

Agreement

Between

FCA CANADA INC.

and



October 30, 2023

**OFFICE AND CLERICAL AND ENGINEERING
National Agreement**

Table of Contents

PURPOSE AND INTENT	1
RECOGNITION	2
(1.1) Employees Covered.....	2
(1.2) Management Rights.....	5
(1.3) Excluded Personnel	6
(1.4) Equal Application of Agreement.....	6
(1.5) Workplace Harassment	7
(1.6) Memorandum of Understanding – Employment Equity	12
(1.7) Strikes and Lockouts Prohibited	19
(1.8) Requirement of Union Membership...	21
(1.9) Check-Off.....	21
(1.10) Deductions.....	22
(1.11) Indemnification	22
(1.12) Memorandum Of Understanding Union Dues Deductions	22
(1.13) Excluded Jobs.....	25
(1.15) Non-Represented Positions	26
(1.16) Non-Bargaining Unit Employees Performing Bargaining Unit Work	26
(1.17) Union Bulletin Boards.....	27
(1.18) Withdrawal of Demands and Separability of Provisions	27
(1.19) Termination and Modification	28
(1.20) Notice	29
REPRESENTATION.....	31
(2.1) Number of Districts	31
(2.2) Committeepersons	31
(2.3) Consultation Conferences	32

(2.4) Benefit Plans Representative.....	33
(2.5) Unifor National Employment Equity Coordinator	36
(2.6) National Representative	37
(2.7) Health and Safety Representative	38
(2.8) Alternate Health and Safety Representative.....	38
GRIEVANCE PROCEDURE.....	40
(3.1) Time of Answers	40
(3.2) Presenting a Grievance.....	40
(3.3) Membership of Appeal Board	43
(3.4) Authority of Appeal Board.....	44
(3.5) Time of Appeals	45
(3.6) Time Limit on Claims	45
(3.7) Payment of Back Pay Claims	46
(3.8) Computation of Back Wages.....	46
(3.9) Retroactive Adjustments	47
(3.10) Withdrawal of Cases	47
(3.11) Finality of Decisions	47
(3.12) Appeal for Interpretation.....	48
(3.13) Law Suits.....	48
(3.14) Maintenance of Discipline	49
(3.15) Notice of Suspension, Disciplinary Layoff or Discharge	49
(3.16) Union Representation.....	49
(3.17) Appeal of Discharge.....	49
(3.18) Use of Past Record	50
(3.19) Grievance Procedure - Timing	50
(3.20) Grievances Disciplinary Action	51
(3.21) Restricted Areas - Grievance Investigation.....	53

SALARY CONTINUATION PLAN.....	54
(4.1) Purpose.....	54
(4.2) Employees Covered.....	54
(4.3) Disability Absence	54
(4.4) Disability Benefits.....	54
(4.5) Salary Continuation Payments	55
(4.6) Maximum Period.....	55
(4.7) Proof of Disability	56
(4.8) Modification or Rescission.....	56
(4.10) Salary Continuation - Notice of Layoff	56
(4.11) Salary Continuation - 3-Day Back Up	57
SENIORITY	58
(5.1) Probationary Employees	58
(5.2) Employee Defined.....	59
(5.3) Seniority Defined	59
(5.4) Seniority Lists	59
(5.5) Loss of Seniority	60
(5.6) Seniority of Committeepersons.....	61
(5.7) Seniority of Officers.....	62
(5.8) Medical Cases	63
(5.9) Shift Preference Agreements.....	64
(5.10) Preferential Hires - Office or Plant Closure	64
(5.11) Continuous Service	65
(5.12) Hiring Practice.....	66
(5.13) Correctional Services - Temporary Absence Program	66
(5.14) Local Agreements	67

(5.15) Memorandum Of Understanding - Seniority Attainment.....	67
LAYOFF AND RECALL.....	71
(6.1) Layoff and Recall - Office and Clerical Employees Only.....	71
(6.2) Work Opportunity for Laid Off Employees.....	76
(6.3) Offer of Work Under S.U.B.P.....	76
(6.4) Layoff Notification.....	77
(6.5) Down Weeks	77
(6.6) Leader Class - Layoff and Recall.....	78
TRANSFER AND PROMOTION.....	79
(7.1) Transfer of Employees	79
(7.2) Transfer of Operations	80
(7.3) Other Transfers.....	82
(7.4) Promotions and Job Opportunities	82
(7.6) Employee Transfers.....	83
(7.7) New Hires.....	84
(7.8) Career Advancement	84
(7.9) Temporary Jobs	85
WORKING HOURS.....	86
(8.1) Overtime Agreements	86
(8.2) Shift Premium and Hours.....	86
(8.3) Time and One-Half.....	86
(8.4) Double Time.....	86
(8.5) Overtime Pyramiding Prohibited	86
(8.6) Salary Pay Practices	87
(8.7) Call-in and Call-Back Pay.....	90
(8.8) Casual Absence	90
(8.9) Flexible Working Hours Program	91
(8.10) Multiple Starting Times	91

(8.11) Committeeperson Starting Time	92
(8.12) Banking Overtime	92
(8.13) Employment Standards Act.....	93
WAGES	95
(9.1) General Increases	95
(9.2) Salary Grades & Progression Application Supplement.....	101
(9.3) Rate Book.....	109
(9.4) Salary Classification and Grade Supplement	109
(9.5) Rules - Credited Time for Phase-Up	128
(9.7) Cost-of-Living Allowance.....	130
(9.8) New Jobs	133
BENEFITS	135
(10.1) Benefit Exhibits	135
(10.2) Bereavement Pay	135
(10.3) Jury Duty	136
(10.4) Benefit Plans	137
(10.5) Alcoholism and Drug Abuse	137
(10.6) Child Care	139
(10.7) Legal Services	141
(10.8) Eligibility to Apply for FCA Canada Scholarship.....	141
(10.9) Employee-Retiree New Vehicle Purchase Program	141
(10.10) FCA Product Programs	142
(10.12) Pension – SIB	142
(10.13) Joint Letter on Public Pension Policy and Guarantees	143
(10.15) Pension Benefit Reduction	145
(10.16) E.I. Premium Rebate	145

(10.17) Annual Benefits Meeting	146
(10.18) Social Justice Fund.....	146
(10.19) Maternity, Parental, Adoption, Family Medical, and Critically Ill Child Care Leaves.....	148
(10.20) Resolution of Disputes - Benefits Plans and Pension Agreement.....	150
(10.21) Memorandum of Understanding SCF	150
(10.23) Employee Family Assistance Program.....	153
(10.24) Substance Abuse Facility Charges	153
(10.25) Dependent Children Scholarship Program.....	154
LEAVE OF ABSENCE	155
(11.1) Leave for Good Cause.....	155
(11.2) Leave for Travel	155
(11.3) Leave for Education	155
(11.4) Credit Union Leave	155
(11.5) Leave of Absence Clarification....	156
(11.6) Leave for Union Business	156
(11.7) Pregnancy Leave	157
HOLIDAY PAY	158
(12.1) Holidays Designated	158
(12.2) Failure to Report for Holiday Work	161
(12.4) Christmas Holiday Pay during Layoff	161
VACATION.....	163
(13.1) Eligibility.....	163
(13.2) Vacation Period	165

(13.3) Vacation Entitlement – Transfer, Termination and Layoff	167
(13.4) Rate During Vacation.....	168
(13.5) Changing Vacation Time Off - Death in Immediate Family	168
(13.6) Vacation Eligibility	169
ENGINEERING	170
(14.1) Layoff and Recall - Engineering Employees.....	170
Only.....	170
(14.2) Temporary Adjustments Procedure — Engineering Employees Only	170
(14.3) Notice of Layoff — Engineering Employees Only.....	171
(14.4) Layoff Procedure — Engineering Employees Only.....	171
(14.5) Recall Procedure — Engineering Employees Only.....	174
(14.6) Inverse Seniority for Engineering Employees.....	174
(14.7) Launch Periods — Engineering Employees Only.....	175
(14.8) Advanced Manufacturing Engineers	176
(14.9) Safety Engineer Requirements	177
HEALTH AND SAFETY.....	178
(15.1) Safety Glasses	178
(15.2) Safety Shoes	178
(15.3) Minute of Silence	179
(15.5) Office Moves, Machinery and Equipment Purchases, Facility Changes ...	180

(15.6) Implementation Of Revised Legislation In The Area Of Health And Safety	180
(15.7) Joint Statement On Health And Safety Work Refusals.....	181
(15.8) Health and Safety — Use of Camera	182
(15.9) Safety Concern Resolution (Safety tools/ Hotline)	183
(15.10) Computers	185
(15.11) Smoking in the Workplace.....	185
(15.12) Emergency Procedures	186
TRAINING	187
(16.1) FCA-Unifor National Training Committee.....	187
(16.2) Training Fund - National Training Committee.....	188
(16.3) Health and Safety, Environment, Leadership Training and Research Fund ..	189
(16.4) New Employee Orientation.....	189
(16.5) Unifor Leadership Training Program	190
(16.8) National JHSC Training Programs/Materials	193
(16.9) Joint Initiative Administration	200
JOB SECURITY	203
(17.1) Job Security	203
(17.2) Erosion of Bargaining Unit	204
(17.3) Erosion of Grades	204
(17.4) Plant Closing Moratorium.....	205
(17.5) Supplier Relationships.....	205

(17.6) Retirement Allowance Option — Job & Income Protection Plan.....	207
(17.7) Payments Upon Plant Closure.....	208
(17.8) Content	210
(17.9) New Technology	211
(17.10) Understanding Re: Permanent Job Losses.....	213
(17.11) Restructuring — Job and Income Protection	215
(17.12) Rights under Job & Income Protection	224
(17.13) Timing of Notice – Permanent Job Loss	224
(17.14) Suppliers in the Plant.....	225
(17.15) Safety Engineer Requirements	225
GENERAL	227
(18.1) Collective Agreement.....	227
(18.2) Rules for Temporary Hires.....	227
(18.3) Temporary Employees on Temporary Jobs	228
(18.4) Supplemental Agreement TPT Employees.....	229
(18.5) Memorandum of Understanding – Work Assignments Related to Special Projects.....	233
(18.6) Minute of Silence	234

Agreement Entered Into on This

Thirtieth day of October, 2023

Between FCA Canada Inc.

(Hereinafter referred to as "FCA Canada" or the
"Company")
and the following Local Unions

Unifor Locals

1285 1459 1498

and Unifor

(The said Local Unions and the National
Union being hereinafter referred to
collectively as the "Union.")

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

PURPOSE AND INTENT

PURPOSE AND INTENT

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

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

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

RECOGNITION

(1.1) Employees Covered

- (a) Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, FCA Canada Inc., (herein called the Company) does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Company included in the bargaining units described in Schedule "A".
- (b) If the Company builds a new facility and transfers to it a significant portion of work performed exclusively by employees covered by this Agreement, this Agreement shall automatically cover employees working in the same or similar classifications at the new facility if the parties agree, or in the absence of agreement, if the Ontario Labour Relations board shall determine, that such facility or any part thereof constitutes an accretion to the bargaining unit this Agreement covers, excluding such employees as the parties agree, or the Board decides, should be excluded.

SCHEDULE "A"

BARGAINING UNIT DESCRIPTIONS

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

**Office and Clerical
and Engineering**

**between
FCA Canada Inc.
and Unifor
2023**

**APPENDIX
SCHEDULE "A"**

Bargaining Units referred to in Section (1.1) of the Office and Clerical and Engineering Agreement between FCA Canada Inc., and Unifor and certain of its Local Unions dated October 30, 2023.

1. All office and clerical employees of FCA Canada Inc. in its offices in the City of Windsor save and except Supervisors and those above the rank of Supervisor. Private Secretaries to Supervisors and above, and employees employed within the following classifications: Management Trainee, Photographer Technician, Tax Analyst, E.D.P. Analyst, E.D.P. Technician, Systems Analyst, Marketing and Distribution Analyst, Program Planning Coordinator, Buyer, Coordinator of Vendor Tooling, Parts Marketing Specialist, Industrial Engine Technician, Parts Remanufacturing Development Technician, Staff Person — Sales Administration, Staff Person — Sales Operations, Staff Person-Production Control, Product Engineer, Confidential Clerk to Plant Management, Credit Manager, and all employees in the

RECOGNITION

following divisions, departments or sections: Personnel Division, Plant Labour Relations Dept., Manufacturing Budget Dept., Salary Payroll and Benefits Dept., Systems and G. & A. Budget Dept., Profit Planning and Analysis Dept., Product Analysis Dept., Budget and Financial Analysis Section of the Parts Accounting Dept., General Ledgers Dept., Industrial Engineering Dept., Quality Engineering Dept., and the Manufacturing Engineering Dept., with the exception of employees on the Engineering Detail classification. The foregoing description of the bargaining unit shall be construed to exclude from the bargaining unit all employees in the following departments except Clerks, Typists and Stenographers unless acting as Private Secretaries to Supervisors and above: Market Representation Dept., (including Dealer Development Dept., Dealer Enterprise Dept., Dealer Planning Dept., Business Management Dept.), Marketing Services Dept., (including Truck Sales Dept., Fleet Sales Dept., Service Engineering Section and Service Promotion Section of the Service Dept.), Banking and Credit Dept., and Advertising and Sales Promotion Dept.

2. All office and clerical employees of FCA Canada Inc. Etobicoke Casting Plant in the Township of Etobicoke, save and except supervisors, persons above the rank of supervisor, plant nurse, security guards, private secretary to the plant manager, secretary to the manager of industrial engineering, secretary to the plant comptroller, secretary to the personnel manager, budget clerk, and analyst — method and standards. All Tool Engineers "A" and Manufacturing Control Engineers employed by FCA Canada Inc. at its Etobicoke Casting Plant, Etobicoke, Ontario .
3. All employees of FCA Canada Inc. in its office at Windsor employed in the following engineering and technical classifications: Tool Engineer "A", Senior Tool Engineer, Plant Engineer "A", Senior Plant Engineer, Material Handling Engineer, Drafting Person — Tool and Plant Engineering, Tool Engineer "B", Tool and Die

RECOGNITION

Designer "A", Trouble Person — Tool Engineering "B" and Trouble Person — Tool Engineering "A".

4. All employees of FCA Canada Service Contract Company Inc. in Windsor, Ontario, save and except Supervisors, persons above the rank of Supervisor, Systems Development Analyst, Secretary to Manager of Operations and persons covered by subsisting collective agreements.
5. All office, clerical and engineering employees of FCA Canada Inc. in Brampton, Ontario save and except supervisors, persons above the rank of supervisor, secretary to the Plant Manager, secretary to the Manufacturing Engineer Manager, secretary to the Production Control Manager, secretary to the Quality Centre Manager, management trainee, supplier quality assurance engineers, statistical process control engineers, plant environmental control administrator, manufacturing engineer control coordinator, network analysts, industrial engineers, stamping shift control coordinators, QC Pillar Lead and all employees in the following departments or groups: personnel, finance, factory information system, quality control, distribution, manufacturing group accounting and plant engineering.

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

(1.2) Management Rights

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any

RECOGNITION

Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement.

(1.3) Excluded Personnel

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

(1.4) Equal Application of Agreement

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

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

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims. The Union agrees that it will encourage members to use the grievance and arbitration procedure with respect to any claim or complaint against the Company which may be made the subject of a grievance under the contract. (c02, c08, c12, c16)

(1.5) Workplace Harassment

(A) Policy and Procedure

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

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

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

(B) Workplace Harassment Defined

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: race, national or ethnic origin, colour, religion, age, sex, gender identity, gender expression, marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. At FCA Canada Inc. all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, parking lots, and company related functions. Included is the use of social media in a context which may be related to the workplace.

RECOGNITION

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

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, sex, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, graffiti, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Sexual solicitation or advance made with implied reprisals if rejected.
- Refusing to work or share facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious, ethnic background or other prohibited grounds.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- Mocking prayers, defacing religious articles or icons, insulting comments about religious wear.
- Misuse of Social media which may be related to the workplace.

(C) What Harassment Is Not

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

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

RECOGNITION

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

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

(D) Filing A Complaint

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

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

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

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

(E) The Investigation

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

The person receiving the complaint will advise the local Human Resources Manager, or such higher authority as may be appropriate, who will arrange an interview with the complainant as soon as possible. This interview and the subsequent investigation will be carried out jointly by the

RECOGNITION

Union and the Company. The investigation team should be comprised of at least one woman, whenever the complaint is sexual in nature.

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

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

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

Confidential records of the investigation including interviews, evidence and the outcome of the complaint will be maintained in the office of the Management Employment Equity Representative. The Union Employment Equity Representative shall have access to the file, and such access shall not be unreasonably denied.

(F) Resolution Of The Complaint

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

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the local Human Resources Manager, in consultation with the local Plant Chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

Complaint resolutions deemed unsatisfactory may be appealed to the National Employment Equity Co-ordinator or the Company Equity Manager. New evidence provided may

RECOGNITION

result in further investigation by the National Employment Equity Co-ordinator and the Company Equity Manager. Unsatisfactory resolutions after further investigation can be appealed to the Master Employment Equity Committee. No grievance may be filed or pursued on resolutions agreed to by the Master Employment Equity Committee without written concurrence of Unifor National Office and written confirmation of such concurrence of Unifor National Office and written confirmation of such concurrence to the Director of Labour Relations and Labour Economics.

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

(G) Right to Refuse

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

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee and will be implemented as a part of this procedure following the Union leadership and Management representative training. This procedure was implemented on June 30, 1994.

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

This policy and procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the Union and FCA Canada Inc.

RECOGNITION

urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

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

(c02, c05, c08, c12, c16)

(1.6) Memorandum of Understanding – Employment Equity

This Memorandum of Understanding supplements the Production and Maintenance Agreement between FCA Canada Inc. and Unifor and certain of its Local Unions, as follows:

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

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

Therefore, it is hereby agreed as followed:

A Local Employment Equity Committee, hereinafter referred to as the Local Committee, has been established at each plant location. The Local Committee consists of two (2) representatives selected by the

RECOGNITION

Local President from within the existing representation structure and two (2) Plant Management representatives. At least one of the Unifor representatives on this committee must be a woman. The Local President will act as an ex-officio member of the Committee. The Local President shall select a woman from among the active membership if there are no women in the existing representation structure.

Women selected by the Local President for this purpose will be excused from regular work assignments when required and will be paid by the Company at their regular straight time rate up to the number of hours listed in the following schedule:

Local	Number of Employment Equity Committee Members	Maximum number of straight time hours paid per week when excused from regular work assignments
Local 1498 Windsor Office	1	8

Etobicoke Local 1459 and Brampton Local 1285 will incorporate Equity matters within their representation structure.

The committee member's hourly bargaining unit position may be replaced by a Temporary Part-Time Employee, if a replacement is required in areas where the TPT Program is in place.

It is recognized that Local Committees will require ongoing assistance and direction. Accordingly, a Master Employment Equity Committee, consisting of two National Union representatives, the Unifor FCA Master Bargaining Committee Chairperson, the National Employment Equity Co-ordinator and four Company representatives, has been

RECOGNITION

established. The Master Committee will meet quarterly to review local committee activity.

The local committee shall:

1. Devote attention to the designated groups.
2. Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, the development of goals and timetables, and other elements of the plan that require local input.
3. Develop a communication strategy to educate and update employees on equity issues which includes: March 21 – recognition day for the elimination of racism; and December 10 – recognition day for Human Rights awareness.
4. Conduct harassment complaint investigations as outlined in the workplace harassment policy and procedure.
5. Attend the annual five-day meeting designed to update and educate committee members on the latest developments in Human Rights case law and emerging Human Rights issues which may impact the workplace. The Company agrees to pay for lost time, registration where necessary, lodging, and transportation, and travel time, if required. The Union will be responsible for meal and other expenses. Travel time, if required, is to be included in the five-day period. It was also agreed that the Human Rights Training module would be presented to the employment equity committees as required. at one of the five day annual meetings during the life of this agreement.

Members of the Local Committees may:

1. Participate in community and/or school career awareness programs designed to inform people

RECOGNITION

- about potential employment opportunities at FCA Canada Inc.
2. Establish and maintain working relationships with local designated group organizations.
 3. Develop informational communiqués to encourage designated group members to apply for technical and skilled positions.
 4. Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.
 5. Consult with the Master Employment Equity committee and the local apprentice committee to develop and implement a pre-apprenticeship training program for designated group members.

(A) Communication of Workplace Harassment Policy and Procedure

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

The Company shall update, review and train employees on the Workplace Harassment and Violence Policy and Program in accordance with the terms of the FCA Canada program.

(B) Union Leadership/Management Harassment Training

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

RECOGNITION

Supervisors and new Union Representatives. The Master Employment Equity Committee will update the one (1) day Employment Equity program for the individuals detailed above.

(C) Violence Against Women

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

(D) Minute of Silence

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

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

Additionally, Canadian facilities will observe one minute of reflection in recognition of International Day for the Elimination of Racial Discrimination to re-affirm our commitment to end racism. This moment of reflection will be observed each year on March 21 at 11:00 a.m. or when local plant management determines the observance will have the least impact on plant operations.

(E) Women's Advocate

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

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the Unifor female member of the Local Union Employment Equity Committees, in addition to her other duties relating to employment equity. The trained female Employment Equity Representative/Women's Advocate may meet with any member as required, to discuss problems and refer them to the appropriate agency(ie. crisis centre, emergency shelter, counselor or mental health professional) when necessary.

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

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

In addition to the initial 40 hour training program, the female Employment Equity Reps and Women's Advocates

RECOGNITION

will participate in an annual three-day training program including travel time.

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

(F) Employment Equity Programs

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

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

The parties agreed that a diverse workforce is beneficial and desirable, and that their proactive efforts on employment equity are fundamental to the Company. The parties are committed to maintain an Employment Equity Plan on behalf of Unifor bargaining units at FCA Canada Inc. This plan will include an annual review procedure to monitor the progress of the program.

(H) Comfort Hearts

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

(J) Nursing Mothers

RECOGNITION

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

(K) Local Employment Equity Committee Training

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

(L) Grief Counselling

If a catastrophic or traumatic event occurs in the workplace, the Company and the Union will engage in discussions regarding the necessity of third-party grief counselling services for employees.

(c96, c99, c02, c05, c08, c12, c16, c20, c23)

(1.7) Strikes and Lockouts Prohibited

- (a) The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sitdown, stay-in, or slow-down in any plant of the Company or any curtailment of work or restriction of or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all of the grievance procedure outlined herein has been exhausted and not even then unless authorized by the National Executive Board of Unifor and a copy of such authorization has been delivered to the Company. In case a strike shall occur this Agreement at the option of

RECOGNITION

- the Company shall terminate immediately. The Company reserves the right to discharge any employee who violates any provision of this Section. Such discharged employee shall have recourse to the grievance procedure. The Company will not cause or sanction a lockout until all of the grievance procedure outlined herein has been exhausted.
- (b) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will at all times during the currency of this Agreement take such steps as may be necessary to ensure that employees employed in the power-house and any substation of the Company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the Company in order that such employees may at all times be enabled to perform the regular duties therein to which they are assigned.
 - (c) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will cooperate with the Company to ensure that employees required for emergency maintenance repairs to the Company's plants will be permitted free and unobstructed entrance into and exit from such plants and that the Company's plant protection staff, plant supervision, office staff and personnel and members of the public shall be allowed free and unobstructed entrance into and exit from the Company's premises and offices. Provided that if at any time during such dispute the Company attempts to put any new employees to work in the Company's offices on operations therein performed by employees in the bargaining unit or attempts to employ in such work any members of the plant protection staff or attempts to employ the employees required for such repairs in work other than such repairs, thereupon the Union no longer shall be bound by the provisions of this paragraph.
 - (d) If and when employees are permitted to conduct a legal strike by a change in the provincial laws, governmental decree, or binding judicial interpretation during the term of this Agreement, Section (1.7) (b) shall become null and void and Section (1.7) (a), (1.8), (1.10) and (2.1) of

RECOGNITION

this Office and Clerical and Engineering Agreement shall apply.

(1.8) Requirement of Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following such effective date.
- (c) Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this section if they are members and are not more than thirty (30) days in arrears in payment of membership dues.

(1.9) Check-Off

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

RECOGNITION

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

(1.10) Deductions

- (a) Deductions shall be made only in the conditions and circumstances relating to the payment of dues laid down by the Constitution and By-laws of the Union, together with the provisions of this Agreement and the provisions of the Memorandum of Understanding (Union Dues Deductions), a supplement to this Agreement.
- (b) The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the Local.

(1.11) Indemnification

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as Union initiation fee and membership dues from employees' wages, or by the Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental Unemployment Benefit Plan.

(1.12) Memorandum Of Understanding Union Dues Deductions

This Memorandum of Understanding between FCA Canada Inc. for its Etobicoke Casting Plant, Windsor Assembly Plant, Grand Marais Road Facility and Brampton Assembly Plant (hereinafter referred to as the "Company") and the Union Of Canada (Unifor) for its Local Unions No. 1459, 1285 and 1498 (hereinafter referred to as the "Union") supplements the current Office and Clerical and Engineering Agreement.

WHEREAS, the Company and the Union wish to set forth certain understandings with respect to the deduction and remittance of Union membership dues (which term, as used

RECOGNITION

herein, shall include, where appropriate, Union initiation fees);

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

(a) Time of Deductions.

(i) The initiation fee will be deducted from the pay of an employee at any time within thirty (30) days after the employee becomes a member of the Union as provided in Section (1.8) of the above-mentioned Office and Clerical and Engineering Agreement. (ii) Check-Off deductions for Union membership dues will begin in the month in which the employee becomes a member of the Union. Thereafter, in each succeeding month, Union membership dues then due and owing will be deducted in the calendar month.

(b) Pay Periods In Which Deductions Are Made.

