The TTF Trainer's responsibilities will include, but are not limited to the following activities:

- Co-ordinate and deliver all health and safety related training;
- Co-ordinate and deliver all training specific to Fiat Chrysler Automobiles Transport LLC;
- Assist in the development of training programs and materials;
- Co-ordinate the Driver Drug Testing Program;
- Track all training on the TEDS system;
- Co-ordinate and deliver all other training programs as agreed to by the Company and Unifor.

The parties agree that all other terms and conditions as stated in "Letter (16.4) Trainers" in the P&M Agreement apply to this appointment. (n99)

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Letter 18.1 - Employee Referral Applications

During the course of negotiations the parties discussed the matter of employee referral applications. The parties agreed to meet within ninety (90) days of ratification to address the problems associated with this issue and develop means to provide for the availability of employee referral applications during periods in which the Company is hiring new employees.

Letter 18-4 - Fiat Chrysler Automobiles Transport LLC Transportation Testing

The parties agree employees who hold a commercial vehicle drivers license (AZ) issued by the Ontario Ministry of Transportation will be eligible to be tested for driving opportunities for Fiat Chrysler Automobiles Transport LLC Transport and not be required to submit proof of past driving experience.

Letter 18-5 - Statement of Policy No. 1 Annual Inventory

The time available to conduct the annual inventory and scheduling of the annual inventory period in relation to the phase-out of the model render it inadvisable to handle the inventory in the same way on all occasions. At times, inventory may be conducted on a progressive basis and, at other times, simultaneously in all areas in a particular plant.

The Company will inform the Plant Chairperson of the annual inventory dates, the manner in which the inventory is to be taken and the employees scheduled to work on inventory as key personnel. In the selection of key personnel the Company is not bound by seniority.

The employees required to supplement this key staff will be selected from applications on file in accordance with plant seniority and qualifications to perform the work to be

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done. If by this means an adequate inventory force is not obtained, the Company will select additional qualified employees from the least senior employees on model change layoff.

The Union may appoint, for the sole purpose of representing employees working on the annual inventory two representatives of the Windsor Assembly Plant who, upon request of their supervisor, will be excused from their regular duties for the purpose of discussing and processing any grievances that may originate during the inventory period. Such grievances will be placed directly with the Labour Relations Department for disposition.

All employees may be laid off as their inventory work assignments are completed, with the exception of the appointed Union Representatives referred to above who will be retained in the plant until such time as the taking of the inventory is completed in that plant.

Letter 18-6 - Statement of Policy No. 2 Rotation of Shifts - Non-Skilled Trades

The policy with respect to rotation in a department where work is performed on more than one shift is as follows:

- (a) Where operations are performed on more than one shift those employees assigned to those operations will take their turn on such shifts without regard to seniority.
- (b) Where operations are performed only on one shift the employees assigned to those operations will not be subject to swinging. The Company and the Union may agree on exceptions.
- (c) In administering the provisions of paragraph (a), employees whenever reasonably practicable will not be required to work more than two consecutive weeks on the second or third shift except on three shift operations.
- (d) This policy statement shall not interfere with any mutually acceptable arrangement between employees to exchange shifts where such arrangement is approved by the supervisors involved.

Letter 18-7 - Statement of Policy No. 3 Rotation of Shifts- Skilled Trades

- (a) The policy with respect to the rotation of shifts in skilled trades is predicated on the fact that it is to the mutual advantage of both the Company and tradespersons to have an equitable program with respect to the rotation of shifts and for tradespersons to be reasonably versatile in handling all types of work assignments in their classification.
- (b) Tradespersons shall take their turn on the different shifts and on the work to which they are assigned within their classification and department allowing for the following exceptions:
 - 1. Where employees have bona fide categories established by the Company's Medical Department which would prevent them from working on certain shifts.
 - 2. Where certain specialized operations are performed only on one shift. Efforts will be made to have at least two operators familiar with the requirements of such operations so that each will take turn on the different shifts.
 - 3. Where mutually acceptable arrangements have been made between employees to exchange shifts and where such arrangements have been approved by the supervision involved.
- (c) In administering these provisions, employees, when reasonably practicable, will not be required to work more than two consecutive weeks on a second or third shift, except on three shift operations.

**Letter 18.8 - Memorandum of Understanding No. 4 -
Alternative Work Schedule**

During discussions held between the Company and the Union concerning the benefits that would result from the implementation of non-traditional operating patterns, the parties agreed today, subject to the Union's ratification procedure, to the following provisions which would enable the Company to implement a three crew-three shift Alternative Work Schedule without loss of volume.

- (a) Implementation — The parties have agreed that the Corporation, at its discretion, may implement an Alternative Work Schedule at the Windsor Assembly Plant. Windsor Assembly Plant-based DCSI/DCTI, Student Hires and/or Temporary Part Time employees will not be covered by this Agreement. 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.
- (b) Covered Operations — The Corporation and the Union agreed that with the exception of skilled trades and certain other mutually agreed to hourly employees not directly assigned to assembly operations, it is expected that all hourly employees will be included in the Alternative Work Schedule.
- (c) Pay Provisions
 - 1) Regular Workdays
 - (i) Employees Assigned to Alternative Work Schedule — Employees assigned to an Alternative Work Schedule of 7.5 hours on a regular workday will be paid their straight-time rate of 7.5 hours worked plus an additional one-half hour at their straight-time rate.
 - (ii) Employees Covered by this Agreement not Assigned to Alternative Work Schedule — Employees not assigned to an Alternative Work Schedule will be paid eight (8) hours

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- pay at their straight-time rate plus one-half additional hour at time and one-half unless otherwise covered under special scheduling provisions for skilled trades.
- 2) Overtime on Regular Workdays
 - (i) Employees Assigned to Alternative Work Schedule — The Company reserves the right to schedule employees for the last thirty (30) minutes up to eight (8.0) hours. Employees assigned to an Alternative Work Schedule who are required to work for more than 7.5 hours on a regular workday will be paid at time and one-half.
 - (ii) Employees not Assigned to 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.
 - 3) Premium Workdays (Saturdays, Sundays and Holidays)
 - (i) Employees Assigned to 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 one half additional hour of pay calculated at the appropriate premium (time and one half or double time).
 - (ii) Employees not Assigned to Alternative Work Schedule — Employees not assigned to an Alternative Work Schedule who work on a premium workday will be paid for eight (8) hours worked according to the terms of the Agreement plus one-half additional hour of pay calculated at the appropriate premium (time and one half or double time).