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

(c) Other Dues Deductions.

If an employee does not have sufficient net earnings in a pay period in a calendar month for the deduction of dues as provided in Paragraph (b) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings to cover such deduction, and provided the designated financial officer of the Local Union gives notice in writing to the Salary Payroll Department, specifying the employee, the employee's master number, the amount to be deducted and the month or months for which the deductions are to be made. The designated financial officer of the Union

RECOGNITION

may submit a similar notice in writing specifying the employee and the month or months for which it is certified (i) that the employee did not earn forty (40) hours pay in the specified month but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay for that month, and (ii) that Union membership dues were due and owing for that month and were not paid. Union membership dues deductions as per the Constitution may be established as dues for such employee and will be deducted from a subsequent Regular Supplemental Unemployment Benefit cheque issued to such employee for a pay period ending in the month the notice in writing is received, but not thereafter, or at the option of the designated financial officer, will be deducted from the regular pay of such employee in a subsequent pay period ending in the month in which the notice in writing is received, provided the employee has sufficient net earnings to cover such deduction, but not thereafter.

(d) Refunds.

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

(e) Remittance Of Dues To Financial Officer.

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

(f) Disputes Concerning Check-Off.

Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any provision respecting Check-Off shall be matter for the grievance

RECOGNITION

procedure and shall be submitted direct to the Impartial Chairperson.

(g) Limit of Company's Liability.

The Company shall not be liable to the National Union or its Locals by reason of the requirements of the Office and Clerical and Engineering Agreement of this Memorandum of Understanding for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

(h) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the Salaried Labour Relations Specialist and the President of the Local Union and if not resolved may be submitted directly to the Impartial Chairperson through the grievance procedure. (c08)

(1.13) Excluded Jobs

During these negotiations the parties discussed at great length Union claims of jobs which may be excluded from a bargaining unit under Schedule "A" of the Collective Agreement.

The parties agree the Union may request information relevant to a job, supervisor or employee so that it may conclude its investigation of the claim. The Company will provide such relevant information and its position on the matter within 30 days. The Union and the Corporation will meet as necessary and attempt to resolve any remaining disputes between them.

Within 30 days after receipt by the Union of the information and positions provided by the Company, the Union shall submit any unresolved claim directly to Step 3 – Appeal to Appeal Board of the Grievance procedure. The parties reaffirm the provisions of O. C. & E. Section (3.11) Finality of Decisions in connection with this procedure.

RECOGNITION

(1.15) Non-Represented Positions

During the course of the Office and Clerical and Engineering negotiations the Union requested the Company to notify the Local Unit President and the Salary Bargaining Unit Chairperson when the Company intends to establish new non-represented positions.

The Company will arrange a meeting to explain the duties and responsibilities of any newly created position not included in a bargaining unit. Such meeting shall be between two representatives of the Company (the Manager of Salary Personnel Administration and the Salary Labour Relations Specialist) and two members of the Unit. The parties may agree that a third representative of the Union and/or Company may attend the meeting.

If the Unit President and the Salary Bargaining Unit Chairperson is not satisfied with the results of the meeting the Unit President may refer the matter to the Second Step of the Grievance Procedure. (c02, c16)

(1.16) Non-Bargaining Unit Employees Performing Bargaining Unit Work

During our recent negotiations, the Union requested a statement from Management relative to the Company's practices and policies in connection with the performance of work by supervisors and excluded personnel normally performed by represented general salaried employees now included in the bargaining units. To that end, the Company does not intend that supervisors or excluded personnel will perform the work regularly done by employees in the bargaining unit.

It is understood that the provisions of this letter are not intended to alter or limit normal working relationships nor is it intended that the provisions hereof be construed to affect the composition of the bargaining unit.

Certain misunderstandings have occurred in the past with respect to this matter. In order to reduce to a minimum any misunderstanding in this regard in the future, all alleged

RECOGNITION

departures from this policy shall immediately be taken up in the following order:

1. With the supervisor involved.
2. With the Salaried Labour Relations Department, if necessary.

In the event the complaint is not resolved to the Union's satisfaction, they may present such complaint in the grievance procedure.

(1.17) Union Bulletin Boards

(a) Placing of Bulletin Boards

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

- (1) Notices of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.
- (5) Notices of General Health and Safety matters that are educational or informational, provided such notices have prior approval for posting by the Union Member of the Local Joint Health and Safety Committee.

(b) Limit on Use of Bulletin Board

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

(1.18) Withdrawal of Demands and Separability of Provisions

(a) Withdrawal of Demands

This Agreement replaces all previous Agreements between the parties.

Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other

RECOGNITION

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

(b) Separability of Provisions

- (i) In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.
- (ii) Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

(1.19) Termination and Modification

This Agreement shall continue in full force and effect until 11:59 p.m., September 20, 2026 or until the end of the last

RECOGNITION

regularly scheduled shift beginning prior to 11:59 p.m. September 20, 2026 whichever is later.

- (a) If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to September 20, 2026 give written notice of its intention as provided in Section (1.20). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 p.m. September 20, 2026.
- (b) If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 p.m. September 20, 2026, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 20, 2026, of any subsequent year. (c05, c08, c12, c16, c20, c23)

(1.20) Notice

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to Unifor, 205 Placer Court, Toronto, Ontario M2H 3H9 or to such other address as Unifor shall furnish to the Corporation, in writing, and if to the Corporation, addressed to FCA Canada Inc., P.O. Box 1621, Windsor, Ontario, N9A 4H6, attention, Human Resources Department, or to such other address as FCA Canada Inc. shall furnish to Unifor, in writing.

UNIFOR

RECOGNITION

Unifor

Lana Payne
Dino Chiodo
Steve Morash
Frank Serravalle
Monica Ross
Mark Sementilli
Vito Beato
Brian Cuthbert
Patrick Derian

FCA Canada Inc.

Jacqueline Oliva
Paola Mazzorini
Richelle Coffey
Rob Perryman
Jessica Keran
Diana Sabatino-Fischetti

REPRESENTATION

(2.1) Number of Districts

The number of districts in each office shall be the present number, unless the number is increased or decreased by agreement between Management and the Union. Management and the Union may redistrict the office from time to time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this Section of the Agreement.

(2.2) Committeepersons

- (a) In each district employees in the district shall be represented by one Committeeperson or when the Committeeperson is absent from the office a permanent Alternate Committeeperson who in each case shall be a regular employee on the active roll having seniority and working in the district. The Unit President shall notify the Labour Relations Officer Department in writing of the name of the Alternate Committeeperson. The Alternate Committee-person shall function when the Committeeperson is absent from the office. During overtime periods or weekend work the Committeeperson or if the Committeeperson is not working, the permanent Alternate Committeeperson shall be scheduled to work as long as there is work scheduled in the district the Alternate Committeeperson can do and any respective constituents are working. The Committeeperson will be notified of overtime or weekend work as far in advance as the circumstances in each case permit. The Committeeperson will, upon request, be advised of the nature of the scheduled work.
- (b) Paragraph (a) is intended to provide the Committeeperson with the opportunity to represent employees in the district, provided the Committeeperson

REPRESENTATION

has the ability to perform the available work in a reasonably adequate manner.

- (c) The employees on the second shift may choose a Committeeperson who will represent all of the employees on that shift. The employees on the third shift may choose a Committeeperson who will represent all of the employees on that shift. Management and the Union may provide for additional Committeepersons on the second and third shifts because of increased employment on these shifts or where the employees are in widely separated areas.
- (d) Committeepersons during their working hours, without loss of time or pay, may in accordance with the terms of this Section, present grievances to the management representatives and investigate grievances after first obtaining permission of their Supervisor to do so. The Supervisor will grant permission to Committeepersons to leave their work for these purposes. The privilege of Committeepersons to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the Committeepersons will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein.

(2.3) Consultation Conferences

- (a) Regular conferences will be arranged between the Unit President and the Labour Relations Department on an as required basis, but not less than every two months by either party. An agenda on work place matters, will be provided on the day proceeding the meeting.
- (b) Special conferences for workplace matters may be arranged between representatives of the Unit and Labour Relations. It is understood that special conferences will not be requested in order to circumvent the grievance procedure. Such meetings shall be between two representatives of the Corporation Company and two representatives of the Unit, one of whom shall be the Unit President, provided, however, that at the request of either party, there may be a third representative of the

REPRESENTATION

Corporation Company and/or the Union. The third Union member at such conferences shall be an officer of the Local Union. By agreement between the parties, additional representatives of the Company and/or the Union, one of whom may be a representative of the National Union, may attend conferences under this Section. Arrangements for such special conferences shall be made in advance by the submission of a written agenda setting forth in reasonable detail the nature of the matters to be taken up at the meeting, and the names of the representatives of the Union who will attend, shall be presented to the Labour Relations Supervisor at the time the conference is requested. In the event a dispute arises between the parties as to the propriety of arranging the date and time or the additional representatives attending a special conference, such disputes will be referred to Staff Labour Relations and the National Union. Matters taken up in special conferences shall be confined to those included on the agenda.

- (c) The Union representatives may meet at a place in the office designated by Management for one-half (1/2) hour immediately preceding a special conference. Members of the Union if working in the office in which such a meeting is held, shall not lose time or pay for time spent in such special conferences. If one of the members of the Union who attend such meetings is the Unit President, the Unit President shall not lose time or pay for time spent in such special conference.
- (d) In the event an annual meeting is requested pursuant to Section (2.7) Consultation Conferences of the Production and Maintenance Agreement, appropriate Office and Clerical representatives will be invited to attend.

(2.4) Benefit Plans Representative

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

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

REPRESENTATION

Appoint one (1) Part-Time Salary Benefit Plans Representative, who shall be a regular salary employee on the active roll having seniority and working in the Windsor area offices. Such representatives shall function only so long as the number of represented employees on the active roll at those locations listed above remains at 51 employees or more. A Benefit Plans Representative shall be allowed up to a maximum of eight (8) hours per week without loss of pay for time spent in handling such benefit matters.

Such aforementioned agreement is subject to the following conditions:

- (a) If the Benefit Plans Representative wishes to leave work to handle one of the aforesated matters for an employee the Benefit Plans Representative shall so advise supervision and report to supervision after having disposed of the matter. Before talking to the employee, the Benefit Plans Representative shall also make prior arrangements with the employee's supervisor to do so, who will make arrangements for the Benefit Plans Representative to speak to the employee. The Benefit Plans Representative shall keep a daily log of such visits, noting destination and arrival and departure times. Such log will be submitted to supervision upon request.
- (b) The Benefit Plans Representative shall be restricted to non premium hours in handling such benefit matters and the time spent on them shall be compensated at the Benefit Plans Representative's regular salary rate.
- (c) The privilege of the Benefit Plans Representative to leave work during regular working hours without loss of pay is subject to the condition that the time will be devoted to the prompt handling of benefit matters and will not be abused, and that the Benefit Plans Representative will perform assigned work at all times, except when necessary to leave work to handle matters as provided herein.

REPRESENTATION

- (d) Notwithstanding the Benefit Plans Representative's position on the seniority list, the Benefit Plans Representative shall in the event of a temporary layoff or an indefinite layoff be continued at work at all times when one or more departments or fractions thereof, of the Local, are at work, provided the Benefit Plans Representative has the ability to perform the work being done at the time.
- (e) If the Company believes that the Benefit Plans Representative is abusing any of the provisions hereof, it may upon thirty (30) days' written notice to the National Union terminate this arrangement.

The Benefit Plans Representative shall perform only the duties of Union representatives as expressly set forth in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other salary Union representatives in the offices shall not participate in benefit plan matters except as any of them has been designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan.

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

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

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

REPRESENTATION

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

It was agreed the alternate will function when the Benefit Plans Representative is absent in excess of one day or more. Functioning as the alternate may occur only if the Benefit Plans Representative has not already functioned for the eight (8) hours a week maximum and has provided management with advance notification of his/her absence. (c02)

(2.5) Unifor National Employment Equity Coordinator

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

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

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

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

Workplace Management will cooperate in this regard and may meet with the Coordinator and the Local Employment Equity Committee to discuss recommendations. The

REPRESENTATION

Coordinator may visit all plants and offices, and access will be provided upon reasonable notice.

(2.6) National Representative

During our recent contract negotiations, Subsections (3.2) Step 2 (f) and (3.2) Step 3 (a) of the Office and Clerical and Engineering Agreement were amended to provide that after the final second step answer, grievances will be referred to the National President or a designated representative for further action.

During these discussions your Union explained that in some cases the thirty (30) day period for appeal of grievances to the Appeal Board may be insufficient for a proper review. This could lead to the appeal of grievances which would not otherwise be appealed if an extension of the time limit could be obtained. In addition, we discussed a procedure permitting the National President or a designated representative to withdraw a grievance without prejudice.

In the interest of providing the National President sufficient time to review a grievance prior to its appeal to the Appeal Board, we will make arrangements whereby the National President may obtain an extension of the time to appeal a grievance involving a matter within the power and authority of the Appeal Board up to a maximum of thirty (30) days. Such requests shall be made in writing to the Staff Labour Relations Department.

We will also make arrangements for the National President or a designated representative to withdraw without prejudice any such grievance. Requests for withdrawal of a grievance without prejudice shall be made in writing to the Staff Labour Relations Department. All financial liability on any grievance so withdrawn shall be cancelled. If the grievance is reinstated in the grievance procedure, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within ninety (90) days from the date of withdrawal, it shall not be reinstated.

The Company may suspend or terminate all or part of the provisions of this letter by giving ten (10) days' written notice to the National Union.

(2.7) Health and Safety Representative

The Company agrees to establish a Local Joint Committee on Health and Safety for the Windsor Area office consisting of two (2) Committee members appointed by management and two (2) Committee members appointed by the Unifor President of the National Union, who will be referred to as the first and second members of the Committee. The first members will serve as co-chairmen/women of the Local Joint Committee on Health and Safety.

The Unifor President of the National Union shall advise the Corporate Labour Relations Staff, in writing, of the appointee. No Union member shall function as such until the Company is so advised. The maximum number of hours per week in which the first Union member may perform Health and Safety functions shall be eight (8) hours per week.

The second Union member of the Local Joint Committee on Health and Safety shall function as prescribed by Legislation. The rights and duties of the Health and Safety Representative/Committee will parallel those found in the Production and Maintenance Memorandum of Understanding Health and Safety based on the past practices and amicable arrangements reached in the Office, Clerical and Engineering workplace.

(2.8) Alternate Health and Safety Representative

During negotiations the parties discussed an alternate Health and Safety Representative for office workers.

It was agreed the alternate will serve as the second Union member of the Health and Safety Committee. The alternate will function in the event that the Health and Safety Representative is absent for one day or more. It is further agreed that the alternate as a member of the Health and Safety Committee may function only if the Health and Safety Representative has not already functioned for the eight (8) hours a week maximum and has provided management with advance notification of his/her absence. It is understood the alternate will be designated as the regular replacement for the Health and Safety Rep. by the National Union and may

REPRESENTATION

only function after management has received notification of his/her identity in writing.

At the earliest opportunity arrangements will be made to train the alternate by attending a 40 hour Journeyperson Health and Safety Training Course.

It is further understood the alternate will be entitled to Joint Health and Safety Committee Training when the subject matter is suitable for the requirements of the office Health and Safety Committee.

GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

(3.1) Time of Answers

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

- (a) By the Department Head within three (3) working days,
- (b) By the Labour Relations Supervisor within seven (7) working days from the date of the meeting at which the grievance was discussed. These time limits may be extended at any time by agreement between the Company and the Union.

(3.2) Presenting a Grievance

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

Step 1

- (a) The employee or one designated member of a group of employees may arrange an appointment to take the grievance up with the employee's Supervisor or after obtaining permission from the employee's Supervisor, submit the grievance to the Committeeperson for that shift.
- (b) The Committeeperson shall, after having arranged the appointment, leave work and discuss the grievance with the Supervisor.
- (c) If the matter is not disposed of verbally, the Committeeperson shall, after having arranged an appointment, leave work and discuss the grievance with the Department Head, or a designated representative.
- (d) If the Committeeperson is unable to dispose of the grievance with the Supervisor or Department Head, the Committeeperson may then refer it to the Unit President who may, after having arranged an appointment, leave work to discuss the grievance with the Department Head, or a designated representative.
- (e) If the matter is thereby not disposed of, it will be

GRIEVANCE PROCEDURE

submitted in written form by the Committee person to the Department Head, or a designated representative. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify the employee or employees involved by name, insofar as diligent effort will allow, and the provisions of this Agreement, if any, that the Union claims the Company has violated.

- (f) The Department Head's answer shall set forth the facts taken into account in answering the grievance.

Step 2

- (a) If the Department Head or a designated representative's answer is not satisfactory, the grievance may be referred to the Unit President who may submit the appeal on an agenda to the Labour Relations Supervisor. A meeting between two representatives of the Union and two representatives of Management, one of whom may be the Department Head, will be arranged, to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Labour Relations Supervisor. Any claim of discrimination appealed to Step 2 of the procedure shall contain a full statement of the facts which give rise to the claim and the specific reason or reasons why the employee or employees believes they have been discriminated against. If a grievance involves the continuing refusal of Management to return an employee to work from a sick leave of absence, where the employee's personal physician has found, contrary to findings of a physician or physicians acting for the Company, that the employee is able to do a job to which the employee's seniority entitles the employee, such grievance may be presented directly to the Labour Relations Supervisor as part of the Second Step agenda.
- (b) At such meeting each party, after diligent investigation, will endeavor in good faith to furnish the other all facts and information then available, with respect to the grievance.
- (c) The Union representatives may meet at a place

GRIEVANCE PROCEDURE

designated by Management on Company property for one-half (1/2) hour immediately preceding a meeting with the two representatives of management for which a written request has been made.

- (d) One of the two Union representatives provided the representative works in the Office at which the grievance arose or is the Unit President, shall be allowed time off the job without loss of time or pay to investigate a grievance which the Unit President has discussed or is to discuss with the Labour Relations Supervisor. The representative's Supervisor will grant permission to leave work for this purpose.
- (e) In addition to the two (2) Union representatives specified in Section (3.2) Step 2 (a), the Local Union President or, if absent, the Local Union Vice-President, and the National President of the Union, or his regularly designated representative, will be permitted, upon proper notice to the Management concerned, to attend the scheduled grievance meeting provided for in this Section (3.2) Step 2.
- (f) If the two representatives of Management and the two representatives of the Union do not dispose of the matter, the Labour Relations Supervisor or a designated representative shall prepare an answer setting forth the facts and arguments in support of the answer.
A copy of such answer will be given to the Unit of the Local Union, and copies of both the 1st and 2nd step answers and the grievance will be sent to the National Union.

Step 3 — Appeal to Appeal Board

- (a) After receiving the answer of the Labour Relations Supervisor, or a designated representative, the National Union representative will review the matter. If it is one on which the Appeal Board has power and authority to rule, and if it merits appeal, the National Union representative shall refer the matter within thirty (30) days of the answer of the Labour Relations Supervisor or a designated representative, to the Appeal Board.

GRIEVANCE PROCEDURE

If a grievance does not involve a matter within the power and authority of the Appeal Board, it will be referred back to the Local Union.

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

(3.3) Membership of Appeal Board

- (a) The Appeal Board shall consist of two executives of the Company and two official representatives of the National Union, and, when necessary, an Impartial Chairperson. The Union and Company representatives of the Appeal Board shall attempt to settle all grievances properly referred to the Board.
- (b) In addition to the two executives of the Company and two official representatives of the National Union as specified in Subsection (a), upon prior notice to the Company or the Union as the case may be, a Local Union officer or a representative of the office Management may attend Appeal Board meetings. The Appeal Board members may mutually agree to hold a meeting at the office to discuss a grievance and the Union President, at the request of the Union members of the Appeal Board, may attend such meeting. Those in attendance under Subsection (b) shall not be considered a member of the Appeal Board as specified in Subsection (a).
- (c) In the event that they are unable to settle a matter, it

GRIEVANCE PROCEDURE

shall be determined by decision of an Impartial Chairperson selected by the parties, or in the event they cannot agree upon an Impartial Chairperson within five (5) days, by an Impartial Chairperson selected by the Ministry of Labour for Ontario and not by majority vote of the Board.

- (d) Any Impartial Chairperson selected shall have only the functions herein. The fees and approved expenses of an Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

(3.4) Authority of Appeal Board

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

- (a) Matters involving the correctness of the classification of employees, and in any such case the absence of a classification requested in a grievance from the list of classifications authorized for use at the office at which the grievance arose shall not preclude the application of the requested classification provided the requested classification is an established salaried classification under this Agreement, and provided further that the requested classification is a proper classification on the basis of the work performed, and
- (b) Applying and interpreting the provisions of this Agreement and written memoranda and letters of understanding between the Company and the National Union that relate to and supplement the terms of this Agreement, and
- (c) In proper cases, modifying penalties assessed by Management in disciplinary discharges and layoffs.

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

GRIEVANCE PROCEDURE

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

(3.5) Time of Appeals

- (a) Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure within five (5) working days after such answer or a grievance not appealed to the Appeal Board within thirty (30) days after the answer of the Labour Relations Supervisor or a designated representative shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at that or another office.
- (b) A grievance may be withdrawn without prejudice by mutual agreement of the parties and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, financial liability, if any, shall date only from the date of such reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, it shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

(3.6) Time Limit on Claims

- (a) No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union, against the Company shall be valid for a period prior to the date the grievance was first filed in writing or the date, if any, that the grievance asserts (and the Supervisor acknowledges) the specific claim of back wages was orally discussed with the Supervisor in the First Step of the Grievance Procedure, whichever date is earlier, unless the circumstances of the case made it impossible for the employee, or for the Union as the

GRIEVANCE PROCEDURE

case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the applicable starting date as set forth above.

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

(3.7) Payment of Back Pay Claims

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

(3.8) Computation of Back Wages

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

GRIEVANCE PROCEDURE

- (a) Any unemployment compensation or supplemental unemployment benefit received, in which case the Company will pay to the appropriate agency the amount of the unemployment compensation received in order to restore the employee's entitlements for unemployment compensation benefits, provided the employee authorizes such payment if authorization is required; also, the employee's entitlement for supplemental unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and
- (b) Compensation for personal services that the employee was not receiving when the employee last worked for the Company. However, wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted. The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

(3.9) Retroactive Adjustments

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

(3.10) Withdrawal of Cases

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

(3.11) Finality of Decisions

There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its

GRIEVANCE PROCEDURE

members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labour Board from a decision of an Appeal Board.

(3.12) Appeal for Interpretation

Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Appeal Board as provided in Section (3.2) Step 3.

(3.13) Law Suits

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

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

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

GRIEVANCE PROCEDURE

(3.14) Maintenance of Discipline

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

(3.15) Notice of Suspension, Disciplinary Layoff or Discharge

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

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

(3.16) Union Representation

The employee may ask to discuss any suspension, disciplinary layoff or discharge with the Committeeperson for the district, on the shift to which the employee is assigned and Management will designate an office where they may do so before the employee is required to leave the office. Upon request, the employee's supervisor or other designated representative of Management will discuss the suspension, disciplinary layoff or discharge with the employee and the Committeeperson, on the shift to which the employee is assigned. In proper cases, exceptions shall be made.

(3.17) Appeal of Discharge

Should the discharged employee or the Committeeperson consider the discharge to be improper, a complaint shall be presented in writing through the Committeeperson to Salary

GRIEVANCE PROCEDURE

Labour Relations within two (2) regularly scheduled working days after the discharge. Management will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. Management is authorized to settle such matters. If the decision is not satisfactory to the Union, it shall refer the matter directly to the third step of the grievance procedure within five (5) working days after receiving the answer.

(3.18) Use of Past Record

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an employee for falsification of the employee's application after a period of twelve (12) months from the date of hire.

(3.19) Grievance Procedure - Timing

Both the Company and the Union acknowledge that the purpose and intent of the grievance procedure is to assure the prompt, fair and orderly resolution of grievances.

In the negotiations leading to the current Agreement, we assured the Union of our desire that each grievance receive prompt, fair and objective consideration. Similarly, the Union assured the Company that it will make a sincere effort to see that grievances are processed without undue delay.

To encourage the prompt handling of grievances, it is agreed that if the Union has not requested a Step 2 Meeting with Management on a grievance within a reasonable time after its appeal from the previous Step, the appropriate Management representative shall advise the Union in writing of its wish to have a Step 2 Meeting on that grievance. If the Union fails to arrange a meeting to discuss the grievance within seven (7) working days from the date of Management's letter, Staff Labour Relations will discuss the matter with the National Union, which in turn, will take appropriate action to ensure a Step 2 Meeting.

GRIEVANCE PROCEDURE

If the Union claims Management is unwilling to meet on a grievance in Step 2 of the grievance procedure within a reasonable time after its timely appeal, it will request a meeting in writing. If Management fails to schedule a meeting in response thereto, within seven (7) working days, the National Union will discuss the matter with Staff Labour Relations, which in turn, will take appropriate action to ensure a Step 2 Meeting.

The parties also discussed the problems that arise from the submission of arbitrable grievances with insufficient information and the insufficient exchange of information in Step 2 of the grievance procedure.

On a trial basis, all offices will use the approved grievance procedure checklist for arbitrable grievances. After a reasonable period of time, the procedure will be evaluated to determine its effectiveness in assisting the parties in resolving grievances.

The Unit President shall initiate and complete the checklist in the Step 2 Meeting and Management shall cooperate in its completion. The completed checklist will be forwarded to the National President with the grievance and answers as provided for in Section (3.2) Step 2 (f) of the Agreement.

It is understood and agreed that the checklist shall be used without prejudice to either party and will not be used or referred to in any arbitration proceeding.

(3.20) Grievances Disciplinary Action

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

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may

GRIEVANCE PROCEDURE

excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

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

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

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

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

GRIEVANCE PROCEDURE

any obligation under this Letter Agreement at the office where the abuse occurred.

(3.21) Restricted Areas - Grievance Investigation

If, in connection with the investigation of a grievance under the Office and Clerical and Engineering Agreement, a dispute arises concerning access by a Committeeperson to an area that is restricted for security reasons or in which employees are not members of a bargaining unit, the Committeeperson shall refer the matter to the Unit President. The Unit President may discuss the matter with the Labour Relations Supervisor at the office. If the dispute is not satisfactorily resolved, it may be referred to Staff Labour Relations and the National Union.

If, in connection with the investigation of a grievance at Step 2 of the grievance procedure, by one of the two Union representatives specified in Section (3.2) Step 2 (d) in said Agreement, a dispute arises concerning access by such representative to an area restricted for security reasons or in which employees are not members of a bargaining unit, the Unit President may discuss the matter with the Labour Relations Supervisor at the office. If the dispute is not satisfactorily resolved, it may be referred to Staff Labour Relations and the National Union.

SALARY CONTINUATION PLAN

SALARY CONTINUATION PLAN

(4.1) Purpose

This Salary Continuation Plan, Sections (4.1) through (4.8) provides for salary payments for absence due to personal injury or sickness. It is not the purpose to establish or sanction an annual period of absence to which an employee is entitled.

(4.2) Employees Covered

Employee means a salaried employee in a bargaining unit covered by the collective bargaining agreement of which this Plan is a part.

(4.3) Disability Absence

Necessary absence from work due to personal injury or sickness for at least the number of days required for Disability Benefits to become payable is referred to in this Plan as Disability Absence. The injury or sickness may be either occupational or non-occupational.

This Plan does not cover absences due to personal injury or sickness for fewer days than are required for Disability Benefits to become payable. The Company at its discretion will make salary payments for these latter absences outside this Plan in conformance with the Letter of Understanding concerning casual absences which is attached to this Agreement.

(4.4) Disability Benefits

Disability Benefits means the benefits payable to the employee (to compensate for loss of working time) due to injury, sickness or other disability (whether occupational or non-occupational) under any group sickness and accident insurance policy held by the Company and/or under the laws of any jurisdiction providing for such benefits, by whatever name called, including any benefits (in excess of those actually payable) that would have been payable to the employee under any such policy or under such laws if the employee had duly complied with all the provisions thereof,

SALARY CONTINUATION PLAN

and, in the case of a group policy had been duly enrolled under such policy to the fullest extent for which the employee was eligible.

(4.5) Salary Continuation Payments

In case of a Disability Absence an employee will be paid for not longer than the Maximum Period salary payments which, together with Disability Benefits, will equal the full salary that the employee would have received if the Disability Absence had not occurred. Determination of the amount of these salary payments will be made upon a pay period basis.

(4.6) Maximum Period

The Maximum Period for each Disability Absence shall be determined at the beginning of such Disability Absence. The Maximum Period for any one Disability Absence is the number of days, based on the employee's continuous service, determined from the table below, reduced by the number of days for which the employee was paid for Disability Absences previously in the same calendar year. In no case may an employee receive payments in one calendar year for more than the number of days shown in the table as the Maximum Period. In addition, whenever an employee receives payments for the Maximum Period, the employee must work for at least thirty (30) days following the return before the employee will be eligible to receive any payments to which the employee may otherwise become entitled under this Plan. In addition, whenever the Disability Absence of an employee continues from one calendar year into another, the employee must work for at least thirty (30) days following the return before becoming eligible for a new Maximum Period, provided, however, an employee shall be eligible for a new Maximum Period, if the employee has not exhausted the Maximum Period to which the employee was eligible in the prior year and is again disabled as a result of an unrelated disability or of a complication of the prior disability as distinguished from a continuation of the prior disability and the employee is otherwise eligible for Disability Benefits before the employee has worked the required thirty (30) days.

SALARY CONTINUATION PLAN

Table of Maximum Periods

Continuous Service at Beginning of Disability Absence

Maximum Periods

Less than 90 days	Not covered by Plan
90 days but less than one year	10 working days
1 year but less than 2 years	20 working days
2 years but less than 5 years	40 working days
5 years but less than 10 years	60 working days
10 years but less than 20 years	70 working days
20 years or more	80 working days

(4.7) Proof of Disability

The Company reserves the right to require due proof of personal injury or sickness and all payments under this Plan are contingent on the furnishing of such proof when required.

(4.8) Modification or Rescission

This Plan shall remain in effect during the term of the collective bargaining agreement of which it is a part, except that the Company reserves the right to modify or rescind this Plan whenever any federal, provincial, or other law affecting employees of the Company and relating to benefits for injury or sickness is changed, if any such change would increase the obligation of the Company under this Plan.

(4.10) Salary Continuation - Notice of Layoff

The Union has raised a problem in the administration of the Salary Continuation Plan, i.e. where a disability starts after an employee has been notified of the last day to be worked and Salary Continuation payments cease as of this last scheduled work day.

The Company agrees to meet with representatives of the National Union to discuss and work out a solution on individual cases to the mutual satisfaction of both parties.

SALARY CONTINUATION PLAN

(4.11) Salary Continuation - 3-Day Back Up

In administering the Salary Continuation Plan, the Company will apply the following procedure:

In each case where a totally disabled employee sees a licensed physician during such disability, full salary will be paid to the employee under the Salary Continuation Plan for days not worked up to three working days (excluding Saturday and Sunday) that the employee lost immediately prior to becoming eligible for sickness and accident benefits. Sickness and accident benefits that the employee could have received had the employee complied with the Salary Continuation Plan will not be subtracted from the working days for which the employee received full pay as set forth above.

SENIORITY**(5.1) Probationary Employees**

- (a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days probationary period shall be accumulated within not more than one (1) year unless the employee is on the active roll, vacation, or temporary layoff wherein the probationary accumulation period will continue. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day the employee completed the probationary period or as calculated in (f) below.

The provisions of this Section shall not apply to temporary employees as defined in the Letter of Understanding "Temporary Hires".

- (b) There shall be no seniority among probationary employees.
- (c) An employee with seniority in one office of the Company who is hired as a new employee at another office of the Company will not be required to serve another probationary period but shall rank for seniority at the new office as of the date of entry into the new office.
- (d) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1.1) of this Agreement. Any claim made by a probationary employee that the layoff or discharge is not for cause, or discriminatory under Section (1.4), may be taken up as a grievance provided, however, that (i) the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees; and (ii) the Union shall upon filing a grievance concerning such an employee state in what respects the discharge is alleged to be arbitrary and, therefore, was not related to the employee's attitude, performance, conduct or potentiality as a satisfactory employee. The Appeal

SENIORITY

Board shall have jurisdiction over such case. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of a probationary period between the date of discharge and reinstatement.

- (e) Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the Committeeperson.
- (f) Probationary employees that are temporarily separated during their probationary period and are subsequently reinstated, shall be required to complete their 90 day probationary period, and upon doing so shall have a seniority date reflecting their date of hire with the corporation. It is understood that seniority will not accumulate during the time separated.

(5.2) Employee Defined

For the purpose of these Sections (5.1) through (5.9), (5.14), (6.1) through (6.3), (7.1) through (7.5), (8.1), (14.1) through (14.5), and (18.1), the word "employee" means an employee who has acquired seniority.

(5.3) Seniority Defined

Seniority shall be by department unless negotiated locally by division or occupational group. When departments are combined in a division or classifications are combined in an occupational group, the work shall be substantially similar.

(5.4) Seniority Lists

- (a) The seniority lists on the date of this Agreement show the names of all employees of the unit entitled to a ranking for seniority.
- (b) Management will keep the seniority lists up to date at all times, and whenever a Committeeperson shall raise a question of seniority, shall make the seniority list available for inspection for the purpose of settling the question. Management will provide corrected seniority lists to the President upon request.
- (c) In offices where such lists are typed three copies will be

SENIORITY

given to the Local Union or unit of an Amalgamated Local Union and will include the classifications of the employees on the list as of the date of the list. This will not require a change in any mutually satisfactory local practice now in effect and will not limit any local practice hereafter agreed upon.

- (d) The Unit President may request and Management will include on the seniority lists, a notation alongside an employee's name that the employee has seniority rights in another seniority group and, where feasible, seniority rights in another unit.

(5.5) Loss of Seniority

1. An employee's seniority rights and employment relationship shall terminate if:
 - (a) The employee quits.
 - (b) The employee is discharged and the discharge is not reversed through the grievance procedure.
 - (c) The employee is absent for five (5) days (scheduled Saturdays included) without notifying the office, unless, for a reason beyond the employee's control, the employee is unable to comply with such notice requirements. In proper cases, exceptions shall be made. After such absence Management will send written notification to the employee at the employee's last known address that the employee has lost seniority. Such notice will include the name of the person to contact at the office in the event the employee has evidence to establish a claim that the employee did in fact notify the office of the absence or evidence that the employee's is a proper case in which an exception should be made. Such notice will also advise of the right to union representation, upon request, while in the employment office. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 - (d) If the employee does not return to work when called. In proper cases, exceptions shall be made if the employee can satisfactorily substantiate and had promptly informed the office that for a reason beyond control the employee was unable to comply with such call to return. If the

SENIORITY

- disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (e) If the employee is laid off during the term of this Agreement for a continuous period equal to the seniority the employee had acquired at the time of such layoff period, or for five (5) years, whichever is longer.
 - (f) The employee receives permanent total disability benefits under a group insurance policy held by the Company. If the employee ceases to receive such benefits and is reemployed, the employee's seniority, including that which otherwise would have acquired during the period of disability, shall be restored.
 - (g) The employee retires or receives a pension under the Pension Plan of this Agreement. If the employee receives a pension for permanent total disability and is reemployed, the seniority including that which otherwise would have acquired during the period of disability, shall be restored.
 - (h) The employee accepts a Separation Payment under the Supplemental Unemployment Benefit Plan incorporated in this Agreement in which event the seniority shall be broken at any and all offices and locations of the Company as of the date the application for the Separation Payment was received by the Company.

2. In the event an employee loses seniority under Section (5.5) as a result of imprisonment for up to one year (1) in connection with an offence arising out of the operation of a motor vehicle, or for imprisonment up to 18 months in connection with operating a motor vehicle while impaired, the incarceration shall be considered a proper exception under the provisions governing loss of seniority and the seniority shall be reinstated. (c02)

(5.6) Seniority of Committeepersons

Notwithstanding their position on the seniority list, Committeepersons shall, in the event of a layoff, or temporary adjustment, be continued at work on their current classification as long as there is work being performed in their district which they have the ability to perform and any of their respective constituents still are at work, and shall be

SENIORITY

recalled to work after the layoff as soon as there is work being performed in their district which they have the ability to perform and any of their respective constituents have been recalled to work. During temporary adjustments, Committeepersons shall investigate and present only grievances that arise during such adjustment.

(5.7) Seniority of Officers

- (a) Notwithstanding their position on the seniority list, if they are working in the office, the President or Chairperson of the unit, Vice-President, Financial Secretary, Recording Secretary, three Trustees, Sergeant-at-Arms, Guide, Benefits Representative, Health & Safety Representative and Board Member-At-Large for the Engineers of a unit of 50 or more employees on the active payroll; in the event of an indefinite layoff and recall be continued at work in the order listed above at all times when one or more departments or fractions thereof are at work, provided that they have the ability to perform work being done at the time. It is understood that the Secretaries, Trustees, Sergeant-at-Arms, and Guides shall not participate in the grievance procedure.
- (b) Notwithstanding their position on the seniority list, if they are working in the office, the President or Chairperson of the unit, Vice President, Financial Secretary, Recording Secretary, three Trustees, Sergeant-at-arms, Board Member-at-Large for the Engineers, and Guide of a unit of less than 50 employees on the active payroll, in the event of an indefinite layoff and recall be continued at work in the order listed above at all times when one or more departments or fractions thereof are at work, provided they have the ability to perform work being done at the time.
- (c) Notwithstanding their position on the seniority list, if working in the office, the President of the Local Union or the Chairperson of the unit, the Engineering Member-At-Large, and the Benefit Representative of a unit of one or more employees on the active roll shall in the event of temporary layoff or temporary adjustment be continued at work at all times when one or more departments or fractions thereof are at work, provided each has the

ability to perform the work being done at the time. The Unit President or the Chairperson of the unit would be the last person affected in applying Sections (5.6) and (5.7). (c02)

(5.8) Medical Cases

- (a) When an employee's absence from work is due solely to a disability resulting from sickness or injury and due proof of disability is given to the office, the employee will be returned to work in accordance with the employee's seniority and these rules as nearly as may be as if the employee had not suffered a disability, provided the employee passes the required medical examination. If the disposition made as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the office with the Committeeperson or Unit President, and Management will arrange for the employee to do so. If a grievance on the matter is submitted, it may be referred to Step 2 of the grievance procedure. The Unit President may then take the grievance up with the Labour Relations Supervisor, or a designated representative. In proper cases, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the office physician with respect to determining the employee's ability to perform the duties of the available work to which the employee would be entitled by seniority. The selection of an independent physician by Management and the Local Union will be made within seven (7) working days from the date the matter was referred to the Labour Relations Supervisor or a designated representative. Costs will be paid by the Company. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on the employee by the Company physician, there shall be no retroactive pay. If the report or decision places work restrictions or limitations on the employee which are less than those previously placed on the employee by the Company physician, retroactive pay, if any, shall be limited to the period beginning with the day

SENIORITY

of the final examination by the independent physician and shall be calculated as provided in Section (3.8).

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

- (b) If an employee claims to be unable to perform the duties of the available work to which the employee would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the Company physician or physicians acting for the Company does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and Management within seven (7) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of the findings and conclusions. Costs of such examination shall be paid by the Company. The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

(5.9) Shift Preference Agreements

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

(5.10) Preferential Hires - Office or Plant Closure

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

The parties agree that in circumstances involving an Office or Plant closure exceptions will be made to the arrangements specified under Sections (6.2) and (6.3) of the Office and Clerical and Engineering Agreement such that employees who transfer to another location will receive an adjusted seniority date at the new location which will be the date that notice of

SENIORITY

closure was given to the Union. Employees would be canvassed for Preferential Hire considerations and offered the opportunity at any office or plant covered by the Office and Clerical and Engineering Agreement to which they would exercise hiring rights. As job opportunities occur at a receiving office or plant, employees will be contacted in seniority order and offered employment. Employment offers may be made prior to the actual office or plant closing. If an employee declines the employment opportunity, such employee shall be removed from the list for that office or plant after which the employee shall become eligible for normal preferential hire rights as specified under Sections (6.2) and (6.3). Such employees, when transferred to an opening at the new location, may displace employees hired at that location after the date the notice of closure was provided to the Union.

(5.11) Continuous Service

For the purposes of Section (13.1) and (4.6) of the Office and Clerical and Engineering Agreement only, an employee will be deemed to have "continuous service" unless:

- (a) the employee quits, and does not have seniority at another Company office;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) the employee is absent for five (5) days without notifying the office and the employee's seniority is not subsequently restored under Section (5.5) Paragraph (c) of this Agreement;
- (d) the employee does not return to work when called; unless the failure to return was due to accepting employment at other offices of the Company and refusing recall to the office from which the employee was laid off;
- (e) the employee loses seniority because the employee is laid off and not rehired by the Company for a continuous period equal to the seniority or continuous service the employee had acquired at the time of such layoff, or for five (5) years, whichever is longer, provided at the time the employee does not have seniority

SENIORITY

or is not working at another office of the Company;

- (f) the employee receives permanent total disability benefits under a group insurance policy held by the Company and does not return to work with restored seniority;
- (g) the employee retires or receives a pension under the Pension Plan of the Agreement and does not return to work with restored seniority.
- (h) the employee accepts a Separation Payment under the Supplemental Unemployment Benefit Plan or the employee accepts final payment for which the employee may be eligible under any other separation benefit plan.

Nothing in the foregoing paragraphs will be construed to break an employee's continuous service if such employee has not lost seniority at all offices of the Company.

It is understood that this Agreement will not serve as a basis for any retroactive adjustments of service dates for vacation or salary continuation purposes, and nothing in this Agreement will be used to prejudice either party with respect to their positions on layoff, recall or other seniority rights.

(5.12) Hiring Practice

In hiring new office, clerical and engineering employees it will be our practice to give serious consideration to the employment applications of qualified persons who have lost their seniority by reason of layoffs at offices of the Company.

(5.13) Correctional Services - Temporary Absence Program

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

SENIORITY

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

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

(5.14) Local Agreements

Local supplementary seniority agreements shall be subject to approval by the Staff Labour Relations Department of the Company and the National Union.

(5.15) Memorandum Of Understanding - Seniority Attainment

Memorandum of Understanding between FCA Canada and Unifor.

In interpreting Section (5.1) (a) of the current Office and Clerical and Engineering Agreement, a probationary employee acquires seniority at the completion of the employee's shift on the 90th day of employment, provided however:

1. If the employee works any part of the 90th day and is laid off on that day, the employee will be considered a seniority employee. If the employee is discharged before the end of the shift on the 90th day, the employee will be considered a probationary employee.
2. Days lost during the probationary period for the following reasons will not be considered as "days of employment".
 - a. Any period of five (5) or more consecutive normal days on which the employee does not work such as layoffs, temporary adjustments, non-occupational disability, or personal absence or any combination thereof.

SENIORITY

- b. All days lost due to a strike or other interference with operations whether authorized or not.
 - c. All days lost due to disciplinary layoff.
- The following information and illustrations are intended to assist the Office Labour Relations departments in applying the requirements of the Memorandum of Understanding between FCA Canada and Unifor, relative to Section (5.1) (a) of the current Office and Clerical and Engineering Agreement.

INFORMATION

1. When considering days of employment for the completion of an employee's probation period, all calendar days such as Saturdays, Sundays and holidays are counted as days of employment.
2. Casual absence is counted towards completion of the probationary period provided the absence is for less than five (5) consecutive normal working days.
3. Employees separated during their probationary periods for other reasons such as occupational disabilities arising out of their employment with the Company should be handled in accordance with other terms of the Agreement.

ILLUSTRATIONS

1. A probationary employee whose 90th day of employment falls on a holiday, or Saturday, or Sunday and fails to report for work within five (5) consecutive normal working days following the holiday, or Saturday, or Sunday. The employee is considered a probationary employee as of the last day worked.
2. An employee attains 89 days of employment on Wednesday, is subsequently absent for six (6) consecutive working days and is terminated. The

SENIORITY

- employee is considered a probationary employee as of the last day worked, Wednesday.
3. A probationary employee completes 89 days of employment on Wednesday, the day before a holiday. Upon return to work as scheduled on Friday, the employee will be considered a seniority employee as of the completion of the shift on Thursday, as though the employee had worked the day of the holiday.
 4. A probationary employee completes 89 days of employment on the day before an extended holiday period. Upon the return to work as scheduled following the holiday period, the employee will be considered a seniority employee as of the completion of the shift on the 90th day and will be considered to have seniority as of the holiday or holidays falling after the 90th day of employment.
 5. A probationary employee completes 89 days of employment on a Friday. Upon return to work on Monday, the employee will be considered a seniority employee as of the completion of the shift on the preceding Saturday, as though the employee had worked.
 6. An employee attains 89 days of employment on Wednesday, and is subsequently absent on Thursday, Friday, Saturday, Sunday and Monday. Since the absence was less than five (5) consecutive normal working days, upon return to work on the following Tuesday, the employee will be considered a seniority employee as of the preceding Thursday.
 7. An employee attains 89 days of employment on Wednesday, is subsequently absent for five (5) consecutive working days and reports for work on the sixth working day. The employee attains the 90th day of employment at the completion of the shift on Thursday, the sixth working day, and the employee's seniority date is adjusted accordingly.
 8. A probationary employee's 90th day of employment falls on a Saturday or Sunday. The employee is absent from work on the previous Friday, and Monday through Friday of the following work week. The employee reports for and commences work on the Monday

SENIORITY

following the absence. Since the employee was absent for five (5) or more consecutive normal working days, the employee is considered a seniority employee effective the Monday the employee returns to work and the seniority date is adjusted accordingly.

9. A probationary employee's 90th day of employment falls on Monday. On that Monday the Office is notified by the employee of illness. The employee reports to work on the following Monday. Since the absence was for five (5) or more consecutive working days, the employee is considered a probationary employee on the Monday the employee returns, and attains the 90th day at the completion of the shift that Monday and the seniority date is adjusted accordingly

LAYOFF AND RECALL

LAYOFF AND RECALL

(6.1) Layoff and Recall - Office and Clerical Employees Only

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

Temporary Adjustments

- (a) Temporary adjustments of the working force due to emergencies, material shortages, breakdown of equipment and conditions beyond the control of the Company may be made without the application of the layoff provisions of this Agreement. If such a temporary adjustment continues for more than five (5) working days, the Union may request the Company to adjust the working force according to seniority and the Company will do so within five (5) working days thereafter. During such adjustments, the Company will endeavor to give consideration to retaining senior employees when time and circumstances permit.

Indefinite Layoff

- (b) For the purposes of this section, the word "layoff" means an adjustment or reduction in the working force due to a decrease in the Company's business or change in operations but does not mean temporary adjustments of the working force due to emergencies, material shortages, breakdown of equipment or other conditions beyond the control of Management.
- (i) Probationary and temporary employees in the department affected will be laid off expeditiously consistent with the continuous efficient and orderly operation of the offices involved, provided that the laid off seniority employee who displaced the probationary or temporary employee has the ability to perform the duties of the employee displaced.
 - (ii) The junior employee in the classification

LAYOFF AND RECALL

affected (provided the employees remaining in the classification have the ability to perform the available work) shall displace the junior employee in a classification previously held by the affected employee provided such classification is not more than one salary grade below the present classification held by the affected employee.

- (iii) In the event the affected employee is unable to displace an employee as provided in (ii) above, the employee shall displace the junior employee in the grade which is one salary grade below the grade of the present classification held by the affected employee.
- (iv) In the event the affected employee is unable to displace an employee as provided in (iii) above, the employee shall displace the junior employee in the salary grade which is two salary grades below the salary grade held by the affected employee or, failing that, shall displace the junior employee in successively lower salary grades.
- (v) In the event the affected employee would incur a reduction in base weekly salary when exercising the rights set forth in (i), (ii), (iii) or (iv) above, the employee may elect to displace a junior employee on the highest grade previously held.
- (vi) In the event the employee is unable to displace an employee as provided in the above steps, and notwithstanding Section (e), the employee shall displace the employee in the bargaining unit with the least seniority doing work for which the employee is qualified pursuant to Section (d).
- (vii) In the event the affected employee does not displace an employee the employee shall be laid-off.
- (viii) An employee displaced under the foregoing procedure shall exercise the rights set forth in (ii), (iii), (iv), (v) and (vi) above.

Temporary Layoff

- (c) 1. Notwithstanding the provisions of Section (b) above, employees may be laid off for five (5) working days according to seniority by classification in the department provided the senior employees in each classification possess the ability to perform the work available. If such layoff exceeds five (5) working days the Union may request, in writing, the Company to adjust the working force according to the layoff procedure as set forth in Section (b) above. The Company shall then do so within five (5) working days thereafter unless such time shall be extended by mutual agreement. This provision relating to temporary layoffs is not applicable to temporary adjustments due to the conditions set forth in Section (a), Temporary Adjustments, but is applicable to a layoff which, in Management's judgment, is temporary in nature rather than permanent. If, in Management's judgment, the layoff is to be permanent in nature, the regular layoff provisions will be applicable.
2. Local Supplemental Seniority Agreements may provide that when there is a temporary layoff, employees on each shift in each classification and 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 may be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first provided that the employees remaining at work have the ability to perform the available work without break-in. Employees 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

LAYOFF AND RECALL

the available work will be permitted to do so in the same seniority order up to the number of employees required. Employees laid off under this Subsection (c) 2 (iii) shall not be eligible for placement in other plants of the Company pursuant to Section (6.2) Work Opportunity for Laid Off Employees.

- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (c) 2. (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 originally scheduled date will displace the junior employee on the shift in the classification in the department.
- (v) (1) If it becomes necessary to recall employees laid off under Subsection (c) 2. (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 the department on the affected shift and classification being recalled first.
(2) If after employees are laid off under Subsection (c) 2. (iii), it is determined in a department that the layoff will be extended for an indefinite period of time, the work force in the department including those employees on layoff will be adjusted within ten (10) working days thereafter in accordance with Section (6.1)(b), Layoff Procedure — Indefinite Layoffs.
- (vi) If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union, Management will consider employees on all shifts in a department as being on one shift for purposes of Subsection (c) 2. (iii). In a temporary layoff of such expected duration, the Local Union may request Management to waive the Temporary Layoff provisions set forth in Subsection (c) 2. (iii) and Management will reduce the working force

LAYOFF AND RECALL

according to the Indefinite Layoff provisions as set forth in Section (6.1)(b). Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

Layoff Application

- (d) In order to displace an employee under any of the provisions of Section (b) above, the employee must possess the qualifications required by the Company to perform the duties of the employee the employee displaced.
- (e) The Company shall not be required to promote an employee at the time of layoff unless the employee has previously satisfactorily performed the higher-paid job and is able to do the work.
- (f) When there is an increase in working force, laid off employees will be recalled according to seniority provided they possess the ability to perform the available work. In no case will the Company be required to promote an employee at the time of recall unless the employee has previously satisfactorily performed the higher-paid job and has the qualifications to perform the duties of the higher-paid job.
- (g) "Junior employee" as used in Section (b) (iii) and (b) (iv) means the employee in the applicable grade with the least seniority. In the event the affected employee is unable to displace the "junior employee" because the employee does not meet the requirements of Section (d), the employee may, subject to seniority, displace the lowest seniority employee in the grade on a job with respect to which the employee meets the requirements of Section (d). "Junior employee" as used in Section (b) other than (iii) and (iv) means the employee in the classification, salary grade, department or bargaining unit, as the case may be, who has the least seniority. For the purpose of this Section, "classification previously held" means a classification appearing on the employee's employment history record.
- (h) When reasonably practicable, the Company will give forty-eight (48) hours' notice of layoff as herein before defined to employees at work and to the

LAYOFF AND RECALL

Committeeperson in the jurisdiction where the layoff is effective.