- 4) Relief
- Notwithstanding the terms of the Agreement, employees who currently receive 45 minutes or more of relief (regular, earned or wash-up) will receive forty-five minutes of relief which includes an appropriate lunch period.
- Employees who currently receive less than forty-five minutes of relief (regular, earned or wash-up) will maintain their current relief (except wash-up) which includes an appropriate lunch period.
- The Union acknowledges the Company's right to schedule mass or tag relief as required.
- 5) Employees assigned to the first and second shift will continue to rotate. There will not be any shift rotation for employees assigned to the third shift (Sunday night start).
- 6) Benefits
- (i) Benefit 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.
- (ii) Corporation Benefit Funding Requirements — Corporation funding requirements for certain benefit plans (e.g., 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.
- (d) 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. In order to address that concern the parties have agreed to the following skilled trades schedule.

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There will be five crews. Crews A, B, and C will regularly work eight hours per day Monday — Friday and be paid as outlined above for employees not assigned to an Alternative Work Schedule. Crew D will regularly work 8 hours on Monday, Tuesday, Wednesday, and 12 hours on Sunday. Crew E will regularly work 8 hours on Thursday, Friday, Saturday, and 12 hours on Sunday. Employees on Crew D and E will receive straight time for hours worked on Friday/Monday respectively unless otherwise payable as a holiday and time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday.

- (e) Governmental 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 this Letter of Understanding as well as jointly seek available governmental funding.
- (f) Termination — If, following implementation of the Alternative Work Schedule at the Windsor 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.
- (g) Return to Standard Operations — During such periods an Alternative Work Schedule is not in effect at the Windsor Assembly Plant the provisions of this Memorandum shall not apply and all pay-related matters will be governed by the provisions of the basic P&M Agreement. Operational changes that have been identified as essential for implementation and incorporated in this Agreement as Attachment A will remain in effect.
- (h) The Company and Union agree that a return to standard operations would not be designated as an event which would occasion permanent job losses arising from restructuring or productivity-related actions under the Job and Income Security Provisions of the Production and Maintenance Agreement. The parties recognize that all of the issues, changes and/or modifications attendant to the implementation

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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.

- (i) It is recognized that P&M Section 18.8, Alternate Work Schedule supersedes this letter.

ATTACHMENT A

- (a) Combine classification 6250 Maintenance Welder and Classification 6270 Welder — Tool and Die.
- (b) Re-classify employees in classifications 5380 Tool Maker -Tool & Gauge Inspection and 6175 Tool Maker - Jig & Fixture Builder to classification 6165 Tool Maker.
- (c) BIW sub-assembly employees will work to machine capacity, not to line pull.
- (d) The parties will expedite the implementation of the Production Coordinator position as soon as possible consistent with discussions held between the parties.
(c99)

Letter 18.9 - AWS Scheduling Beyond 7.5 Hours

During the current negotiations a lengthy discussion ensued on the Company's right to schedule the 30 minute period following the regularly scheduled 7.5 hour shift. The Company advised the Union the ability to schedule the additional 30 minute period is critical to the on-going success and viability of the AWS arrangement. When scheduled, employees currently receiving forty-five (45) minutes relief will receive and additional four (4) minutes relief at the end of the regularly scheduled 7.5 hour shift.

It is recognized that P&M section 18.8, Alternate Work Schedule supersedes this letter.

Letter 18.10 - AWS - Classification Consolidations

During the discussions on the Alternative Work Schedule, the parties agreed to several classification consolidations. The Union expressed concern that

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employees on the previously existing classifications at the time of the consolidation would be laid off as a result of those consolidations.

The Company responded there would be no loss of jobs as a result of these consolidations.

Letter 18.11- Return to Two Shift Operation - Relief in BIW

After the implementation of an Alternate Work Schedule and in the event the plant's production schedule warrants a return to a traditional two shift structure, employees on line operations in the following areas of Body-in-White Sub-Assembly will be deemed to be on assembly line operations for the purposes of determining relief if the existing process is not capable to allow sufficient overspeed in the system to allow employees self relief.

- Right and Left Apertures
- Cowl and Dash
- Floor Pan
- Short Rails
- Flat Line
- Underbody

Letter 18.12 - AWS - Holiday Eligibility for Skilled Trades on D&E Crew

During the discussions on an Alternative Work Schedule, the issue was raised as to holiday eligibility for skilled trades employees on the D and E crew. Consistent with the provisions of the Memorandum that covered employees will be paid with the understanding that they would neither be advantaged nor disadvantaged, the employee will be paid for the designated holidays in accordance with the provisions of the National P&M Agreement if otherwise eligible.

Letter 18-13 - AWS - Change in Relief Methods

During the discussions on an Alternative Work Schedule, the Union acknowledged that the Company had the right to schedule mass or tag relief as required. The Union did raise a concern that the Company not frequently change from mass to tag relief or vice versa. The Company indicated that if it was required to change from one type of relief to the other, the Company would discuss the reasons for the change with the Union and provide advance notification to effected employees.