(6.2) Work Opportunity for Laid Off Employees

- (a) Management agrees that employees currently at work will be considered for promotion under the appropriate section of the Collective Agreement prior to offering work to a laid-off employee.
- (b) Management agrees that in employing new people it will so far as reasonably practicable give work opportunity to employees who are at the time on indefinite layoff and are not expected to be returned to work in their unit.
- (c) To employees of other units covered by this Agreement. Such employees shall rank for seniority as of date of entry in the unit. In the placement of such laid off employees, the Company has and will continue to emphasize the placement of such laid off employees consistent with their corporate service, experience, ability and performance. If, in the placement of employees pursuant to this Subsection, the National Union has a question concerning the placement of any such employee, it may discuss the matter with Staff Labour Relations.
- (d) An employee accepting work under Subsection (c) shall retain any rights accrued for purposes of holidays, vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

(6.3) Offer of Work Under S.U.B.P.

- (a) Notwithstanding any provision of this Agreement to the contrary, the Company shall have the right to offer an employee on indefinite layoff available work in any office of the Company. For the purposes of this Section only, available work includes open jobs and work being performed by probationary employees who may be displaced.
- (b) An employee who refuses an offer of available work under this Section shall not, by such refusal, lose the right of recall to the office from which the employee was laid off.

LAYOFF AND RECALL

- (c) An employee who accepts available work at another office shall be a new employee in the office in which the employee accepts such work. On being recalled to the former office, the employee shall have full seniority rights with accumulated seniority but shall have no seniority rights in the office from which the employee was recalled. (c08)

(6.4) Layoff Notification

During our recent contract negotiations the Union claimed that problems are at times created when numbers of salaried bargaining unit employees are laid off at the same time with a minimum of advance notice to the Local Unit President.

The Company responded that before the layoff date for a group of bargaining unit employees occurs, and movement of such employees from one department to another will be the result, the Company will make a good faith effort to give as much advance notice as possible of such layoff to the Unit President of the affected unit. Upon request by the Union to the Labour Relations Supervisor, local Management will discuss the displacement of employees resulting from such layoff with the Unit President. (c08)

(6.5) Down Weeks

During recent negotiations the Union expressed the view that where, because of lack of business, all or substantially all of the operations of an office are temporarily discontinued for a work week, the Company in some instances lays off salaried employees when it could possibly provide work for them.

When, because of lack of business, an office schedules a temporary discontinuance, or shutdown, of all or substantially all of its operations for a period of not less nor more than five (5) consecutive working days (Monday to Friday, including holidays), the Company will give advance notice to the Local Union and discuss the feasibility of providing work in the office for general salaried employees who are members of bargaining units during the shutdown.

LAYOFF AND RECALL

(6.6) Leader Class - Layoff and Recall

The parties discussed employees classified as Leaders and employees working in the classification under the Leader. It was agreed that management considers the seniority of the employees in the group as a factor when selecting the Group Leader.

However, it was agreed for purposes of layoff under Sections (6.1) and (14.4) and recall under Sections (6.1) and (14.5) of the collective agreement a Group Leader classification and the classification under the Leader will be considered the same classification.

TRANSFER AND PROMOTION

TRANSFER AND PROMOTION

(7.1) Transfer of Employees

- (a) An employee who is transferred from one bargaining unit represented by the Union to another such unit shall start work as a new employee in the unit to which the employee is transferred and shall retain seniority in the former unit, provided, however, that employees who transfer with operations will be transferred pursuant to Section (7.2). An employee transferred pursuant to the terms of this Subsection (a) shall not return to the former unit unless and until the employee is placed on indefinite layoff pursuant to the terms of Section (14.4) (a). If, so laid off, the employee may elect (i) to remain on layoff at the new unit and in such case seniority at all former units shall terminate, or (ii) to return to the former unit with full accumulated seniority and in such case the employee's seniority at the new unit shall terminate.

If the employee makes no election, the employee shall retain seniority in the former unit and lose seniority in the new unit.

- (b) (i) If an employee was transferred to a position in the office not included in the unit prior to March 1, 1977 and is transferred again to a position within the unit, the employee shall accumulate seniority up to March 1, 1977 while working in the position out of the unit to which transferred;
- (ii) If an employee was transferred to a position in the office not included in the unit and was subsequently transferred to a different office of the Company prior to March 1, 1977, the employee shall accumulate seniority in the unit for a period equal to the seniority the employee had at the time of such subsequent transfer; if such subsequent transfer takes place on or after March 1, 1977, the employee shall have accumulated seniority up to March 1, 1977.
- (c) If an employee was transferred from the unit into any other office of the Company to a position not included within a unit prior to March 1, 1977, the employee shall accumulate seniority in the unit from which transferred up

TRANSFER AND PROMOTION

to March 1, 1977 for a period of time not to exceed the seniority the employee had at the time of such transfer. If, the employee is transferred again to a position within the employee's former unit during a period measured by the length of seniority the employee had at the time of the transfer from the unit plus an equal amount of time, the employee shall return to the former unit with full accumulated seniority. After this period the employee shall return to the former unit with the seniority the employee had at the time of the transfer from the unit.

- (d) An employee transferred to a position not included in the unit on or after March 1, 1977 who is again transferred to a position in the unit, shall commence work with the amount of seniority the employee had at the time of the transfer to a position not included in the unit.
- (e) An employee transferred to a position included in the bargaining unit pursuant to Section (7.1) shall be placed on an open position only after all active employees have exercised their rights under the terms of Section (7.4) Promotions; (7.5) Better Jobs Within Unit; and Career Advancement Letter No. (7.8).
- (f) An employee who is transferred out of the bargaining unit subsequent to January 1, 2003, shall retain the seniority held at the time of such transfer but not accumulate seniority during period of such transfer. After one year from such transfer to the non-bargaining unit, the employee can only return to the bargaining unit if no bargaining unit employee is on layoff. He/she can then return to the bargaining unit with date of entry seniority.
- (g) Employees who transfer under this Section (7.1) shall retain any rights accrued for purposes of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan. (c02)

(7.2) Transfer of Operations

- (a) When operations are transferred from one unit to another unit within a Salary bargaining unit represented by the Union, the Company will determine the number of additional employees, if any, the receiving unit will need to perform the transferred operations, and employees engaged on such operations may, if they so desire and if

TRANSFER AND PROMOTION

needed in the receiving unit, be transferred to that unit. Employees whose jobs are transferred who do not wish to transfer to the receiving unit or for whom no jobs are available in the receiving unit will exercise their seniority rights in the unit in which they work.

- (b) When operations are to be transferred from one such unit to another such unit, the Company will notify the National Union in writing of such transfer. Such notice will be given in advance and as promptly as the circumstances in each case permit. Management will advise the Unit and/or the Local Union President of impending transfers and upon request will discuss the details, including where available, the nature of the work involved and the numbers of employees affected. The Company, at the request of the National Union, will negotiate the advisability of transferring to the receiving unit employees who are affected by the transfer of the work.
- (c) In the event the parties are unable to agree on a suitable arrangement in discussions pursuant to paragraph (b) above, the Company shall determine the number of additional employees, if any, the receiving unit will need to perform the transferred operations and will offer work at the receiving unit to employees in the unit from which the operation will be transferred in the following order:
 - (i) Employees working on the operation;
 - (ii) Employees working in the department;
 - (iii) Employees working in the unit.

If, within one hundred and twenty (120) days after the completion of such transfer, the number of employees needed to perform the transferred operations in the receiving unit should change, the Company, at the request of the National Union, will discuss the advisability of adjusting the number of employees required at the receiving unit.

- (d) Employees under the Office, and Clerical and Engineering Agreement transferred from a bargaining unit under the Agreement in a transfer of operations, pursuant to this Section, to another shall be transferred with full seniority and their seniority in the former unit shall terminate. (c02)

TRANSFER AND PROMOTION

(7.3) Other Transfers

The Company agrees that in movements of work from one office of the Company to another not covered by Sections (7.1) or (7.2) of this Agreement, the Company will notify the National Union in writing of such transfers. Management will advise the Unit President of impending transfers and upon request will discuss the details, including where available, the nature of the work involved and the number of employees affected.

(7.4) Promotions and Job Opportunities

Sections (a) and (b) apply unless negotiated Locally:

(a) All job opportunities within the unit including promotions to higher paid jobs shall be based on seniority and ability to do the work. For the purposes of this Section "ability to do the work" means the employee is deemed by Management to possess the basic qualifications to perform the duties of the job classification

(b) When a job becomes open in the salary bargaining unit, the Company will post the job opportunity electronically to the applicable seniority group and copy the OC&E unit president or chairperson. All postings will remain open for application for a minimum period of five (5) scheduled working days or for a duration that is mutually agreeable between the parties. If, among such applicants, a higher seniority employee is bypassed for a promotion because, in Management's judgment, the employee does not possess the ability to do the work of the classification, the employee shall, upon request, be informed of the reason why the promotion was denied.

Where the Union has persuasive evidence that Management improperly or unfairly assessed the abilities and qualifications of such an applicant, the Union shall bring such evidence to Management prior to filing any grievance procedure.

(c) The Company shall not be required to consider an application from an employee for a job opportunity under

TRANSFER AND PROMOTION

this Section unless the employee has remained on their current classification for a period of at least six (6) months.

(d) Employees who are assigned for temporary periods to jobs which are classified on higher or lower salary grades than their regularly assigned jobs, will not have their classifications changed unless the duration of the temporary assignment exceeds one (1) day. If such temporary assignments exceed one (1) day, employees will be reclassified to the higher grade. This provision is intended to cover such situations as coverage for fluctuations in workloads, replacements for employees who are absent from work because of vacations and those absent on short term illness.

It is not intended that employees be used as replacements on higher salary classifications on a regular basis for a short period of time for the purpose of avoiding classifying or compensating the employees in a proper manner. Employees who have been selected to fill temporary openings on higher classifications will not be given credit for time worked on such classifications in the application of Subsection (a) of this Section (7.4).

(e) Probationary employees and/or temporary employees with less than 120 days of seniority, including temporary employees hired on a special project in accordance with Section (18.5), are not eligible to post on open job opportunities within the unit.
(c02) (c20)

(7.6) Employee Transfers

When the Company considers transferring a represented salaried employee from one represented permanent position in a department to another represented permanent position in a different department the employee may request a meeting to discuss the pending transfer with the Unit President and representatives of management.

In the event the employee declines the offer the transfer will be cancelled. (c08)

TRANSFER AND PROMOTION

(7.7) New Hires

It is the policy of FCA Canada that full consideration will be given to filling open jobs by promoting employees of the Company.

While not foregoing our right to hire or to select employees from outside the bargaining unit to fill open jobs, it is our intention to give full consideration to those employees covered by Section (7.4) of the Office, and Clerical and Engineering Agreement.

If, at any time, the Union claims the Company has acted arbitrarily or capriciously in exercising this right, it may submit such claim to the Grievance and Arbitration Procedure.

(7.8) Career Advancement

The following section applies unless negotiated Locally:

During negotiations, the Union pointed out there are certain employees who wish to apply for a transfer into a classification of the same or lower salary grade in order to further their careers.

The Company will consider an application for such a transfer provided the employee applies to transfer to a position within the bargaining unit that would represent a new career field and provided such a transfer would result in the potential opportunity for advancement into a higher graded position. Employees will be considered for placement on the same or lower salary grades within the bargaining unit prior to the hiring of new employees. The Company will give consideration to the interests of the employee and the effect such a transfer would have on the operations from and to which the employee wishes to transfer. (c20)

TRANSFER AND PROMOTION

(7.9) Temporary Jobs

During the recent negotiations, the parties discussed temporary positions and the promotional rights of represented salaried employees.

The parties agreed in these negotiations to consider a temporary position as a permanent position for purposes of promotion only under Section (7.4) (a) of the Collective Agreement. (c08)

WORKING HOURS

(8.1) Overtime Agreements

Arrangements for the equalization of overtime hours among salaried employees on the same classification in the same department may be negotiated locally. (c08)

(8.2) Shift Premium and Hours

(a) Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.

The first shift is any shift that is scheduled to start on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that is scheduled to start on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that is scheduled to start on or after 7:00 p.m. but before 4:00 a.m. (c12, c20)

(8.3) Time and One-Half

Time and one-half will be paid as follows:

- (a) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
- (b) For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

(8.4) Double Time

Double time will be paid as follows:

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

(8.5) Overtime Pyramiding Prohibited

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

WORKING HOURS

basis, thus eliminating any pyramiding of overtime or premium payments.

(8.6) Salary Pay Practices

Certain questions of interpretation have developed relative to Sections (10.2), (11.1), (8.2), (8.3) and (12.1) of the Office and Clerical and Engineering Agreement. The Company's interpretation of the applicable sections of this Agreement will be as follows:

Section (10.2)

When death occurs in an eligible employee's family within the meaning of Section (10.2) of the Office and Clerical and Engineering Agreement on the Saturday or Sunday prior to the employees vacation scheduled to commence on the following Monday, the vacation will be rescheduled at a mutually convenient time.

Section (11.1)

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

Section (8.2)

In administering Section (8.2) of the Office and Clerical and Engineering Agreement, the Company follows the following procedure:

An employee will be paid the appropriate shift premium for each day worked. The shift premium will only be paid for time worked, and paid casual absence and holidays, and vacation days as provided in Section (13.4), where the employee would otherwise be scheduled to work a premium shift.

An employee who works overtime in conjunction with an assigned shift will be paid the shift premiums appropriate to the assigned shift for all time worked.

WORKING HOURS

First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift. For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday, the employee is scheduled to work and works a shift from 3:00 a.m. to 3:30 p.m. The employee will receive third shift premium for those hours on Friday.

Section (8.3)

(a) Saturday Work

Section (8.3) provides:

Time and one-half will be paid as follows:

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

Notwithstanding the language of Section (8.3) (b) of the Office and Clerical and Engineering Agreement, a third shift employee who starts on Sunday night and works a sixth scheduled shift starting Friday night and working into Saturday will receive time and one-half for hours worked on Saturday, irrespective of any absence during the workweek.

(b) Saturday Following a Holiday

Except as specified in paragraph (a) above, employees whose shift begins on Friday and work into a Saturday do not receive time and one-half for work on Saturday. A holiday falling during a work week has no effect on the payment of premium for Saturday work.

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

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

Straight Time

Time and One Half

Double Time

(c) Work into a New Work Week
While a work week has not been defined in the Office and Clerical and Engineering Agreement, the parties have accepted the following as the definition of work week for said Agreement:

WORKING HOURS

"The regularly scheduled work week starts at 12:01 A.M., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled work week starts with the beginning of their shift Sunday night and ends 168 hours thereafter."

Accordingly, an employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for hours worked on Monday.

Section (12.1)

The holiday for third shift salaried employees who start work Sunday night or Monday night will be designated by Management thirty (30) days prior to the holiday as either the shift that starts the night before the holiday and continues into the holiday or the shift that starts the night of the holiday and continues into the following day. If not designated, the holiday is on the calendar day.

An employee on the third shift who performs work during the designated holiday will receive pay for time worked on such holiday in accordance with Section (12.1) of the Office and Clerical and Engineering Agreement.

(8.7) Call-in and Call-Back Pay

Employees reporting to work outside their regular shift on Management's instructions shall be offered at least four (4) hours work.

(8.8) Casual Absence

The Company will continue to pay salaried Office and Clerical and Engineering employees for casual absences when such absences are for justifiable and proper reasons, including but not limited to, personal illness, serious illness in the immediate family and other absences normally considered as being unavoidable, and are reasonable in number. The Company has not established a fixed maximum for which an employee will be paid casual absences. The

WORKING HOURS

extent to which an employee will be paid for such absences shall be determined on the basis of each individual case.

When the Union believes the Company denied payment for an employee's casual absence without sufficient reason, the Union may submit a grievance in the grievance procedure.

(8.9) Flexible Working Hours Program

In the negotiations leading to the Office and Clerical and Engineering Agreement dated today, the parties discussed at length the subject of flexible working hours.

During the discussions, the parties recognized there are a number of considerations that require further review and study prior to instituting a flexible working hours program on a pilot basis in any Company office.

Therefore, it was agreed subsequent to the current negotiations the Company and the National Union will discuss without any contractual obligations the feasibility of a pilot program in certain offices of the Company where both the Local Union and Management are agreeable to experiment with such a pilot program.

If the parties agree on such a program, the Company and Unifor, may agree to amend or modify provisions of the Agreement and any of its supplements, memoranda of understanding or letters as appropriate and necessary to implement the pilot program.

(8.10) Multiple Starting Times

During negotiations of the collective bargaining agreement dated today, the Union expressed its concern with multiple starting times on a shift.

The Company explained that starting times at individual Company locations are based primarily on the nature of the operations and are established to provide for the efficient utilization of manpower and facilities in order to achieve operating objectives.

WORKING HOURS

Recognizing the concern of both parties, it is agreed that if within a unit there are multiple starting times among employees on the same classification, in the same department on the same shift, the Local Union may request Management to negotiate an Agreement covering the selection of shift starting times. Any such Agreement shall have sufficient flexibility to give full protection to the efficiency of operations at all times.

(8.11) Committeeperson Starting Time

Notwithstanding the provisions of Section (2.2) of the Office and Clerical and Engineering Agreement, and in the interest of providing bargaining unit employees with sufficient union representation, in the event the shift start time of a committeeperson is altered due to changing operational requirements, the Unit President and Salary Labour Relations will make arrangements to discuss the matter with appropriate members of management.

(8.12) Banking Overtime

During negotiations the parties discussed allowing represented salaried employees an informal arrangement to bank overtime hours worked in lieu of receiving pay.

The intent of this arrangement was to allow an employee to bank the premium overtime hours at the appropriate rate and receive comparable hours off with the approval of Management. As a result, a local Banking Overtime arrangement was developed and implemented in many areas through the Office, Clerical and Engineering unit.

During these present negotiations, it was agreed to confirm or clarify certain understandings with regard to the Banking Overtime arrangement as follows:

- 1) The maximum hours per employee to be banked at any given time is forty (40).
- 2) The opportunity to bank overtime hours will be afforded only to seniority employees.
- 3) In the event an employee has only a four (4) hour vacation entitlement remaining, such employee will be allowed to add four (4) hours

WORKING HOURS

of banked time to the vacation time to allow for a full shift off the job.

- 4) Banked hours may be carried over from one calendar year to another.
- 5) Unused vacation time shall not be just cause for an employee to be denied the use of banked hours.

Where implemented, the Company reserves the right to modify, limit the banking of overtime hours worked and not paid, the period of time in which hours off may be taken. The Company or the Union may terminate this arrangement upon thirty (30) days written notice to either party. (c08)

(8.13) Employment Standards Act

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered by the collective agreement. As an outgrowth of these discussions, the parties came to the following agreement.

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

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made

WORKING HOURS

thereunder, as they existed on June, 5, 1995, as the same relates to the Union, the Company and/or its employees, may be subject to the grievance procedure of this collective agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment Standards Act and Regulations thereunder, as they exist from time to time, but not both.

- B.** During the 1996 negotiations, the Union expressed the concern that the provincial Government has and would amend the Employment Standards Act and or Regulations in a manner adverse to the interests of the Union and Chrysler bargaining unit employees. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or Chrysler bargaining unit employees shall not be disadvantaged in any way by any amendments to the ESA or regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the collective agreement or past practice of the parties provides a greater right, benefit, term or condition of employment than the amendment to a particular employment standard (such as an amendment to the 8 + 48 hours of work rule), then the collective agreement or past practices shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under this collective agreement.

WAGES**(9.1) General Increases**

**FCA CANADA.
CLERICAL-ENGINEERING-TECHNICAL
17-GRADE STRUCTURE
For employees hired before May 19, 2008
Effective September 25, 2023**

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$1,525.66	\$1,662.49
2	\$1,547.45	\$1,698.04
3	\$1,564.77	\$1,723.89
4	\$1,601.35	\$1,791.28
5	\$1,648.32	\$1,864.07
6	\$1,676.22	\$1,921.16
7	\$1,696.16	\$1,970.96
8	\$1,721.07	\$2,024.54
9	\$1,769.94	\$2,074.58
10	\$1,795.13	\$2,131.95
11	\$1,839.68	\$2,182.13
12	\$1,889.28	\$2,212.54
13	\$1,944.05	\$2,268.30
14	\$1,993.00	\$2,322.19
15	\$2,021.69	\$2,370.87
16	\$2,089.03	\$2,414.01
17	\$2,141.74	\$2,480.84

Effective Sept 25, 2023, Grade 17 employees, on an Engineering Classification, with 25 or more years of service in the union will receive \$2,527.41.

FCA CANADA.
CLERICAL-ENGINEERING-TECHNICAL
17-GRADE STRUCTURE
For employees hired before May 19, 2008
Effective September 23, 2024

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$1,556.17	\$1,695.73
2	\$1,578.40	\$1,732.00
3	\$1,596.07	\$1,758.36
4	\$1,633.37	\$1,827.11
5	\$1,681.28	\$1,901.35
6	\$1,709.75	\$1,959.58
7	\$1,730.08	\$2,010.38
8	\$1,755.49	\$2,065.03
9	\$1,805.34	\$2,116.07
10	\$1,831.04	\$2,174.59
11	\$1,876.48	\$2,225.77
12	\$1,927.07	\$2,256.79
13	\$1,982.93	\$2,313.66
14	\$2,032.86	\$2,368.63
15	\$2,062.12	\$2,418.29
16	\$2,130.81	\$2,462.29
17	\$2,184.58	\$2,530.46

Effective Sept 23, 2024, Grade 17 employees, on an Engineering Classification, with 25 or more years of service in the union will receive \$2,577.96.

**FCA CANADA.
CLERICAL-ENGINEERING-TECHNICAL
17-GRADE STRUCTURE
For employees hired before May 19, 2008
Effective September 22, 2025**

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$1,602.85	\$1,746.61
2	\$1,625.75	\$1,783.96
3	\$1,643.95	\$1,811.12
4	\$1,682.38	\$1,881.92
5	\$1,731.72	\$1,958.39
6	\$1,761.04	\$2,018.37
7	\$1,781.98	\$2,070.69
8	\$1,808.16	\$2,126.98
9	\$1,859.50	\$2,179.55
10	\$1,885.97	\$2,239.83
11	\$1,932.77	\$2,292.54
12	\$1,984.88	\$2,324.49
13	\$2,042.42	\$2,383.07
14	\$2,093.85	\$2,439.69
15	\$2,123.99	\$2,490.84
16	\$2,194.74	\$2,536.15
17	\$2,250.12	\$2,606.37

Effective Sept 22, 2025, Grade 17 employees, on an Engineering Classification, with 25 or more years of service in the union will receive \$2,655.30

FCA Canada. Clerical – Engineering – Technical 17-
Grade Structure

For employees hired on or after September 24, 2012
Effective sept 25, 2023

Grade	Hired at 70%	1st Year Anniversary 78%	2nd Year Anniversary 86%	3rd Year Anniversary 94%	4th Year Anniversary 100%
1	\$ 1,163.74	\$ 1,296.74	\$ 1,429.74	\$ 1,562.74	\$ 1,662.49
2	\$ 1,188.63	\$ 1,324.47	\$ 1,460.31	\$ 1,596.15	\$ 1,698.04
3	\$ 1,206.72	\$ 1,344.63	\$ 1,482.54	\$ 1,620.45	\$ 1,723.89
4	\$ 1,253.90	\$ 1,397.20	\$ 1,540.50	\$ 1,683.81	\$ 1,791.28
5	\$ 1,304.85	\$ 1,453.98	\$ 1,603.10	\$ 1,752.23	\$ 1,864.07
6	\$ 1,344.81	\$ 1,498.51	\$ 1,652.20	\$ 1,805.89	\$ 1,921.16
7	\$ 1,379.67	\$ 1,537.35	\$ 1,695.02	\$ 1,852.70	\$ 1,970.96
8	\$ 1,417.18	\$ 1,579.14	\$ 1,741.10	\$ 1,903.07	\$ 2,024.54
9	\$ 1,452.20	\$ 1,618.17	\$ 1,784.14	\$ 1,950.10	\$ 2,074.58
10	\$ 1,492.37	\$ 1,662.92	\$ 1,833.48	\$ 2,004.04	\$ 2,131.95
11	\$ 1,527.49	\$ 1,702.06	\$ 1,876.63	\$ 2,051.20	\$ 2,182.13
12	\$ 1,548.78	\$ 1,725.78	\$ 1,902.78	\$ 2,079.79	\$ 2,212.54
13	\$ 1,587.81	\$ 1,769.27	\$ 1,950.74	\$ 2,132.20	\$ 2,268.30
14	\$ 1,625.53	\$ 1,811.31	\$ 1,997.08	\$ 2,182.86	\$ 2,322.19
15	\$ 1,659.61	\$ 1,849.28	\$ 2,038.95	\$ 2,228.62	\$ 2,370.87
16	\$ 1,689.80	\$ 1,882.92	\$ 2,076.04	\$ 2,269.16	\$ 2,414.01
17	\$ 1,736.59	\$ 1,935.06	\$ 2,133.52	\$ 2,331.99	\$ 2,480.84

FCA Canada. Clerical – Engineering – Technical 17-
Grade Structure
For employees hired on or after September 24, 2012
Effective Sept 23, 2024

Grade	Hired at 70%	1st Year Anniversary 78%	2nd Year Anniversary 86%	3rd Year Anniversary 94%	4th Year Anniversary 100%
1	\$ 1,187.01	\$ 1,322.67	\$ 1,458.33	\$ 1,593.99	\$ 1,695.73
2	\$ 1,212.40	\$ 1,350.96	\$ 1,489.52	\$ 1,628.08	\$ 1,732.00
3	\$ 1,230.86	\$ 1,371.52	\$ 1,512.19	\$ 1,652.86	\$ 1,758.36
4	\$ 1,278.98	\$ 1,425.15	\$ 1,571.31	\$ 1,717.48	\$ 1,827.11
5	\$ 1,330.95	\$ 1,483.05	\$ 1,635.16	\$ 1,787.27	\$ 1,901.35
6	\$ 1,371.71	\$ 1,528.48	\$ 1,685.24	\$ 1,842.01	\$ 1,959.58
7	\$ 1,407.26	\$ 1,568.09	\$ 1,728.92	\$ 1,889.75	\$ 2,010.38
8	\$ 1,445.52	\$ 1,610.72	\$ 1,775.93	\$ 1,941.13	\$ 2,065.03
9	\$ 1,481.25	\$ 1,650.53	\$ 1,819.82	\$ 1,989.11	\$ 2,116.07
10	\$ 1,522.22	\$ 1,696.18	\$ 1,870.15	\$ 2,044.12	\$ 2,174.59
11	\$ 1,558.04	\$ 1,736.10	\$ 1,914.16	\$ 2,092.22	\$ 2,225.77
12	\$ 1,579.75	\$ 1,760.30	\$ 1,940.84	\$ 2,121.38	\$ 2,256.79
13	\$ 1,619.57	\$ 1,804.66	\$ 1,989.75	\$ 2,174.85	\$ 2,313.66
14	\$ 1,658.04	\$ 1,847.53	\$ 2,037.02	\$ 2,226.51	\$ 2,368.63
15	\$ 1,692.80	\$ 1,886.27	\$ 2,079.73	\$ 2,273.19	\$ 2,418.29
16	\$ 1,723.60	\$ 1,920.58	\$ 2,117.57	\$ 2,314.55	\$ 2,462.29
17	\$ 1,771.32	\$ 1,973.76	\$ 2,176.19	\$ 2,378.63	\$ 2,530.46

FCA Canada. Clerical – Engineering – Technical 17-
Grade Structure
For employees hired on or after September 24, 2012
Effective Sept 22, 2025

Grade	Hired at 70%	1st Year Anniversary 78%	2nd Year Anniversary 86%	3rd Year Anniversary 94%	4th Year Anniversary 100%
1	\$ 1,222.62	\$ 1,362.35	\$ 1,502.08	\$ 1,641.81	\$ 1,746.61
2	\$ 1,248.77	\$ 1,391.49	\$ 1,534.20	\$ 1,676.92	\$ 1,783.96
3	\$ 1,267.78	\$ 1,412.67	\$ 1,557.56	\$ 1,702.45	\$ 1,811.12
4	\$ 1,317.35	\$ 1,467.90	\$ 1,618.45	\$ 1,769.01	\$ 1,881.92
5	\$ 1,370.88	\$ 1,527.55	\$ 1,684.22	\$ 1,840.89	\$ 1,958.39
6	\$ 1,412.86	\$ 1,574.33	\$ 1,735.80	\$ 1,897.27	\$ 2,018.37
7	\$ 1,449.48	\$ 1,615.14	\$ 1,780.79	\$ 1,946.45	\$ 2,070.69
8	\$ 1,488.89	\$ 1,659.04	\$ 1,829.20	\$ 1,999.36	\$ 2,126.98
9	\$ 1,525.69	\$ 1,700.05	\$ 1,874.41	\$ 2,048.78	\$ 2,179.55
10	\$ 1,567.88	\$ 1,747.07	\$ 1,926.25	\$ 2,105.44	\$ 2,239.83
11	\$ 1,604.78	\$ 1,788.18	\$ 1,971.58	\$ 2,154.99	\$ 2,292.54
12	\$ 1,627.15	\$ 1,813.11	\$ 1,999.07	\$ 2,185.02	\$ 2,324.49
13	\$ 1,668.15	\$ 1,858.80	\$ 2,049.44	\$ 2,240.09	\$ 2,383.07
14	\$ 1,707.78	\$ 1,902.96	\$ 2,098.13	\$ 2,293.31	\$ 2,439.69
15	\$ 1,743.59	\$ 1,942.86	\$ 2,142.12	\$ 2,341.39	\$ 2,490.84
16	\$ 1,775.31	\$ 1,978.20	\$ 2,181.09	\$ 2,383.98	\$ 2,536.15
17	\$ 1,824.46	\$ 2,032.97	\$ 2,241.48	\$ 2,449.99	\$ 2,606.37

(9.2) Salary Grades & Progression Application Supplement

This Memorandum of Understanding supplements the current Office and Clerical and Engineering Agreement between FCA Canada and Unifor—and certain of its local unions as follows:

1 Salary Grade Systems

Salary Grades are numbered in a consecutive series for all classifications. Automatic Progression increases have been provided for all grades.

2 Progression

For salary grades 1 through 10, the progression range is that portion of the salary range from the minimum of the grade to the maximum of the grade.

The progression range for grades 11 through 18 is that portion of the salary range from the minimum of the grade to the top progression rate for the grade. For the purpose of computing six (6) month progression increases, credit will be earned only for those months in which an employee works ten (10) days in the month. Days worked will include regular vacations, time employees are disabled by sickness or injury covered by the Workplace Safety and Insurance Board and all days actually worked in the Monday through Friday workweek. Overtime, days for which Salary Continuation payments are made, or other absence will not be considered as days worked. Progression time shall not be accrued for time worked at the top progression rate or in the merit range for grades 11 through 18. An employee whose salary is within the progression range of the grade will receive progression increases, not to exceed the maximum of the grade, of 3% of base salary. An employee whose salary is less than 3% below the top progression rate shall receive a 3% progression increase provided the new salary is within the merit range of the grade and not in excess of the grade maximum. If a progression increase places an employee's salary within 1% of the maximum of the grade, the salary shall be adjusted to the maximum.

3 New Hires

An employee will be hired at the minimum of the classification unless Management determines that an employee's qualifications and experience warrant a higher salary.

4 Transfers — Intra-Office

An employee transferred within an office in the same bargaining unit or under the provisions of the Group Layoff Procedure regarding the placement of certain laid off Engineering employees will be transferred in accordance with the following provisions:

(a) Within the same grade. An employee transferred from one classification to another classification in the same grade will be transferred at the employee's current salary and all credited time accrued in that grade will be applied for progression within the progression range.

(b) To a higher grade.

(i) An employee promoted from one grade to a higher grade will be paid not less than the minimum of the higher grade. If such increase is less than 4% for an employee promoted to grades 2 through 8, the employee's salary will be increased to provide at least a 4% increase. If such increase is less than 5% for an employee promoted to grades 9 through 18, the employee's salary will be increased to provide at least a 5% increase. Notwithstanding any of the foregoing, in no case will the employee's salary be increased above the maximum for the grade to which the employee is promoted. The employee will begin a new progression period effective with the date of transfer.

The provisions of Sub-Section 4 (b) are applicable only to an employee's initial promotion to a higher grade. Accordingly, Sub-Section 4 (b) is not applicable to an employee who, as the consequence of a reduction in work force, is transferred from one grade to a lower grade and who is subsequently transferred either to a higher grade lower than the highest grade previously held or to the highest grade previously held provided the

time lapse between the transfer to a lower grade and the transfer to the higher grade does not exceed five (5) years. In such a case the employee's salary is to be determined with reference to the applicable sections excluding Sub-Section 4 (b).

- (ii) A salary increase calculated as provided in Sub-Section 4 (b) (i) will also be applicable to an employee who is reclassified from a classification in one grade to a classification in grades 2 through 18 as the result of a determination that the work performed by the employee warrants the application of such higher classification.

If Management determines that an employee's qualifications and experience warrant a salary higher than the salary resulting from the application of 4 (b) (i) above, they may at their discretion increase the employee to a higher salary in the new grade.

- (iii) Temporary transfer. When an employee is assigned for a temporary period to a job which is classified on a higher salary grade than the employee's regularly assigned job and such temporary assignment exceeds one (1) day, the following provisions shall be applicable

- (A) Temporary job assignments are intended to cover such situations as coverage for fluctuations in workloads, replacements for employees who are absent from work because of vacations, short-term illness and other short-term leaves of absence.

- (B) An employee so transferred will be advised in advance of the temporary nature of such assignments and will be reclassified to the higher classification and grade, and the employee's salary rate shall be adjusted in accordance with Sub-Section 4 (b) (i) of the Salary Grades and Progression Application Supplement.

- (C) An employee who is transferred to a temporary

position which is on a higher grade and who within one hundred twenty (120) days of such transfer is transferred again to the grade from which the employee was transferred shall, upon transfer to such lower grade, receive the same salary received in the lower grade immediately prior to the transfer. If an employee is eligible for additional progression increases, upon transfer to the lower grade, the time spent in the higher grade will be credited toward completion of the required credited time toward the next progression increase in the lower grade.

- (D) An employee who is transferred to a temporary position and who exceeds one hundred twenty (120) days on such job and is then transferred to a lower grade shall have the salary rate determined in accordance with Sub-Section 4 (c), To a Lower Grade, of the Salary Grades and Progression Application Supplement.
- (c) To a lower grade. An employee transferred from one grade to a lower grade will be transferred:
 - (i) At the same salary if the employee current salary falls within the progression or merit range of the lower grade and a new progression period begins effective with the date of transfer.
 - (ii) To the maximum salary of the lower grade if the employee's current salary exceeds the maximum.
 - (iii) An employee who is transferred to a higher grade than any grade previously held and who within six (6) months of such transfer is transferred again to the grade from which the employee was promoted due to the employee's inability to satisfactorily perform the work of the higher grade, or is transferred again to the grade from which the employee was promoted at the employees own request shall, upon transfer to such lower grade, receive the same salary the employee received in the lower grade immediately prior to promotion and the time and

WAGES

salary on the higher grade shall not be used for subsequent transfer and salary determinations. If the employee is eligible for additional progression increases, upon transfer to the lower grade, the time spent in the higher grade will be credited toward completion of the required credited time toward the next progression increase in the lower grade.

- (d) To a higher grade previously held. An employee transferred to a higher grade previously held by the employee shall be transferred either at the same salary earned when previously on the higher grade, or at the employee's present salary rate, whichever is higher, and shall receive credit for time accrued toward the next progression increase that was earned when previously employed on the higher grade, provided the employee was actively employed on the higher grade within the past five (5) years.
- (e) To a higher grade lower than the highest grade previously held. An employee transferred to a higher grade which is lower than the highest grade previously held by the employee in the past five (5) years shall be transferred at the salary earned when previously employed on the highest grade, but not to exceed the maximum of the new grade, or at the employee's present salary, whichever is higher, but the employee will not be credited with any accrued progression time.
- (f) To a grade higher than any grade previously held. An employee transferred to a grade higher than any grade previously held shall be transferred in accordance with Sub-Section 4 (b), Transfers Intra-Office. The salary to be used in calculating the new rate shall be the higher of either the employee's present salary or a salary determined in accordance with the salary earned in the highest grade previously held, provided the employee was actively employed on that grade within the past five (5) years.
- (g) Reinstatement from layoff. An employee reinstated from layoff, at an office or bargaining unit from which the employee was previously laid off, shall be paid a salary

determined in accordance with Sub-Section 4, Transfers Intra-Office.

An employee recalled from layoff to the same classification and job at an office or bargaining unit from which the employee was previously laid off shall have a salary at time of recall determined in accordance with the salary earned when previously employed on the classification and job, provided the employee was actively employed on the classification and job within the past five (5) years. If the employee has not been actively employed on the classification and job within the past five (5) years the salary shall be determined in accordance with Paragraphs (a), (b) or (c) of Section 5, Transfers and Placements Inter-Office.

5 Transfers and Placements – Inter-Office

An employee transferred from one office to another office or from one bargaining unit to another bargaining unit (except, (i) those employees transferred with their operations under the provisions of the Office and Clerical and Engineering Agreement, (ii) employees transferred under the provisions of the Group Layoff Procedure regarding the placement of certain laid off Engineering employees, (iii) employees laid off from an office or bargaining unit and hired or subsequently reclassified at another office or bargaining unit on a same classification which they held in the past five (5) years at the former office or bargaining unit, or (iv) employees recalled to their former office or bargaining unit in line with their seniority will have their salary determined in accordance with Sub-Section 4, Transfers Intra-Office) or an employee laid off from an office and hired at another office or laid off from one bargaining unit and hired at another bargaining unit, shall be transferred or hired in accordance with the following provision

- (a) An employee whose salary at the time of transfer or layoff was less than the top automatic progression rate for the new grade shall be paid a salary determined in accordance with the foregoing provisions of Sub-Section 4, Transfers Intra-Office.
- (b) An employee whose salary at time of transfer or layoff

WAGES

- was in excess of the top automatic progression rate and not in excess of the midpoint of the new grade shall receive the employee's present salary.
- (c) An employee whose salary at time of transfer or layoff was in excess of the midpoint of the salary range of the grade to which the employee is being transferred or reinstated shall be reduced to not less than the midpoint, unless the top progression rate exceeds the midpoint in which event the employee shall be paid either his current salary, if it is at or below the top progression rate, or not less than the top progression rate if the employee's current salary is above the top progression rate. A salary above the midpoint of the grade may be authorized where management determines that the employee's qualifications and experience warrant a higher salary. In no case shall an employee be paid a salary in excess of the maximum salary for the grade.
 - (d) To a higher grade previously held. The salary earned by an employee when previously employed in the higher grade shall be used in determining the appropriate salary upon transfer or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the grade within the past five (5) years.
 - (e) To a grade higher than any grade previously held. The salary earned by an employee in the highest grade previously held shall be used in determining the appropriate salary upon reclassification or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the grade within the past five (5) years.
 - (f) To a higher grade which is lower than the highest grade previously held. The salary earned by an employee when previously employed in the highest grade shall be used in determining the appropriate salary upon reclassification or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the highest grade within the past five (5) years.
 - (g) Subsequent reclassification to a higher grade which is

lower than the highest grade previously held. An employee who is reclassified, subsequent to initial entry at office, to a higher grade which is lower than the highest grade previously held at a former office shall be paid a salary determined in accordance with Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the highest grade within the past five (5) years.

- (h) Reinstatement from layoff. An employee reinstated from layoff, either hourly or salary, at an office or bargaining unit other than the one from which the employee was laid off shall be paid a salary determined in accordance with Paragraphs (a), (b) or (c) above.

6 New Career Fields and Transfers from Hourly to Salary.

- (a) If an employee transfers to a classification which would represent a new career field and such transfer results in a rate of pay in excess of that of employees who are on the classification to which the employee is transferring, then, notwithstanding Sub-Sections 4, 5, and 6 (b) of this Supplement, if the effectuation of such a transfer depends solely on the rate of pay the employee will receive, Management and the Union may agree to transfer the employee at a rate of pay lower than the employee's current rate. For purposes of this Sub-Section 6 (a), transfers from hourly to salary may be considered as transfers to a new career field and Management may apply the provisions in this Sub-Section 6 (a) in establishing the employee's new salary rate.
- (b) The equivalent base salary of an employee transferred from hourly to bi-weekly salary status will be determined by multiplying the employee's base hourly rate, exclusive of any premiums, by forty (40) (number of hours in a workweek). The equivalent base weekly salary, thus determined, shall be used to establish the employee's salary at time of transfer in accordance with Sub-Section 6 (a) above, or with Sub-Section 5, Transfers and Placements Inter-Office, whether the transfer is Inter-Office or Intra-Office. The salary conversion of the maximum base rate of the hourly

WAGES

classification shall be used to determine if an employee is transferring to a higher, same, or lower grade.

7 Effective Date of Progression Increases

Progression increases become effective on the first regularly scheduled working day of the bi-weekly pay period beginning nearest to the first of the month as set forth in the attached table.

8 Salary Earned in a Prior Grade

Whenever there is reference in this Supplement to a salary earned in a prior grade it will be presumed to include any general increase, improvement factor increase, cost of living allowance fold-ins or special adjustments which became effective since the last date the employee involved earned the former salary on the prior grade.

9 Promotional Increases into the Merit Range of a Higher Grade.

An employee, upon promotion, who has accumulated nine (9) months or more at the employee's present position in the merit range of the salary grade prior to the promotion, shall, if the normal 4% or 5% promotional increase places the employee in the merit range of the higher grade, receive simultaneously with the normal 4% or 5% promotional increase a salary adjustment in an amount equal to 1% of base weekly salary.

(9.3) Rate Book

The Company will furnish to the Union a copy of the rate classification book of the Company with the understanding that such book is to be treated in confidence and kept at the office of the National Union, and the Local Union.

(9.4) Salary Classification and Grade Supplement

Windsor Area Locations

- Class Index - By Classification
- Class Index - By Grade

Brampton Assembly Location

- Class Index - By Classification

Etobicoke Location

- Class Index - By Classification

FCA CANADA**WINDSOR AREA LOCATIONS****CLERICAL-ENGINEERING-TECHNICAL****REPRESENTED EMPLOYEES****CLASS INDEX – BY CLASSIFICATION****CLASS**

NUMBER	GRADE	TITLE
045000	08	Clerk-Customs
045100+	09	Customs Specialist

CLASS

NUMBER	GRADE	TITLE
114000	08	Clerk-Senior II
115000	09	Clerk-Senior III
145000	10	Certified Customs Specialist
2040A0	15	Designer Tool & Die A
2040B0	12	Designer Tool & Die B

WAGES

206000	09	Drafter-Tool & Plant Engrg
2110A0	16	Engineer-Tool Engineering A
2111A0+	17	Tool Engineering Specialist
2110B0	12	Engineer-Tool Engineering B

CLASS

NUMBER	GRADE	TITLE
2180A0	16	Engineer-Plant Engrg A
2181A0+	17	Plant Engrg Specialist
2180B0	12	Engineer-Plant Engrg B
220000	09	Auditor-Planning
220100+	10	Auditor Planning Specialist
222000	08	Follow-up Person-Planning
222100+	09	Prod Material F/U Specialist
223000	08	Scheduler-Planning
223100+	09	Production Scheduling Specialist
224000	08	Specifications Compiler
224100+	09	Plng Specifications Specialist
228000	10	Analyst-Material Handling
229000	16	Engineer-Material Handling
229100+	17	Material Handling Specialist
239000	10	Float Analyst
2410A0	14	Trouble Shooter-Tool Engr A
2410B0	12	Trouble Shooter-Tool Engr B

CLASS NUMBER	GRADE	TITLE
346000	13	Translation Specialist- French
364000	09	Cmpolr-Parts & Price List
364100+	10	Parts & Price Catalog Specialist
3650BT	10	Compiler Parts Book - Bilingual/High Tech
3651BT+	11	Parts Book Specialist – Bilingual/ High Tech -
3650T0	10	Compiler Parts Book-High - Tech
3651T0+	11	Parts Book Spec-/High Tech
379000	09	Procurement Person-Parts
379100+	10	Stock Procurement Anal-Prt
541200+	08	Plant Test Technician
541300+	09	Plant Laboratory Specialist

NOTE: + PHASE UP CLASS EMPLOYEE CANNOT BE
HIRED ON CLASS

FCA CANADA

WINDSOR AREA LOCATIONS

CELRICAL-ENGINEERING-TECHNICAL

REPRESENTED EMPLOYEES

CLASS INDEX – BY GRADE

WAGES**CLASS**

CLASS NUMBER	GRADE	TITLE
045000	08	Customs Clerk
114000	08	Clerk-Senior II
222000	08	Follow-Up Person-Planning
223000	08	Scheduler-Planning
224000	08	Specifications Compiler- Planning
045100+	09	Customs Specialist

CLASS NUMBER	GRADE	TITLE
115000	09	Clerk-Senior III
206000	09	Drafter-Tool & Plt. Engineering
220000	09	Auditor-Planning
222100+	09	Production Material Follow- Up Spec.
223100+	09	Production Scheduling Specialist
224100+	09	Planning Specifications Specialist
364000	09	Compiler-Parts Book & Price List
379000	09	Procurement Person - Parts Stock
541300+	09	Plant Laboratory Specialist
145000	10	Certified Customs Specialist

CLASS NUMBER	GRADE	TITLE
220100+	10	Auditor-Planning Specialist
228000	10	Analyst-Material Handling
239000	10	Float Analyst
364100+	10	Parts & Price Catalog Specialist

WAGES

3650BT	10	Compiler - Parts Book – Bilingual/High Tech
3650T0	10	Compiler-Parts Book- High Technical
379100+	10	Stock Procurement Analyst Parts
331100+	11	Vehicle Sales Analyst Specialist
3651BT+	11	Parts Book Specialist - Bilingual/High Tech
3651T0+	11	Parts Book Spec - High Technical
2040B0	12	Designer-Tool & Die B
2110B0	12	Trouble Shooter – Tool Engineering B
2180B0	12	Engineer-Plant Engineering B
2410B0	12	Trouble Shooter - Tool Engineering B
346000	13	Translation Specialist- French

CLASS NUMBER	GRADE	TITLE
2410A0	14	Trouble Shooter- Tool Engineering A
2040A0	15	Designer-Tool & Die A
2110A0	16	Engineer-Tool Engineering A
2180A0	16	Engineer-Plant Engineering A
229000	16	Engineer-Material Handling
2111A0+	17	Tool Engineering Specialist
2181A0+	17	Plant Engineering Specialist
229100+	17	Material Handling Specialist

NOTE: + PHASE UP CLASS EMPLOYEE CANNOT BE
HIRED ON CLASS

FCA CANADA - BRAMPTON**CLERICAL-ENGINEERING-TECHNICAL**

REPRESENTED EMPLOYEES**CLASS INDEX – BY CLASSIFICATION**

CLASS NUMBER	GRADE	TITLE
222000	08	Follow-Up Person Planning
222100+	09	Production Material F/U Specialist
2110A0	16	Engineer-Tool Engineering A
2111A0	17	Tool Engineering Specialist
2110B0	12	Engineer-Tool Engineering B
2410B0	12	Troubleshooter - Tool Engr B
2410A0	14	Troubleshooter - Tool Engr A
2320A0	16	Manufacturing Quality Engineer
2321A0+	17	Manufacturing Quality Engineer Specialist

NOTE: + PHASE UP CLASS EMPLOYEE CANNOT BE
HIRED ON CLASS

FCA CANADA - ETOBICOKE**CLERICAL-ENGINEERING-TECHNICAL****REPRESENTED EMPLOYEES****CLASS INDEX – BY CLASSIFICATION**

CLASS NUMBER	GRADE	TITLE
057000	08	Clerk-Invoice
057100+	09	Invoice Specialist
203000	10	Chemist or Metallurgist
2040A0	15	Designer-Tool & Die A
2040B0	12	Designer - Tool & Die B
206000	09	Drafter-Tool & Plant Engrg
2110B0	12	Engr-Tool Engineering B
2110A0	16	Engineer-Tool Engineering A
2111A0+	17	Tool Engineering Spec
214000	09	Analyst - Qual Control
222000	08	Follow-Up Person- Planning
222100+	09	Production Material F/U Spec.
223000	08	Scheduler-Planning
223100+	09	Production Scheduling Spec.
541000	05	Tech-Lab Engineering A
541100+	07	Tech-Plant Laboratory
541200+	08	Plant Test Technician
541300+	09	Plant Laboratory Specialist
1513A0	16	Manufacturing Controls Engineer
1514A0	17	Manufacturing Controls Engineer Specialist

NOTE: + PHASE UP CLASS EMPLOYEE CANNOT BE HIRED ON CLASS (c02)(c16)

PHASE-UP CLASSIFICATIONS – INDEX

FCA Canada - Mopar (Montreal)
Clerical - Engineering - Technical
Represented Employees
Class Index - By Classification

Class Number	Grade	Title
114000	08	Clerk-Senior II
115000	09	Clerk-Senior III
364000	09	Cmplr-Parts & Price List
364100+	10	Parts & Price Catalog Specialist

Note: + PHASE UP CLASS EMPLOYEE CANNOT BE HIRED ON
CLASS (c02) (c16) (c20)

Phase -up classification index

OFFICE & CLERICAL

045000	TO	045100	222000	222100
			223000	223100
220000		220100	224000	TO 224100
			364000	364100
			3650T0	TO 3651T0
			3650BT	3651BT
			379000	379100
			541000	541100
			541100	541200
			541200	541300

MANUFACTURING ENGINEERING

2110A0	TO	2111A0
2180A0		2181A0
229000		229100
2320A0		2321A0
1513A0		1514A0

**MANUFACTURING ENGINEERING “B” TO “A”
LEVEL CLASSIFICATIONS**

2040B0	TO	2040A0
2110B0		2110A0
2180B0		2180A0
2410B0		2410A0
228000		229000

CUSTOMS

For employees in the Customs Department of FCA Canada the following phase-up provisions will apply.

If an employee on a classification number listed in Column I has actually worked for the Company a minimum of eight (8) years combined on classification numbers listed in Column I, the employee shall be reclassified to the corresponding classification number listed in Column II, Grade 9, provided the employee has performed satisfactorily on Grade 8 level classification(s).

COLUMN I

Class No.	Title
045000	Clerk-Customs

COLUMN II

Class No.	Title
045100	Custom Specialist

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 220000, Auditor-Planning
and
Classification No. 220100, Auditor-Planning
Specialist**

If an employee on Classification No. 220000, Auditor-Planning, grade 9 has actually worked for the Company on such classification a minimum of eight (8) years, the employee shall be reclassified to Classification No. 220100, Auditor-Planning Specialist, grade 10 provided the employee has performed satisfactorily on Classification No. 220000 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 222000,
Follow-Up Person - Planning
and
Classification No. 222100,
Production Material Follow-Up Specialist**

If an employee on Classification No. 222000, Follow-Up Person - Planning, grade 8, has performed satisfactorily on the classification and has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 222000, 223000, 224000, 238000, and 239000, the employee shall be reclassified to Classification No. 222100, Production Material Follow-Up Specialist, grade 9.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

Classification No. 223000, Scheduler - Planning

and
**Classification No. 223100,
Production Scheduling Specialist**

If an employee on Classification No. 223000, Scheduler - Planning, grade 8, has performed satisfactorily on the classification and has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 222000, 223000, 224000, 238000, and 239000, the employee shall be reclassified to Classification No. 223100, Production Scheduling Specialist, grade 9.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 224000,
Specifications Compiler Planning**
and
**Classification No. 224100,
Planning Specifications Specialist**

If an employee on Classification No. 224000, Specifications Compiler - Planning, grade 8 has performed satisfactorily on the classification and has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 222000, 223000, 224000, 238000, and 239000, the employee shall be reclassified to Classification No. 224100, Planning Specifications Specialist, grade 9.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 364000,
Compiler - Parts Books & Price List
and
Classification No. 364100,
Parts Book Catalogue Specialist**

If an employee on Classification No. 364000, Compiler - Parts Book and Price List, grade 9 has performed satisfactorily on the classification and has actually worked for the Company a minimum of eight (8) years on Classification Nos. 364000 and 379000, the employee shall be reclassified to Classification No. 364100, Parts Book Catalogue Specialist, grade 10.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 3650T0,
Compiler - Parts Book - High Technical
and
Classification No. 3651T0,
Parts Book Specialist - High Tech**

If an employee on Classification No. 3650T0, Compiler - Parts Book - High Technical, grade 10 has actually worked for the Company a minimum of eight (8) years on Classification No. 3650T0, the employee shall be reclassified to Classification No. 3651T0, Parts Book Specialist - High Tech, grade 11 provided the employee has performed satisfactorily on Classification No. 3650T0 level of work.

**Classification No. 3650BT,
Compiler - Parts Book
- Bilingual/High Technical
and
Classification No. 3651BT,
Parts Book
Specialist - Bilingual High Technical**

If an employee on Classification No. 3650BT, Compiler - Parts Book - Bilingual/High Technical, Grade 10 has actually worked for the Company a minimum of 8 years on Classification No. 3650BT, the employee shall be reclassified to Classification 3561BT, Parts Book Specialist - Bilingual/High Technical, Grade 11 provided the employee has performed satisfactorily on Classification 3650BT level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 379000,
Procurement Person - Parts Stock
and
Classification No. 379100,
Stock Procurement Analyst – Parts**

If an employee on Classification No. 379000, Procurement Person - Parts Stock, grade 9, has actually worked for the Company a minimum of eight (8) years combined on Classifications 364000, 378000 and 379000, the employee shall be reclassified to Classification No. 379100, Stock Procurement Analyst - Parts, grade 10, provided the employee has performed satisfactorily on Classification No. 379000 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an

employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 541000,
Technician- Laboratory - Engineering A**

**Classification No. 541100,
Technician-Plant
Laboratory
and
Classification No. 541200
Plant Test Technician
and
Plant Laboratory Specialist**

An employee on Classification No. 541000, Technician-Laboratory-Engineering A, grade 5 who has actually worked for the Company a minimum of four (4) years combined on Classification Nos. 203000, 540000 and 541000, shall be reclassified to Classification No. 541100, Technician-Plant Laboratory, grade 7 provided the employee has performed satisfactorily on Classification No. 203000 and/or 541000 levels of work.

An employee on Classification No. 541100, Technician-Plant Laboratory, grade 7 who has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 203000, 540000, 541000, 541100 and 549000, shall be reclassified to Classification No. 541200, Plant Test Technician, grade 8 provided the employee has performed satisfactorily on Classification Nos. 203000, 541100 and/or 549000 levels of work.

An employee on Classification No. 541200 Plant Test Technician, grade 8 who actually worked for the Company a minimum of (12) twelve years combined on Classification Nos. 203000, 54000, 541,000, 541100, 541200 and 549000, shall be reclassified to Classification No. 541300, Plant Laboratory Specialist, grade 9 provided the employee has

WAGES

performed satisfactorily on Classification Nos. 203000, 541100, 541200, and/or 549000 levels of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the above paragraphs of this section.

MANUFACTURING ENGINEERING CLASSIFICATIONS

**Classification No. 1513A0,
Manufacturing Controls Engineer
and**

**Classification No. 1514A0,
Manufacturing Controls Engineer Specialist**

If an employee on Classification No. 1513A0, Manufacturing Controls Engineer, grade 16, has actually worked for the Company a minimum of eight (8) years, the employee shall be reclassified to Classification No. 1514A0, Manufacturing Controls Engineer Specialist, grade 17 provided the employee has performed satisfactorily on Classification No. 1513A0 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 2110A0,
Engineer-Tool Engineering A
and**

**Classification No. 2111A0,
Tool Engineering Specialist**

If an employee on Classification No. 2110A0, Engineer-Tool Engineering A, grade 16, has actually worked for the Company a minimum of eight (8) years combined on Classification No. 2110B0 and No. 2110A0, the employee

WAGES

shall be reclassified to Classification No. 2111A0, Tool Engineering Specialist, grade 17 provided the employee has performed satisfactorily on Classification No. 2110A0 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 2180A0,
Engineer Plant Engineering A
and
Classification No. 2181A0,
Plant Engineering Specialist**

If an employee on Classification No. 2180A0, Engineer Plant Engineering A, grade 16, has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 2180B0, 2180A0, 228000 and 229000, the employee shall be reclassified to Classification No. 2181A0, Plant Engineering Specialist, grade 17 provided the employee has performed satisfactorily on Classification No. 2180A0 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 229000,
Engineer-Material Handling
and
Classification No. 229100,
Material Handling Specialist**

If an employee on Classification No. 229000, Engineer-Material Handling, grade 16, has actually worked for the Company a minimum of eight (8) years combined on Classification Nos. 2180B0, 2180A0, 228000 and 229000

WAGES

the employee shall be reclassified to Classification No. 229100, Material Handling Specialist, grade 17 provided the employee has performed satisfactorily on Classification No. 229000 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 2320A0,
Manufacturing Quality Engineer
and
Classification No. 2321A0,
Manufacturing Quality Engineer Specialist**

If an employee on Classification No. 2320A0, Manufacturing Quality Engineer, grade 16, has actually worked for the Company a minimum of eight (8) years combined, the employee shall be reclassified to Classification No. 2321A0, Manufacturing Quality Engineer Specialist, grade 17 provided the employee has performed satisfactorily on Classification No. 2320A0 level of work.

Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified pursuant to the provisions of this section.

**Classification No. 228000,
Analyst-Material Handling
and
Classification No. 229000,
Engineer-Material Handling**

An employee on Classification No. 228000, Analyst Material Handling, grade 10 shall be placed on Classification No. 229000, Engineer - Material Handling, grade 16 at such time as it is determined that the employee is assigned work of

WAGES

Classification No. 229000 on a regular and recurring basis and that the employee meets the minimum qualification requirements of the Classification No. 229000.

If an employee on Classification No. 228000 has actually worked on such classification a minimum of six (6) years the employee shall be reclassified to Classification No. 229000 unless the employee does not meet the minimum qualification requirements of Classification No. 229000. Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified to Classification No. 229000 pursuant to the provisions of this paragraph.

The Company and the Union agree that in determining the level of a job regularly performed by an individual employee over a reasonable period of time it is necessary to compare the actual duties and responsibilities of the job being performed with related, comparable jobs in the same or other offices of the Company.

"B" Level Classifications - Manufacturing Engineering

An employee on "B" level classification shall be placed on the related "A" level classification at such time as it is determined that the employee is assigned work of the related "A" level classification on a regular and recurring basis and that the employee meets the minimum qualification requirements of the related "A" level classification.

If an employee on a "B" level classification has actually worked on such classification a minimum of four (4) years the employee shall be reclassified to the related "A" level classification unless the employee does not meet the minimum qualification requirements of the related "A" level classification. Management will advise the Union of the reasons for its decision in those instances in which it determines an employee is not to be reclassified to the related "A" level classification pursuant to the provisions of this paragraph.

The Company and the Union agree that in determining the level of a job regularly performed by an individual employee over a reasonable period of time it is necessary to compare the actual duties and responsibilities of the job being performed with related, comparable jobs in the same or other offices of the Company.

General Increases or Improvement Factor Increases for "Red-Circled" Employees

In applying the provisions of Section (9.1), General Increases, of the Office and Clerical and Engineering Agreement those employees whose salaries are above the maximum salary for their classifications shall receive an improvement factor increase based upon the maximum salary of their classification.

Where an employee has held a particular classification and rate while performing the same job for a period of one (1) or more years, and Management determines that the classification is improper for the job in question, Management may reclassify the job to the appropriate Clerical-Engineering-Technical classification, but the employee's rate of pay while assigned or reassigned to that job will not be changed. The proper classification and rate of pay shall apply to any future employee on the job so reclassified. This shall not preclude the Union from protecting the propriety of such reclassification, through the grievance procedure. (c02, c16, c20)

(9.5) Rules - Credited Time for Phase-Up

In accordance with our recent discussions relative to classifications which have phase up applications, we shall apply the following rules for determining the amount of "time actually worked" on a classification.

1. Only the period of time during which the employee worked

WAGES

- for the Company and was actually classified on the required classifications as reflected in the employee's personnel records, shall be included.
2. Only the time worked since the employee's last date of hire with the Company shall be counted. Time worked on appropriate classifications prior to a permanent break in corporate service or seniority shall not be included. Time spent on temporary separations such as layoff, illness or injury, or other leaves of absence during which the employee was temporarily separated from the active roll shall not be counted as time worked on the classification.
 3. Time worked on other salary classifications no matter how similar in nature to the appropriate salary classification, and regardless whether or not such salary job may have been accepted in lieu of layoff, shall not be included as time worked on the appropriate salary classification.
 4. Time worked on appropriate salaried classifications shall include time worked at all Corporate locations as reflected in the employee's personnel records, and shall include time worked in a bargaining unit and/or non-bargaining unit positions.
 5. For purposes of determining time actually worked on a classification, a full month of credit will be given for those months in which an employee works ten (10) days or more in the month. Credit for days worked will be given for regular vacation days. Only the days actually worked in the Monday through Friday workweek shall be counted. Overtime days, days for which Salary Continuation payments are made, or other absence, including casual absences, will not be considered as days worked.
 6. Reclassifications to the appropriate higher level classification will become effective on the first regularly scheduled working day of the bi-weekly pay period beginning nearest to the first of the month following completion of the requirements for advancement to such classification.

(9.7) Cost-of-Living Allowance

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

- (a) Effective with the adjustment scheduled for December 2, 2024, the cost-of-living allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002 = 100).

Effective Date of Adjustment:	Based on Three-Month Average of the Consumer Price Indexes for:
December 2, 2024	August, September, and October 2024
March 3, 2025	November, December 2024, and January 2025
June 2, 2025	February, March, and April 2025
September 1, 2025	May, June, and July 2025
December 1, 2025	August, September, and October 2025
March 2, 2026	November, December 2025, and January 2026
June 1, 2026	February, March, and April 2026

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

- (b) 1. The amount of the cost-of-living allowance effective the beginning of the pay period commencing September 25, 2023 and ending December 1, 2024 shall be five cents (\$0.05) per hour.
2. Effective December 2, 2024, the cost-of-living allowance shall be adjusted as follows:

WAGES

-
- i. The COLA base is the average of the May, June and July 2024, Canadian Consumer Price Index (2002=100),
 - ii. There will be a one cent (1¢) adjustment for each 0.038 change in the average Index from the COLA base August 31, 2026.
 - iii. The cumulative amount of any COLA adjustments made from December 2, 2024 to June 1, 2026 shall not exceed two dollars (\$2.00).
- (c) The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, shift premium, holiday payments, call-in pay, vacation payments, paid absence allowance payments, jury duty pay and bereavement pay.
- (d) Effective September 25, 2023 but before the application of the wage increase provided in Section 9.1(a), one dollar and twenty-one cents (\$1.21) shall be deducted from the one dollar and twenty-six cents (\$1.26) cost of living allowance in effect immediately prior to that date and one dollar and twenty-one cents (\$1.21) shall be added to the regular hourly wage rate of each classification.
- (e) In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Subsection (b), any adjustment in the allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the Index.
- (f) No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures used in the calculation of the Consumer Price Index, as applicable for any month on the basis of which the allowance has been determined.
- (g) The continuance of the cost-of-living allowance shall be contingent upon the availability of the monthly Consumer Price Index referred to in Subsection (a) published by Statistics Canada.
- (h) The cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly pay deposit.

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

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

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

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

- (i) - if the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.
- (ii) - if the leftmost of the digits discarded is greater than 5, or is 5 followed by digits, not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits 130.557 becomes 130.6.
- (iii) - if the leftmost of the digits discarded is 5, followed by zero, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

An employee other than Skilled Trades who is hired on or after September 24, 2012 shall become eligible for payment of COLA adjustments to the wage upon attainment of the Straight Time Hourly Wage Rate.

(c05, c08, c12, c16, c20,c23)

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

(9.8) New Jobs

- (a) When the Company introduces a new job into the office that cannot be properly placed in an existing classification or extension thereof, the Company will establish a classification and assign that classification to a grade within the existing salary structure. A written notice of the classification and grade will be given to the Union.(
- (b) If the Union disagrees with the new classification or grade, the Union may file a written grievance directly with Management's representative specified in Section (3.2) Step 1 of the Agreement within thirty (30) days of the date of the notice provided for in (a) above.
- (c) If the parties fail to agree on a classification and/or grade for the new job, the Union may submit the matter to the Appeal Board as provided in Section (3.2) Step 3 of the Agreement. The Appeal Board shall be empowered to determine whether the classification and/or grade assigned to the classification is proper.
- (d) In determining whether the grade assigned to the classification is proper, the Appeal Board shall do so by comparing such classification with other comparable classifications in the bargaining unit the grades of which are consistent with the established salary structure. The Appeal Board's decision shall be limited to the matter in dispute and to determining the propriety of the

classification and the grade of the classification in dispute.

- (e) When the Company establishes a new classification and assigns that classification to a grade within the established salary structure and gives written notice of same to the Union, and the Union within thirty (30) days of the receipt of such notice does not file a written grievance as provided in Section (c) above, such classification and grade shall be deemed to be satisfactory to the Union and not subject to grievance.
- (f) When the Company develops a new position and the Company cannot properly classify the work, the Company may select a represented salary employee in the department to work on the job during its development. The Company shall attempt within sixty (60) days to develop a job description and an applicable grade and classification. If the new job fits into an existing classification it shall be filled through the normal promotional procedure. If the new job will have a new classification and grade the Company will advise the Union in writing of the new class and grade, and thirty (30) days after Union notification, the position will be filled through the normal promotional procedure.
- (g) The Company has a responsibility and duty to properly classify its employees. Accordingly, from time to time during the term of this Agreement, the Company may review the propriety and, where warranted, adjust the classifications of employees.
- (h) The provisions of this Agreement shall not relieve or otherwise limit the Company in carrying out its obligations in this respect, notwithstanding the fact that employees may have been assigned to another classification. (c08)

BENEFITS**(10.1) Benefit Exhibits**

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

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

(10.2) Bereavement Pay

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

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

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

- (b) The employee shall receive Bereavement Pay for the first three (3), or five (5) if applicable, consecutive full working days on which the employee is absent during the period established in Subsection (a).
- (c) Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of overtime

BENEFITS

premiums but inclusive of shift and seven-day operations premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.

- (d) In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.(c96, c99, c02, c23)

(10.3) Jury Duty

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

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

Notwithstanding the above when any of the holidays designated in Section (12.1) of the Office and Clerical and Engineering Agreement Office, Clerical and Engineering Agreement fall on a day that an employee is required to serve on a jury in accordance with the provision of this

BENEFITS

Section, the employee shall receive pay for such holiday and retain the daily jury duty fee paid the employee by the court.

(10.4) Benefit Plans

The Company will continue to make available to eligible clerical, engineering and technical employees in offices covered by the Office, Clerical and Engineering Agreement, the following programs:

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

for as long as it makes the same available to Professional-Administrative roll employees who are not covered by said agreement and in the case of (b) above to eligible retired clerical, engineering and technical employees covered by the Office, Clerical and Engineering Agreement for as long as it makes the same available to retired Professional-Administrative roll employees who are not covered by said agreement. During the term of the above-mentioned collective bargaining agreement the programs will be available on the same terms and conditions applicable to such Professional-Administrative roll employees (including modifications and amendments made from time to time).

Said programs and plans are not conditions of employment nor a part of any agreement between the Company and the Union, and the Company may revoke, terminate, suspend, modify or change them and interpret and apply them or any part of them at any time and in its sole discretion. The Union hereby waives all rights or claims of right to bargain collectively with respect to said programs or plans or any similar program or plan or any supplementary or substitute program or plan, or the application or interpretation thereof, or to require or attempt to require the Company to do so. However, the Company will advise the National Union of any changes in said programs or plans. (c12)

(10.5) Alcoholism and Drug Abuse

During negotiations the parties reaffirmed their continuing conviction that it is important to provide assistance to employees afflicted with alcohol and drug dependence and

BENEFITS

to find ways to motivate them to recognize their problem and seek treatment where appropriate. Accordingly, the parties have expressed their mutual wish to continue their progress toward the common goal of achieving an effective alcohol and drug abuse program at FCA-Unifor locations.

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

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

BENEFITS

hour drug/alcohol awareness training for union representatives and supervisors conducted by the in-plant Employee Assistance/Substance Abuse Representative.

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

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

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

(10.6) Child Care

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

Effective September 25th, 2023, the company will:

BENEFITS

- Provide a subsidy of \$16.00 per full day of childcare for dependent children, age 0 through 6 but not after August 31 of the year in which age 6 is attained, that is:
- Licensed under the Day Nurseries Act
- Registered as a for-profit regulated and registered, non-profit or co-operative
- For half day care, the company will provide a subsidy of \$9.00 per day.
- The subsidy will be extended to cover dependent children between the ages of 3 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of before-school, after-school, or both before and after-school care (maximum \$6.00 per day).
- The benefit will apply equally to all licensed for-profit regulated and registered, non-profit childcare centres and services, including licensed in-home care.
- The benefits will be capped at annual maximum of \$3,000.00 per year, per eligible child. Additionally, this subsidy can be coordinated between represented FCA Canada employees. If an eligible employee passes away while covered by this child care benefit, this benefit will be provided to the surviving spouse and eligible dependents. Coverage will continue for the same length of time as survivor coverage under the HSMDDV benefit.
- Details of the administration of this program will be developed by the company.
- In no circumstance would the company pay more than 50%.
- The National Union will work with existing licensed non-profit childcare centres and the services in an effort to extend their service to Unifor members, such as for extended hours to cover shift work. (n96)(c02)(c05)(c16)(c20)(c23)

(10.7) Legal Services

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

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

(10.8) Eligibility to Apply for FCA Canada Scholarship

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

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

(10.9) Employee-Retiree New Vehicle Purchase Program

This will confirm that FCA Canada intends to continue the FCA Canada Employee-Retiree New Vehicle Purchase Program for employees with at least ninety (90) days of continuous service, employees on approved leaves of absence, retirees under a FCA-Unifor Pension Plan, surviving spouses of eligible employees-retirees, and dependents of eligible employees-retirees living at the same address, as well as non-dependent sons and daughters of eligible employees-retirees.

BENEFITS

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

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

We appreciate the efforts of Unifor to encourage employees to purchase FCA products. (c02)

(10.10) FCA Product Programs

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

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

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

(10.12) Pension – SIB

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

become eligible again to receive the pension benefit following the exhaustion of eligibility for insurance benefits.

(10.13) Joint Letter on Public Pension Policy and Guarantees

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

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

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

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

Over time, however, those public benefits have provided a diminishing share of income replacement for many Canadian retirees, including Unifor members. In the future, policy-makers should aim to reverse this relative erosion in public pension benefits. This will enhance the retirement security of millions of Canadian workers, and will also enhance the ability of employer-sponsored plans to more effectively reach desired income replacement targets.

BENEFITS

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

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

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

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

We believe that appropriate levels of public pension benefits, coupled with a viable guarantee system, can be constructed in an efficient manner without undue burden on plan sponsors, participants, or taxpayers. We believe these essential elements would greatly enhance our joint efforts to provide for a healthy and secure retirement income for our employees and members. (n05)

(10.15) Pension Benefit Reduction

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

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

(10.16) E.I. Premium Rebate

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

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

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

(10.17) Annual Benefits Meeting

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

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

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

The National Union, the Health Care Committee (Benefits Representatives), and the Company will jointly determine the agenda items, and make necessary recommendations, as well as attend and participate in the annual meeting.

The Company has agreed to provide pay for lost time (up to twenty-four (24) hours base pay rate plus COLA) to Union Benefit Representatives while in attendance at one or more of the scheduled meetings each year. The employee who has been designated as the regular replacement for the Union Benefit Representative may be activated for the day the Benefit Representative attends the annual benefit meeting. (c02, c20)

(10.18) Social Justice Fund

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

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

BENEFITS

contributions will be made available from the Special Contingency Fund.

Hours Worked	Payment Date
9/25/2023 - 12/24/2023	1/31/2024
12/25/2023 - 3/24/2024	4/30/2024
3/25/2024 - 6/23/2024	7/31/2024
6/24/2024 - 9/22/2024	10/31/2024
9/23/2024 - 12/22/2024	1/31/2025
12/23/2024 - 3/23/2025	4/30/2025
3/24/2025 - 6/22/2025	7/31/2025
6/23/2025 - 9/21/2025	10/31/2025
9/22/2025 - 12/21/2025	1/30/2026
12/22/2025 - 3/22/2026	4/30/2026
3/23/2026 - 6/21/2026	7/31/2026
6/22/2026 - 9/20/2026	10/30/2026

The Company will make these quarterly payments provided that:

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

BENEFITS

- (c) the Union obtains and maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit company are tax deductible;
- (d) at all times, the objects, by-laws and resolutions of this non-profit company limit it to making only the following types of financial contributions:
 - (i) contributions to other Canadian charities that are registered under the Income Tax Act,
 - (ii) contributions to international relief efforts that are considered reasonable and which do not hinder the non-profit company's ability to maintain its status as a registered charity, in good standing under the Income Tax Act;
 - (iii) contributions to any Canadian or international non-partisan relief efforts to which other Canadian registered charities are also making financial contributions.

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

2. In addition, the Company has also agreed to contribute \$250,000 per year to the Unifor Local 444 Social Justice Fund during the term of the Agreement. These payments will be contingent upon compliance to (1)(a), (1)(c) and (1)(d) of this letter. (c96, c99, c02, c05, c08, c12, c16, c20, c23)

(10.19) Maternity, Parental, Adoption, Family Medical, and Critically Ill Child Care Leaves

During the course of negotiations the parties discussed the Union's proposal to pay maternity, parental and adoption leaves from a Supplemental Unemployment Benefit (SUB) Fund as a top-up to Employment Insurance Benefits. The Company agrees to provide a maternity leave allowance which will provide seniority employees with up to 16 weeks at a rate equivalent to an amount that when added to

BENEFITS

Employment Insurance benefits will equal 75% of Weekly Straight Time Pay provided that the employee has been in active service in the Bargaining Unit within one (1) year of the commencement of their maternity leave of absence. In addition, the Company will also provide parental and adoption leave allowances which will provide seniority employees with 35 weeks of benefits, or for duration of the leave, if shorter, at 65% of Weekly Straight Time Pay less Employment Insurance Benefits.

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

Eligibility for Family Medical or Critically Ill Child Care leaves of absence shall be in accordance with any Employment Standards Act (ESA), 2000. For Family Medical leaves of absence commencing on or after January 1, 2017, the Company agrees to provide a Family Medical leave allowance which will provide seniority employees with up to 26 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 65% of Weekly Straight Time Pay provided that the employee has been in active service in the Bargaining Unit within one (1) year of the commencement of the leave of absence, and they are in receipt of Employment Insurance benefits.

For Critically Ill Child Care leaves of absence commencing on or after January 1, 2017, the Company agrees to provide a Family Medical leave allowance which will provide seniority employees with up to 37 weeks at a rate equivalent to an amount that when added to Employment Insurance benefits will equal 65% of Weekly Straight Time Pay provided that the employee has at least 6 months service with the Company at the commencement of the leave of absence, and they are in receipt of Employment Insurance benefits.

(n96, c02, c05, c16)

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

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

(10.21) Memorandum of Understanding SCF

The Company and Union agree that:

- (a) The Special Contingency (SC) Fund will be continued during the term of this Collective Agreement.
- (b) Such SC Fund will equal an accrual by the Company of \$2.60 per overtime hour worked by all covered employees in excess of five percent (5%) of straight time hours worked by such covered employees for all pay periods commencing after the effective date of this Agreement.
- (c) During the term of this Collective Agreement, the SC Fund will be utilized only in support of the following plans and programs: (i) the Supplemental Unemployment Benefit (SUB) Plan, (ii) the Legal Services Plan, (iii) Child Care programs, (iv) the Unifor Leadership Training Program (P.E.L.), (v) research, leadership and development activities of the Union, (vi) programs covered under the National Training Committee Letter (16.1), (vii) Retiree Fund, (viii) a Skilled Trades Fund, (ix) a Dependent Scholarship Fund, (x) Social Justice Fund, and (xi) Health and Safety Fund. At any point in time the Special Contingency Fund Balance shall be equal to the cumulative accrual calculated in Section (b) above, less the cumulative utilization calculated in this Section (c). The cumulative accrual and utilization shall include balances carried forward from prior Agreements.

BENEFITS

- (d) The use of the SC Fund for SUB funding will be determined solely by the amount of the Credit Unit Cancellation Base (CUCB) as determined from time to time under the SUB Plan for the purpose of determining the cancellation rate of Credit Units on the payment of Regular Benefits under the SUB Plan. In the event that such CUCB amount otherwise would fall below the applicable amount that would require an increased Credit Unit cancellation rate from 3.33 to 5 Units for Employees with 1 but less than 5 Years of Continuous Service the Company will make weekly contributions to the SUB Fund from the balance of the SC Fund. Such additional contribution amount from the SC Fund would be an amount that, together with the amount of regular Company contributions to the SUB Fund that week, would be sufficient to pay all SUB Benefits then due and payable and still keep such CUCB from falling below the amount requiring the increased cancellation rate described above. At any time the balance of the SC Fund is exhausted, the regular provisions of the SUB Plan would apply.
- (e) Funding for the above mentioned plans and programs will be determined as follows:
 - (i) funding for SUB purposes will be made available pursuant to Section (d) above,
 - (ii) funding for the Legal Services Plan in an amount sufficient for the administration of and the provision of benefits required under the Legal Services Plan,
 - (iii) funding for the Unifor Leadership Training Program (P.E.L.) will be provided in the amount of fourteen cents \$0.14 per hour worked,
 - (iv) funding for research, leadership and development activities of the Union will be provided in the amount of one cent (\$0.01) per hour worked, funding for programs and activities of the National Training Committee will be provided pursuant to Letter (16.1),
 - (v) funding in support of educational and awareness programs for retired workers. Accordingly, the parties agreed that arrangements will be made to finance these programs by using available funds

BENEFITS

- from the Special Contingency Fund in the amount of up to three cents (\$0.03) per hour worked during the term of this Agreement,
- (vi) funding in support of core programs for development of skilled trades employees, pre-apprenticeship courses and programs related to new technology, all of which will facilitate the change needed to maintain a flexible and progressive skilled trades workforce. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to five cents (\$0.05) per hour worked during the term of this Agreement,
 - (vii) funding for Dependent Scholarship will be provided in the amount of \$1,300 per year to eligible dependents of active employees enrolled in an accredited Canadian University/Community College,
 - (viii) funding for the Social Justice fund will be provided in the amount of six cents (\$0.06) per hour worked,
 - (ix) funding for the Medical Awareness Program. The parties discussed the Medical Awareness Program and the importance of educating seniors regarding the potential health problems associated with the misuse of prescriptions drugs. In recognition of the merits of this program the Company will provide up to \$150,000 from the Special Contingency Fund during the term of this Agreement.
 - (x) funding for the Health & Safety Fund will be provided in the amount of five cents (\$0.05) per hour worked,
- (f) The parties agree that funding for the Paid Education Leave (PEL) Fund, Research, Leadership and Development (R.L.&D.) Fund, Retiree Fund, Skilled Trades Fund and Social Justice Fund (SJF) will be subject to a \$4,500,000 minimum for contributions generated in 2023, 2024, and 2025.

BENEFITS

- (g) The parties agree that in the event that the SC Fund Balance is insufficient to provide funding for the above mentioned plans and programs as required in Section (e), the amount of required funding in excess of the SC Fund Balance will be recovered as an offset against future SC accruals.
- (h) As of the end of this Collective Agreement period, the parties would negotiate the usage of any balance then remaining in the Special Contingency Fund. (c96, c99, c02, c05, c20, c23)

(10.23) Employee Family Assistance Program

During these negotiations, the Company agreed to pay short-term family counseling for employees, eligible dependents of employees, retirees, and the eligible dependents of retirees, who require counseling as a result of addiction to alcohol, other drugs, or gambling to a maximum of \$700,000 during the term of the Collective Agreement.

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

(n99, c02,c16)

(10.24) Substance Abuse Facility Charges

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

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

BENEFITS

for such treatment, arrangements will be made for the payment of the non-residential program charge in lieu of a residential treatment program.

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

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

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

(10.25) Dependent Children Scholarship Program

For employees hired prior to September 24, 2012, the program will reimburse up to \$1,300.00 per year from the Special Contingency Fund, to eligible children of active employees enrolled in an accredited Canadian or American university or community college. This program will also cover certificate programs at any accredited Canadian or American university or community college. This plan will include dependent children of retirees and surviving spouses. This plan may be coordinated between two represented bargaining unit employees.

For employees hired on or after September 24, 2012: will be eligible for this Dependent Scholarship program the first day of the month following their completion of one (1) year of service, and will be continued into retirement provided the employee is at least fifty-five (55) years of age and had ten (10) or more years of service as of their last day worked.

(c99, c02, c05, c12, c16, c20, c23)

LEAVE OF ABSENCE

(11.1) Leave for Good Cause

Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal reasons, personal illness or accident, death or serious illness in the immediate family, pregnancy, adoption, jury duty, military reserve training and elective or appointive public office, and such leaves may be extended for like cause. (c02)

(11.2) Leave for Travel

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

(11.3) Leave for Education

A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence of acceptance as a student by a college, university or school, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each, provided the employee has not previously returned to work from any such leave by displacing a seniority employee.

(11.4) Credit Union Leave

A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with the credit union chartered by a provincial or the federal government to

LEAVE OF ABSENCE

service primarily FCA employees. Such a leave may be extended for additional periods not to exceed one (1) year each.

(11.5) Leave of Absence Clarification

It is understood that leaves of absence granted under Section (11.1) through (11.4) shall be granted only where the requirements of the Office permit and replacement employees are available.

(11.6) Leave for Union Business

- (a) An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the National Union, or (iii) appointed, selected, or elected by the Union to the Staff of the Canadian Labour Congress, or to the Staff of a Provincial, County, City or Regional C.L.C. Council, or Ontario Federation of Labour, or as delegates to Union conventions, shall at the written request of the Union receive temporary leaves of absence for periods not to exceed three (3) years or the term of office, whichever is shorter.
- (b) An employee appointed to a position identified as one of a labour member of a government agency shall at the written request of the Union receive a leave of absence for a period of not more than three (3) years.
- (c) A leave of absence may be granted an employee for other union activities upon the written request of the National Union to the Manager of Labour Relations and Labour Economics of the Company.
- (d) Upon return from any such leave of absence, the employee shall return to the last class previously held provided that they have seniority to hold. Failing that the employee may displace the junior employee on a class with the most phase up time provided they have sufficient seniority. If the employee waives this option they will displace the junior person on the highest grade previously held. If the employee cannot hold under the above provisions they will be placed under the Lay Off Language. (c02)

(11.7) Pregnancy Leave

This is to confirm our understanding with respect to the circumstances under which a pregnancy leave of absence may be granted under Section (11.1) of the Office and Clerical and Engineering Agreement. Active employees are expected to continue to work until such time as they are physically unable to perform their regular work or other available work. However, upon request an active employee, though not physically unable to work due to pregnancy, will be granted a personal leave of absence for good cause within the meaning of Section (11.1) subject to the limitations contained in Section (11.5). Such leave of absence shall entitle the employee to applicable benefits under the Insurance Plan while the employee is on pregnancy leave of absence or could be placed on such leave by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.

HOLIDAY PAY

(12.1) Holidays Designated

The holidays are designated as:

October 9, 2023	Thanksgiving Day
November 10, 2023	Remembrance Day*
December 25, 2023)
December 26, 2023)
December 27, 2023) Christmas
December 28, 2023) Holiday
December 29, 2023) Period
January 1, 2024)
February 19, 2024	Family Day
March 29, 2024	Good Friday
April 1, 2024	Monday after Easter
May 17, 2024	Friday before Victoria Day
May 20, 2024	Victoria Day
July 1, 2024	Canada Day
August 30, 2024	Friday before Labour Day
September 2, 2024	Labour Day
September 30, 2024	National Day for Truth and
Reconciliation	
October 14, 2024	Thanksgiving Day
November 11, 2024	Remembrance Day*
December 23, 2024	
December 24, 2024)
December 25, 2024)
December 26, 2024) Christmas
December 27, 2024) Holiday
December 30, 2024) Period
December 31, 2024)
January 1, 2025	
February 17, 2025	Family Day
April 18, 2025	Good Friday
April 21, 2025	Monday after Easter
May 16, 2025	Friday before Victoria Day
May 19, 2025	Victoria Day

HOLIDAY PAY

June 30, 2025	Canada Day
August 29, 2025	Friday before Labour Day
September 1, 2025	Labour Day
September 30, 2025	National Day for Truth and Reconciliation
October 13, 2025	Thanksgiving Day
November 10, 2025	Remembrance Day*
December 24, 2025)
December 25, 2025) Christmas
December 26, 2025) Holiday
December 29, 2025) Period
December 30, 2025)
December 31, 2025)
January 1, 2026)
January 2, 2026)
February 16, 2026	Family Day
April 3, 2026	Good Friday
April 6, 2026	Monday after Easter
May 15, 2026	Friday before Victoria Day
May 18, 2026	Victoria Day
July 3, 2026	Canada Day
September 4, 2026	Friday before Labour Day
September 7, 2026	Labour Day

* Brampton employees will not observe the November 10, 2023, November 11, 2024, November 10, 2025 holidays but instead will observe the October 6, 2023, October 11, 2024, and October 10, 2025 holidays.

* Etobicoke employees will not observe the November 10, 2023, November 11, 2024, November 10, 2025 holidays but instead will observe the August 5, 2024, August 4, 2025, and August 3, 2026 holidays.

(b) In the event that a province or subdivision by law or declaration having the force of law requires an office closing in observance of a holiday: (i) which is not a designated holiday in this Section, such province or local holiday shall

HOLIDAY PAY

be observed by the affected office in lieu of whichever one of the holidays designated herein Management shall select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected office on the date the office is required to close in lieu of the date specified herein.

(c) Employees who work on a holiday which is celebrated other than on Saturday or Sunday will also receive their regular salary for such holiday.

(d) An employee on the active roll on the holiday who received regular salary for the day preceding or for the day following the holiday or received regular salary for the day preceding or the day following the day the Company designates in lieu of such holiday, or returns to work from layoff or an approved leave of absence on the Tuesday immediately following a Monday holiday, will receive regular salary for such day if the employee otherwise was available and scheduled to work on such observed or designated day.

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

Saturday, December 30, 2023

Sunday, December 31, 2023

Saturday, December 28, 2024

Sunday, December 29, 2024

Saturday, December 27, 2025

Sunday, December 28, 2025

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

The foregoing provisions shall not apply to employees assigned to (i) third shift Sunday night start operations; and (ii) a shift which starts on Friday and continues into Saturday. (c12, c16, c23)

(12.2) Failure to Report for Holiday Work

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

12.2 is incorporated into section 12.1 in OC&E

(12.4) Christmas Holiday Pay during Layoff

Notwithstanding the provisions of Section (12.1) of the Office and Clerical and Engineering Agreement, a seniority employee who is temporarily or indefinitely laid off during the fourth work week prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who received regular salary for the employee's last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh work week prior to a week in which one or more of the holidays in the Christmas holiday period falls and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas holiday period. An employee temporarily laid off shall receive pay for such holiday following the employee's return to work from such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas holiday period.

HOLIDAY PAY

In addition, a seniority employee on sick leave of absence who is released by the employee's doctor to return to work during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period falling on and after the date the employee notifies the Office of availability for work and, provided further, that the employee presents satisfactory medical evidence of availability to work on such day upon return to work.

Also, a seniority employee on a personal leave of absence which expires during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period which fall (i) on or after the expiration date of such leave or (ii) on and after the date the employee notifies the office of availability for work, whichever is later.

VACATION**(13.1) Eligibility**

(a) An employee will earn credit toward vacation with pay in accordance with the following schedule:

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

Continuous Service on Dec 31 of the year during which vacation credit is earned	Vacation Entitlement - earned in prior year
less than 1 year	0.5 working days of vacation for each month of credit up to a max of 5.0 working days of vacation
1 year but less than 2	1.0 working days of vacation for each month of credit up to a max of 10.0 working days of vacation
2 years but less than 3	1.10 working days of vacation for each month of credit up to a max of 11.0 working days of vacation
3 years but less than 5	1.75 working days of vacation for each month of credit up to a max of 17.5 working days of vacation

VACATION

5 years but less than 10	2.0 working days of vacation for each month of credit up to a max of 20.0 working days of vacation
10 years but less than 15	2.25 working days of vacation for each month of credit up to a max of 22.5 working days of vacation
15 years but less than 20	2.5 working days of vacation for each month of credit up to a max of 25.0 working days of vacation
20 or more years	3.0 working days of vacation for each month of credit up to a max of 30.0 working days of vacation

(b) Credit will be earned only for those months in which an employee works at least five (5) days. If an employee who works at least five (5) days in each of less than ten (10) months is entitled to a fraction of a day of vacation, the employee may take one half day of vacation if the fraction is one quarter ($1/4$) day or one half ($1/2$) day; or the employee may take a full day of vacation if the fraction is three quarters ($3/4$) of a day. Time spent on a scheduled vacation while on the active roll will be considered as time worked for the purpose of computing vacation credits. Time spent on a disability absence for which an employee receives Salary Continuation or disability absence due to compensable injury or legal occupational disease will be considered time worked for the purpose of computing vacation credits, provided the employee works during the calendar year in which such credit is earned.

(c) 1. If, as of December 31 of the year during which the vacation credit is earned, an employee who was hired

during such year had (i) at least three (3) months continuous service and (ii) worked at least three (3) months but earned less than five (5) working days of vacation, the employee shall be eligible in the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring the total vacation days both earned and non-accrued to five (5) working days.

2. If a laid off seniority employee is reinstated during the year in which the vacation credit is earned and works at least three (3) months (whether continuous or not) but earns less than five (5) working days' vacation as of December 31, such employee shall be eligible in the year that vacation is taken for that number of non-accrued vacation days sufficient to bring the total number of vacation days to five (5) working days less the number of vacation days that were accrued during the year and for which the employee was paid at time of layoff.

(d) Non-accrued vacation days granted employees pursuant to Subsection (c) shall be used only after all earned vacation for the year has been used. Unused, non-accrued vacation days shall be forfeited if not taken in the vacation year at time of separation irrespective of the reasons for the separation. No employee shall be entitled to non-accrued vacation days prior to completing six (6) months of continuous service. (c02, c08, c12, c23))

(13.2) Vacation Period

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. Prior to March 1 of each year, employees of each office may request the period during which they wish to take a vacation. If the number of employees who select a particular vacation period exceeds the number who can be released without affecting the efficient operation of the department concerned, the

employees whose vacation requests are granted may be selected according to seniority or by any other method

VACATION

mutually agreed upon by the parties. Upon request, the Unit President may review the vacation schedules with the designated representative of management. Temporary employees may be utilized by Management as vacation replacements.

(b) Providing scheduling will not interfere with operations vacations may be taken in periods of full weeks, consecutive days of less than a week, whole days or one-half (1/2) days.

(c) When a holiday is observed by the Company on a day during the Monday through Friday workweek, or a day is designated during the Monday through Friday workweek by the Company in lieu of holiday and such day occurs during a scheduled vacation, the vacation may be advanced or extended one day continuous with the vacation.

(d) A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each calendar year, provided, however, an employee who is on a Disability Absence for a complete calendar year, and who returns to work in the year following a year of Disability Absence, shall be entitled, in accordance with Section (13.3) (d), to the number of days of vacation earned in the year immediately prior to the year of disability, provided the employee has not used or received pay for such vacation day.

(e) A vacation may not be waived by an employee and extra pay received for work during that period.

(f) No allowance will be made for sickness or other incapacity occurring during vacation except that an employee prior to the first day of scheduled vacation who is on a Disability Absence, as defined in Section (4.3), or who, during the vacation, is hospitalized for one or more full weeks, may, upon return to work and upon presentation of due proof of hospitalization or

Disability Absence as required under Section (4.7), reschedule during the current calendar year the number of days of vacation on which the employee was on a Disability Absence or was hospitalized; provided, further, the rescheduling of such days of vacation does not require the rescheduling of any other employee's vacation

and does not adversely affect the efficient operations of the departments concerned. (c20)

(13.3) Vacation Entitlement – Transfer, Termination and Layoff

- (a) An hourly employee transferred to salary will be eligible in accordance with these Sections (13.1) through (13.4) for a salaried vacation based on Corporate service if the employee has not received a payment in lieu of vacation during the current year.
- (b) If a salaried employee retires, or dies, the employee, or the estate in the case of the employee's death, will receive a payment in lieu of vacation for any unused vacation credit, including that accrued in the current calendar year. A salaried employee who is laid off temporarily pursuant to Section (6.1)(a) or (14.2) will not automatically receive such payment at the time of layoff or temporary separation. In the event a layoff is indefinite or becomes indefinite, the employee will receive a payment in lieu of vacation for any unused vacation credit. Such payment will include that vacation accrued in the current calendar year, unless the employee makes a request, in writing, to the Salary Administration and Employment department, to defer the payment of current year vacation accrual for use in the calendar year for which it was earned for use. In any case, the deferral of such current year vacation accrual payment will not extend past the end of the calendar year for which it was earned for use. A recalled employee who received payment will have such payment deducted from the salaried vacation or hourly payment in lieu of vacation for the following year.
- (c) If a salaried employee is otherwise separated from employment, or is transferred to an hourly-rated job, the employee will receive any unused vacation credit only as of the preceding January 1 and will not be eligible for an hourly payment in lieu of vacation in the current calendar year.
- (d) An employee returning from a leave of absence, who has not worked in the current calendar year, shall not be eligible for vacation accrued in the previous calendar

VACATION

year until the employee has returned to work for thirty (30) calendar days following expiration of the leave of absence or is subsequently laid off, whichever occurs sooner. If there are less than sixty (60) calendar days before the expiration of the current calendar year, the employee shall be eligible for vacation accrued in the previous calendar year upon working one-half (1/2) of the working days which remain in the year.

(13.4) Rate During Vacation

Employees shall receive their regular salary plus cost-of-living allowance in effect when the vacation is taken inclusive of shift premium, but exclusive of overtime and any other premiums. They shall receive any improvement factor increase on a pro-rata basis if it should go into effect while they are on vacation. Employees paid accumulated vacation credits upon separation shall receive their regular base salary including any cost-of-living allowance, but excluding any other premiums or adjustments, occurring subsequent to the last day worked.

(13.5) Changing Vacation Time Off - Death in Immediate Family

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

Notwithstanding the above, this will confirm our understanding that employees who are notified of a death in the immediate family and are otherwise eligible for bereavement pay during a week(s) in which they were scheduled to be, or are, on vacation, will not be charged vacation for the days, up to three (3) or four (4) total, in lieu of bereavement pay which they would normally be entitled to, except for their non-work status during such vacation week(s).

(13.6) Vacation Eligibility

Sections (13.2) (d) and (13.3) (d) of the Office and Clerical and Engineering Agreement provides that an employee who has been on disability absence for over one year and does not work for thirty (30) calendar days in the current year, shall not be eligible for vacation accrued in the previous calendar year. This will confirm that, notwithstanding these provisions, the Company will give consideration on an individual basis to granting vacation eligibility to such an employee who goes directly from a disability absence to retirement status.

ENGINEERING**(14.1) Layoff and Recall - Engineering Employees Only**

The term "layoff" when used in this Agreement means a reduction in the working force that begins upon the completion of the last scheduled day of work for the employee and includes the definitions as set forth in (a) and (b) below.

(a) Indefinite Layoff

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

(b) Temporary Layoff

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

(c) Temporary Adjustment

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

(14.2) Temporary Adjustments Procedure — Engineering Employees Only

Temporary adjustments of the working force may be made without regard to seniority for a period of five (5) working days. If the period of the reduction exceeds five (5) working days and the Local Union requests Management to adjust the working force, as set forth in Section (14.4) (a), it will do so within five (5) working days following receipt of the

request. During such adjustments, Management will endeavor to give consideration to retaining senior employees when time and circumstances permit.

(14.3) Notice of Layoff — Engineering Employees Only

Management will give to employees and to the Committee person in the district when reasonably practicable forty-eight (48) hours' notice of indefinite or temporary layoffs.

(14.4) Layoff Procedure — Engineering Employees Only

(a) Layoff procedure. When there is an "indefinite layoff" the following procedure shall be followed:

1. Probationary employees will be laid off on a unit-wide basis in such manner and as expeditiously as is consistent with the continuous, efficient and orderly operation of the offices or departments involved, provided that the laid-off seniority employee who displaces the probationary employee has the ability to perform the job.
2. Employees with seniority will be laid off according to seniority provided the greater seniority employees are able to perform the available work. However, the Company shall not be required to promote an employee at time of layoff unless the employee has previously performed the higher-rated job and is able to do the work.
3. Within twenty-one (21) days after the indefinite layoff of an engineering employee on one of the classifications listed below from the Windsor Assembly Plant, the laid off employee shall displace the junior employee in the same engineering classification at the Windsor Assembly Plant. As the case may be, provided such employee has less seniority than the laid off employee . It is further understood that employees in classifications listed below perform

ENGINEERING

many distinct types of work, and no employee shall displace another employee in said group unless the employee has the ability to perform the work of the employee displaced. Employees, who transfer to a new office as set forth above, shall carry with them to the new office the seniority they had in the office from which they are transferred and shall lose seniority in their former office.

<u>Group</u>	<u>Classification No. Applicable Plant</u>
Windsor	204A and 204B, 206,
Assembly	211A and 211B, 218A
Plant	and 218B, 228 and 229

(b) When there is a "temporary layoff" the following procedure shall be followed:

1. Employees may be laid off for five (5) working days according to seniority by classification in each seniority group. If such layoff exceeds five (5) working days, the Union may request in writing Management to adjust the working force according to seniority, within the seniority group by occupational group. Management shall then do so within five (5) working days thereafter, unless said time is extended by mutual agreement. During such adjustments, including those instances where it is anticipated a number of such adjustments will occur on a regular recurring basis, management will endeavor to give consideration to retaining senior employees when time and circumstances permit, or
2. Local Supplemental Seniority Agreements may provide that when there is a temporary layoff, employees on each shift in each classification and 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

may be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first provided that the employees remaining at work have the present ability to perform the available work without break-in. Employees 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. Employees laid off under this Subsection (b) 2.

(i) shall not be eligible for placement in other plants of the Company pursuant to Section (6.2) Work Opportunity for Laid Off Employees.

- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (b) 2. (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 originally scheduled date will displace the junior employee on the shift in the classification in the department.

- (v) (1) If it becomes necessary to recall employees laid off under Subsection (b) 2. (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 the department on the affected shift and classification being recalled first.

- (2) If, after employees are laid off under Subsection (b) 2. (iii), it is determined in a department that the layoff will be extended for an indefinite period of time, the work force in the department including those employees on layoff will be adjusted within ten (10) working days thereafter in

ENGINEERING

accordance with Section (14.4) (a), Layoff Procedure Indefinite Layoffs.

- (vi) If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union, Management will consider employees on all shifts in a department as being on one shift for purposes of Subsection (b) 2. (iii). In a temporary layoff of such expected duration, the Local Union may request Management to waive the Temporary Layoff provisions set forth in Subsection (b) 2. (iii) and Management will reduce the working force according to the Indefinite Layoff provisions as set forth in Section (14.4) (a). Either of such requests shall be made in writing within twenty

(14.5) Recall Procedure — Engineering Employees Only

When the working force is increased after an indefinite layoff, as set forth in Section (14.4) (a), before promoting employees pursuant to Section (7.4) (a) (3), employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Corporation Company shall not be required to promote an employee at time of recall unless the employee has previously performed the higher rated job and is able to do the work. The recall procedure for temporary layoff is set forth in Section (14.4) (b).

(14.6) Inverse Seniority for Engineering Employees

Notwithstanding the provisions of Section (14.4) (b) (2), Layoff Procedure-Temporary Layoff, which set forth the implementation of the principle of inverse seniority during temporary layoffs for employees on each shift, we are agreeable that, prior to each temporary layoff affecting 50% or more of employees in each department, the Management and the Local Union may agree to combine the existing shifts for the purpose of applying the inverse seniority concept. The

ENGINEERING

parties recognize the number of employees which can be interchanged between shifts will vary between departments depending upon the nature of operations, the skills and experience required, etc. Any such agreement must result in maintaining an experienced, qualified workforce with the present ability to perform the available work without break in. If combining shifts prevents the 48 hour notice of layoff required by Section (14.3), such requirement is waived.

It is understood and agreed that the application of this letter shall be for temporary layoffs that are scheduled to last one or more full weeks.

If the Union believes that in a particular office the agreements set forth above are being unfairly applied, they may take up any such requests which it believes meritorious with Labour Relations. (c08)

(14.7) Launch Periods — Engineering Employees Only

Recently the parties have had considerable discussion as to the role of Assembly Division Manufacturing Engineering employees who are assigned to Assembly Plants during the launch period of new models or during periods of installation and tryout of new or revised tooling, equipment or processes.

Under normal circumstances, the above mentioned employees will assume the following role during the periods described above:

(a) Advises and assists represented engineers and assembly plant personnel in the installation and tryout of tooling and processes and in the resolution of production problems of a tool or process nature by investigating and analyzing problems, determining approaches to overcome problems and working with plant personnel in accomplishing the required changes or modifications. Reviews and analyzes plant deviation requests and determines appropriate disposition.

(b) Makes changes in tool and equipment designs, specifications and application, processes, recommends changes in lineup and takes other appropriate action based on problems encountered or information developed during installation and tryout in the plant and experience under

production conditions to ensure tools, processes and the general plan permit performance of assembly operations within quality and cost standards.

The intent of the foregoing language is to set forth the basic procedure which Assembly Division Manufacturing Engineering employees follow while assigned to assembly plant operations and is not intended to limit or expand upon their overall job responsibility.

(14.8) Advanced Manufacturing Engineers

Since the conclusion of 1996 negotiations, FCA Canada has made significant investments in its manufacturing operations. As a result, personnel from the Company's Advanced Manufacturing Engineering Department have been frequently present in our facilities given their responsibility for certain new model and capacity expansion programs. As discussed during bargaining, plant engineering functions are responsible for process improvements, reprocessing and machine replacements.

Notwithstanding the above, it is also acknowledged there are, at times, overlapping duties and a need for the plant to have early involvement in AME programs, especially during installation and tryout of new revised tooling equipment and processes. Plant involvement includes salaried bargaining unit engineers working with AME to provide input in order to develop optimal processes and provide for an orderly transition during vendor certification and completion of plant installations and launch support. The parties further agree that plant management will implement procedures to ensure a flow of communication between visiting AME engineers and the plant Engineering Office. Further, visiting AME engineers will liaise with their respective Unifor counterparts who are knowledgeable about particular projects throughout advanced programs.

During negotiations the Union also expressed concern over the possibility that engineers represented by the Unifor could be in a layoff status while AME engineers are performing their function in the plant. The Union was advised that the normal operations associated with new model or capacity

expansion programs witness the recall of engineers from layoff, a supplement of the workforce with engineers assigned to Special Projects (as outlined in a separate memorandum agreed to between the parties) along with the performance of AME functions at the plant. Disputes that arise out of the intent of this letter may be directed to the National Union Staff Representative and the FCA Canada Labour Relations and Safety Department. (c08)

(14.9) Safety Engineer Requirements

During negotiations, the parties agreed to introduce two new positions within Health and Safety to be filled by bargaining unit engineers. One successful candidate shall be selected from Local 1498 and 1285 respectively. The engineers would continue to be stationed in the Windsor and Brampton Assembly Plants but will become part of the Staff Health and Safety Department.

Given the importance of a Health and Safety bargaining unit engineer becoming familiar with the expectations, requirements and legislation pertaining to such position, consideration for the selection of individuals shall be from a variety of sources including the National Joint Health and Safety Committee. Final selection for the positions shall be the responsibility of the Manager, Occupational Health and Safety.

HEALTH AND SAFETY

HEALTH AND SAFETY

(15.1) Safety Glasses

The Company will provide prescription safety glasses to active employees and TPT employees working on a job or in an area where eye protection is a company requirement provided the employee furnishes a prescription from the employee's own doctor or optometrist. It is understood that invisible line bi-focal, tri-focal lenses, rose tint #1 or #2, progressive #1, and task specific eyewear for computer operators under certain conditions are included in this program. The Company will replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from the doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

The parties agree that a wider selection of plastic and metal frames are included in the program.

Further the parties agree that a 100% Eye Safety Program is desirable in certain plants and areas and the Union will support such programs where they are warranted for safety reasons. (c96, c99, c02, c12, c23)

(15.2) Safety Shoes

During the recent negotiations the parties discussed a subsidy towards the purchase of safety shoes. The Company agreed to provide active production employees with up to a two hundred dollar subsidy towards the purchase of safety footwear from Company-approved sources, not more than once each contractual year through the Payroll Deduction Program. Where an employee elects to purchase safety footwear in accordance with this understanding, such safety footwear shall be exclusively for that employee and the employee shall wear such footwear on the job.

HEALTH AND SAFETY

It is further understood that all active Skilled Trades employees (as in the P&M Agreement - List of Skilled Trades Active Classifications) and Apprentices, will be provided with up to a two hundred dollar subsidy towards the purchase of "Green Patch" construction safety grade footwear and that electricians shall use their subsidy towards the purchase of "OMEGA/Green Patch" construction grade safety footwear, not more than once each contractual year through the Payroll Deduction Program. It is understood that where purchases are made by Skilled Trade employees and Apprentices, such safety footwear shall be exclusively for that employee and the employee shall wear such footwear on the job.

It is understood that if safety footwear is purchased for less than any of the provided subsidies, the amount paid by the company will be the actual cost of the footwear and the employee forgoes any further safety footwear subsidy for that contractual year.

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

It is understood by the parties that employees hired by the Company as vacation replacements, more commonly referred to by the parties as "summer students" will not be entitled to participate in this program. (c96, c99, c02, c20, c23)

(15.3) Minute of Silence

During the course of these negotiations the Union requested one (1) minute of silence be observed in the plants covered by this Agreement in memory of those persons who have died in industrial accidents. The minute of silence will be observed each year on April 28, at 11:00 a.m. or at such time as determined by local plant management which will have the least impact on plant operations.

In addition, the Unifor National Health & Safety Coordinator may make recommendations to the NJHSC on proactive initiatives that the company and union may take to promote the day of observance and health and safety awareness, such as flying flags at half-mast, safety talk or disseminating promotional written material. (c02,c05)

(15.5) Office Moves, Machinery and Equipment Purchases, Facility Changes

During recent negotiations the parties discussed Health and Safety Committee involvement in planned Office moves, Machinery and Equipment purchases and Facility changes. The Company assures the Union the Joint Health and Safety Committee will be notified of proposed changes or purchases when they relate to the health and safety of office workers.

Committee members may then make recommendations to management in this regard.

(15.6) Implementation Of Revised Legislation In The Area Of Health And Safety

During the current negotiations the Union raised with the Company its concern regarding possible future changes to the Occupational Health and Safety Act and Regulations.

Amendments were made to the Memorandum of Understanding, Health and Safety, to address those concerns.

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the rights expressed in the Memorandum, a mechanism will have to be determined to maintain the functional dimension of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which so affects the employee's rights to refuse unsafe work, the National Joint Health and Safety Committee shall meet within 10 days' notice of a written request to meet. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the National Committee will be assisted and supported by the Chairperson of the FCA Canada Council Unifor and the Manager, Labour Relations and Safety, FCA Canada.

It was further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties in order to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of this agreement would be considered a minimum standard.

(15.7) Joint Statement On Health And Safety Work Refusals

During the current negotiations the Company and the Union reaffirmed their commitment to provide a safe and healthy workplace for employees. The parties agree that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and co-operative manner. Further, the Company committed that the rights offered to employees by the Occupational Health and Safety Act as it exists with the effective date of this agreement would remain intact as outlined in the Memorandum of Understanding, Health and Safety, notwithstanding legislative changes that may alter these fundamental rights.

The Company recognizes that the workers' right to refuse to work is clearly defined in provincial health and safety legislation as it read on the effective date of this Agreement and is an integral part of employee rights in the workplace.

However, the parties recognize the importance of resolving health and safety concerns before they become work refusals and without loss of production. Within this context, the parties focused their discussion during negotiations on methods and means by which health and safety issues and concerns could be addressed in a mutually satisfactory manner such that employee health and safety work refusals could be significantly reduced in number.

During these discussions, the parties focused on the *Hazard Recognition Process* as the foundation for effective efforts in this regard. The use of this process was deemed to be of particular value in addressing the ergonomic concerns of employees, where the hazard is not imminent but of significant concern to the employee. The Union and the

HEALTH AND SAFETY

Company agree that forthright efforts must be put into place to alleviate the problem(s) identified by the employee.

The Company expressed its concern over employee health and safety work refusals where Supervisors have no prior knowledge of such concerns or dangers. The parties acknowledged that in these cases it is detrimental to Company and Union efforts to protect the health and safety of workers. In addition, production lost during such refusals has a negative impact on the Company's competitive position and the job security of employees. Consequently, both parties re-affirmed their commitment to effectively implement the *Hazard Recognition Process*. Following negotiations, the National Joint Health and Safety Committee will work with each Local Joint Health and Safety Committee to determine and resolve local problems associated with the effective application of the *Hazard Recognition Process*. In this regard the National Joint Health and Safety Committee will be assisted and supported by the Chairperson of the FCA Canada Council for Unifor and the Manager, Labour Relations and Security, FCA Canada. (c96, c05)

(15.8) Health and Safety — Use of Camera

During negotiations, the Company agreed to provide one digital camera and to each Local Joint Health and Safety Committee which will be made available for use by both the management and union members of the committee to be used as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where photographs are necessary to enable the Local Joint Health and Safety Committee to adequately explain or describe serious safety or health problems to responsible plant management. The union members of the Local Joint Health and Safety Committee may also use the camera to photograph health and safety items that are being referred to the National Joint Health and Safety Committee. Additionally, the Company agreed to provide a digital camera to each Regional Ergonomics Committee.

HEALTH AND SAFETY

It is understood that all photographs will be jointly reviewed at the earliest opportunity. Such photographs shall remain the property of FCA Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally.

In those plants in which a video camera is available the Local Joint Health and Safety Committee will be permitted its use as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where a video camera is needed to video tape health and safety items that are being referred to the National Joint Health and Safety Committee.

Upon request, the union member of the Local Joint Health and Safety Committee will be provided with a copy of video tape which relates to health and safety matters in the plant. Such video tapes shall remain the property of the FCA Canada and shall be for the internal use of the Local and National Joint Health and Safety Committees only and shall not be reproduced, published or distributed externally. (c96, c99, c02, c05, c16)

(15.9) Safety Concern Resolution (Safety tools/ Hotline)

During 2005 Negotiations, the parties recognized the importance of resolving health and safety concerns before they become work refusals and without loss of production. To this end the parties agree that a standardized Safety Concern Resolution System be developed to document employee health and safety concerns. Therefore, in order to embrace the IRS (Internal Responsibility System) and properly address safety concerns, the appropriate safety tools and/or the internal hotline will be utilized. (c16)

HEALTH AND SAFETY

Roles & Responsibilities

A) Employee

Employees upon identifying a concern will immediately report the concern to their Supervisor for prompt investigation.

B) Supervisor

The Supervisor shall promptly investigate the Employee's concern. If the concern is not valid, the Supervisor shall communicate the findings to the Employee. If this is unsatisfactory to the employee, the employee is encouraged to escalate the concern to the Local Joint Health and Safety Committee. If this is still unsatisfactory, the employee is encouraged to utilize the internal hotline. If the Supervisor determines the concern to be valid the Supervisor shall take appropriate actions to remediate the concern within the same shift. Where remediation of the concern is not possible during the same shift the Supervisor shall enter the necessary details utilizing the appropriate safety tools for follow up and correction. Additionally, the Supervisor will provide a copy of the electronic form to the Employee. It is the responsibility of the Supervisor to follow up and advise the Employee of progress and closure of the concern. Finally, the Supervisor shall advise the Local Joint Health & Safety Committee of the completed corrective action for the purpose of verification and concern closure.

C) Local Joint Health & Safety Committee

The Local Joint Health & Safety Committee's role is to ensure all open safety concerns are monitored for completion.

D) Unresolved Concerns

Any matters not resolved by this process after all steps have been followed may be placed as an agenda item and presented by the Local Joint Health & Safety Committee at the next Weekly Incident Review Board Meeting. (c96, c02,c05)

HEALTH AND SAFETY

E) Internal Hotline

An employee can anonymously report a concern to Corporate Environmental, Health & Safety by calling the OS&H Hotline at 248-512-0100

(c16)

(15.10) Computers

In past negotiations the parties discussed the needs of Union Health and Safety Representatives with regard to improving communications and tracking of information.

The Company will provide a computer complete with appropriate software for use by the Plant Union and Health and Safety Representative(s). In negotiations, the Company agreed to provide a computer with appropriate software for use by the Regional Ergonomic Representative(s). Training on the use of the computers will be provided as soon as possible after placement of the computers.

The Union assured the Company, Health and Safety Representatives would share in the work of the Health and Safety Department by producing standing reports and Health and Safety meeting minutes. Further it was agreed the Health and Safety Representative will use the computer to track plant Health and Safety Audits as prescribed.

The computers are Company property and as such will be subject to software content audits. (c96, c99,c05)

(15.11) Smoking in the Workplace

During negotiations the company and the union discussed the adverse impact of smoking, both on the health of the employee who smokes and on the health of other employees in the workplace. The parties discussed the advantages of a smoke free workplace and the need for effective programs to comply with provincial and municipal legislation regarding smoking in the workplace. (n99,c05)

(15.12) Emergency Procedures

During negotiations, the parties discussed emergency evacuation procedures and severe weather (take cover) procedures at each location. The parties recognized that employee awareness is a key element of these preparedness plans. As a result, the parties agree that the company will review its emergency evacuation procedure and severe weather (take cover) procedure with employees in the form of a safety talk at each location annually.

The parties agree that the JHSC will be provided the opportunity to take an active role during any evacuation planning discussions, scheduled drills and follow up meetings for their respective location in order to capture employee feedback and recommendations for improvement.(n99, c20)

TRAINING**(16.1) FCA-Unifor National Training Committee**

During the current negotiations, the Company and the Union indicated their mutual interest in advancing the learning of employees through education and training. The parties agreed that employee training has positive effects on product quality and productivity and should provide opportunities for employees to expand their knowledge and improve their sense of accomplishment.

The parties indicated that many aspects of employee education and training require the cooperation and commitment of both the Company and the Union.

Accordingly, the parties have agreed to maintain the FCA-Unifor National Training Committee consisting of five representatives of the National Union and five representatives of the Company, to be appointed respectively by the Unifor President of the National Union and Director of Labour Relations and Labour Economics of the Company. The members of this Committee shall include at least one person who is familiar with the training needs and related problems of employees in each of the following areas (i) office and clerical employees (ii) engineering employees (iii) skilled trades employees, but excluding apprentices covered by the Supplemental Agreement relating to apprentices, and (iv) all production and maintenance employees. The Committee will meet on a quarterly basis.

The FCA-Unifor National Training Committee shall have responsibility for investigating, developing and implementing new and/or expanded training programs and will be responsible for the following:

- (i) Review current training programs of each location;
- (ii) Discuss and recommend training programs to reinforce basic employee skills;
- (iii) Analyze long term training needs for employees;

TRAINING

- (iv) Explore availability of external funding through Sectoral Council Training Boards and other government programs;
- (v) Establish links with educational and training institutions;
- (vi) Encourage participation in joint training initiatives;
- (vii) B.E.S.T.

The parties acknowledged that some programs, previously established, will continue during the term of the Collective Agreement. In addition, to these programs, the parties identified the following for review by the National Training Committee:

- Union Awareness
- Industry Overview
- Building Respectful Work Places
- Women and Technology
- Health and Well Being
- Community and Government Awareness
- Pre-Retirement Planning
- Building Respectful Work Places for Union Leadership
- Racial Justice
- Mental Health

The National Training Committee may conduct other activities that will support employees in the advancement of their learning. (n96, c99, c02, c05, c20, c23)

(16.2) Training Fund - National Training Committee

During the current negotiations the parties focused on the importance of training and the role played by the National Training Committee. In reaffirming its commitment to training, the parties agreed to establish a Training Fund as a means of funding the development and implementation of employee skills and training activities. The Fund will come under the direction of the National Training Committee.

In this regard it was agreed the Company will make available up to a maximum \$11,136,367 (representing the value of up

TRAINING

to twenty-eight (28) hours training per active employee as of the effective date of this agreement) for use by the National Training Committee over the term of this collective agreement to fund the development and implementation of training programs approved by the committee. Four (4) hours will be approved by the committee and will be used for administrative activities. This amount includes the balance of the Fund established during the 2023 negotiations. All monies will be recovered from the Special Contingency Fund.

The Fund will provide for training program development costs, trainers (including wages, benefits, and other expenses incurred with the development and implementation of training programs), program material costs, employee travel costs, and labour costs associated with employees attending approved training. (n96, c99, c02, c05, c08, c20, c23)

(16.3) Health and Safety, Environment, Leadership Training and Research Fund

During the current negotiations, the Company agreed to provide funds to the Union in support of health and safety, environment, leadership training and research activities. Accordingly, the parties agreed that arrangements will be made to finance these activities by using available funds from the Special Contingency Fund in an amount of up to 5.0 cents (\$0.05) per hour worked during the term of this Agreement. (n96, c02, c05)

(16.4) New Employee Orientation

The Company and the National Union, FCA Canada agree to implement a joint orientation program for salary bargaining unit employees, including employees relocated from other facilities.

The orientation program will be implemented in all plants and locations of the Company where the number of new salary bargaining unit employees being hired warrants such a program.

TRAINING

The orientation will be conducted prior to the enrollment of a prospective employee except when the number of new hires makes administering the program impractical or unduly burdensome for the representatives of the parties hereinafter described or would delay the commencement of operations for which the new employees are hired. The orientation will consist of information presented in accordance with guidelines established by the Company and the National Union, Unifor. The information will acquaint the employee with work areas, and inform individuals of the benefits, opportunities and responsibilities they will have as employees of the Company and as members of the Union. The program shall be conducted, in part, by a representative of the Plant Human Resources Department and, in part, by an elected or appointed Local Union representative, officer or Benefit Representative designated by the National Union whose other duties at the time of election, appointment or designation shall already permit said individual, if said individual is working on the job, to take time away from work without loss of pay. The orientation shall be conducted during normal plant working hours at times and places determined by Local Plant Management.

In the event that either party believes the program does not meet the provisions of this letter, notification may be given; if by the Union to the Company Labour Relations Staff, or if by the Company to the National Union, Unifor.

The program will not be subject to the grievance procedure and may be terminated at any plant by either the National Union or the Company, upon written notice to the other party. (c02, c05)

(16.5) Unifor Leadership Training Program

During these negotiations the parties have discussed the labour education program developed by the Union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of Company financial support of this program. This program, entitled the Unifor Leadership Training Program, has received contributions from the Company since September of 1983.

TRAINING

In recognition, therefore, of the contributions this program can make to the improvement of the Union/Management relationship and toward a more effective administration of the Collective Agreement, the Company agrees as hereinafter set forth to make a grant to the Unifor Leadership Training Program (P.E.L. Trust).

Past Company contributions to the Leadership Training Program (P.E.L.) Trust have been deductible. Providing that such amounts shall continue to be deductible, the Company will make quarterly contributions to the P.E.L. Trust, equal to fourteen cents (\$0.14) for each hour worked in the preceding thirteen (13) week period from the Special Contingency Fund pursuant to the provisions of the Memorandum of Understanding Special Contingency Fund. The contributions will be payable on the following dates:

Hours Worked	Payment Date
9/25/2023 - 12/24/2023	1/31/2024
12/25/2023 - 3/24/2024	4/30/2024
3/25/2024 - 6/23/2024	7/31/2024
6/24/2024 - 9/22/2024	10/31/2024
9/23/2024 - 12/22/2024	1/31/2025
12/23/2024 - 3/23/2025	4/30/2025
3/24/2025 - 6/22/2025	7/31/2025
6/23/2025 - 9/21/2025	10/31/2025
9/22/2025 - 12/21/2025	1/30/2026
12/22/2025 - 3/22/2026	4/30/2026
3/23/2026 - 6/21/2026	7/31/2026
6/22/2026 - 9/20/2026	10/30/2026

The Union will co-operate fully in providing the Company with all documents regarding the Unifor Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling received from Revenue Canada, and related to the deductibility of amounts paid by the Company to the P.E.L. Trust.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program as described by the Union during these negotiations. Annually the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

An educational leave of absence for participation in the Union's program will be granted by the Company in accordance with Section (11.2) of the Production and Maintenance Agreement (and similar sections of other agreements which incorporate this program) to seniority employees designated by the President of the National Union to the Director of Labour Relations and Labour Economics for the Company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the applicable collective bargaining agreement.

(c96, c99, c02, c05, c08, c16, c20, c23)

(16.8) National JHSC Training Programs/Materials

During negotiations the Company and the Union discussed the progress achieved and the recognition of the FCA Canada / Unifor Health and Safety Partnership as world-class. It is within this context that the parties agreed to implement the following initiatives to further improve the quality and delivery of our health and safety training programs.

1. National Joint Health and Safety Training Sub-Committee
The parties agree to establish a National Joint Health and Safety Training Sub-Committee (Training Sub-Committee) which will be a resource to and accountable to the National Joint Health and Safety Committee (NJHSC) to assist in achieving the NJHSC's training objectives. The Training Sub-Committee will be comprised of two (2) representatives from the Company appointed by the Senior Manager Environmental Health and Safety (EHS) Canadian Operations (Co-Chair) and two (2) representatives from the Union, the National Health and Safety Coordinator (Co-Chair) and the National Ergonomics Coordinator. The Training Sub-Committee will be supported by the CAW National Health and Safety Training Coordinator.

2. Training Program Design

The NJHSC will pursue the most effective means for the development, packaging and delivery of effective training programs. Additionally, the NJHSC will pursue the Company's standardization objectives to ensure that all training programs are of the highest quality possible. To assure basic uniformity, the Training Sub-Committee will develop guidelines to be used by the plants and Local Joint Health and Safety Committees to design training programs to meet local needs. The NJHSC will also develop a system to review and approve health and safety training programs, including a review of current safety training videos and printed materials for opportunity to update format (ie, DVD,

CD). In addition, the NJHSC will establish needs assessment and evaluation processes to determine and evaluate existing and future training programs.

3. Training Programs

The parties discussed various training subjects that should be included under the NJHSC umbrella including topics such as: leadership, roles and responsibilities and general awareness. The parties agree that the following subject matter shall fall under the jurisdiction of the NJHSC:

(a) Journeyperson Apprentice Health and Safety Training

The parties acknowledged the importance of appropriate and effective health and safety training for all newly hired skilled tradespersons. In this regard, the parties agree that health and safety training will be provided to each new skilled trades journeyperson and apprentice as soon as reasonably practical after employment.

The value of the present training programs (i.e. job hazard analysis / safety risk assessment, 5 minute safety talks and safety procedures) were recognized and the Company agreed to place emphasis on improving their presentation.

It was further agreed that appropriate and effective health and safety training will be provided to each skilled trades apprentice during the course of their apprenticeship training. The method of providing this training will be jointly established locally and will be reviewed by the local Joint Apprenticeship Committee and the Local Joint Health and Safety Committee with the Local Human Resources Manager.

The training program will be developed and approved by the NJHSC and will include but is not limited to Lockout / Energy Control; WHMIS; Lift Truck Driver; Aerial Lift; Safety Harnesses etc. The training program for Journeyperson and Apprentices shall be 40 hours.

(b) Committeeperson / Steward Health and Safety Training

The parties discussed the health and safety training needs for plant shop committeepersons and stewards to assist

TRAINING

them to be even more effective in maintaining healthy and safe conditions within their jurisdictional areas.

Accordingly, the parties agree that the Journeyperson Health and Safety Training Program will be offered to the committeepersons and stewards who have not previously received the training as well as all pertinent health and safety training programs presented to hourly personnel within their jurisdictional areas as soon as reasonably practical after elected.

The training will include Company health and safety procedures, legislation, ergonomics and procedures to address worker safety concerns and ways to reduce work refusals. The Local Joint Health and Safety Committee will coordinate the training.

It is further understood that the Committeepersons' and Stewards' alternates would be allowed to function during the regular production shifts. In the event the Health and Safety Representative of the Local Joint Health and Safety Committee attended or participated in the training, time spent would not be considered as part of the allowance under the Collective Agreement if applicable.

(c) Alternate Health and Safety Representative Training
The parties agree that in order to assist "alternate" Health and Safety Representatives to function with confidence and with a knowledge of legislative requirements, Company policies and procedures and hazard awareness, the "alternate(s)" shall be entitled to attend the Journeyperson Health and Safety Training Program as well as all pertinent health and safety programs that apply to their location.

Where the Health and Safety Representative "alternate" is a regular member of the Joint Health and Safety Committee as described in the Memorandum of Understanding, Health and Safety, they would be entitled to attend the annual Joint Health and Safety Committee training.

(d) New Hire Health and Safety Orientation Training

TRAINING

The parties agree that New Hire Health and Safety Orientation training will include, but is not limited to, the Employee's Rights and Duties under provincial legislation; the Role of the Local Joint Health and Safety Committee; WHIMS/GHS; Pedestrian Safety; Specific Plant Safety Rules and Requirements; Personal Protective Equipment requirements; etc. The NJHSC will develop a standardized training program criteria which will identify the training requirements to be delivered at the plant level. The NJHSC will review these programs annually to determine appropriate content and duration of training.

Recognizing that each plant may utilize independent means to achieve appropriate health and safety orientation, the Local Joint Health and Safety Committee may make recommendations regarding content and presentation. When classroom training is presented, a CAW instructor shall participate.

(e) Health and Safety Certification Training

The parties agree that certification training utilizing the Workers Health and Safety Centre "Basic Certification (4 day) Training Program Part 1" will be provided to the full Joint Health and Safety Committees at all Ontario locations. All Unifor Health and Safety representatives and Alternates will be scheduled to complete Part 1 within 90 days of assuming their position.

Chrysler/CAW instructors who have been certified by the Worker Health and Safety Centre, will conduct one training session in the Windsor area and one training session in the Toronto area to accommodate the Joint Health and Safety Committee members from all Ontario locations.

When further certification training is necessary due to a change in the committee membership, the new Joint Health and Safety Committee member will be trained locally.

The Company agrees to provide Basic Certification Training to the alternate Union Health and Safety Representatives at the Brampton Assembly Plant and the Windsor Assembly Plant once during the term of this agreement when there is a

TRAINING

change of designated alternate(s). It is understood that this training would be conducted locally.

If the legislation regarding the Joint Health and Safety Committee requirements change, the parties agree to revise the program as necessary.

(f) Emergency First Aid (CPR/AED) Training

The parties discussed the value of Emergency First Aid (CPR/AED) training in the event that an emergency may arise in the plant during production or maintenance hours.

In order that trained workers may be present under such emergencies, the Company agrees to provide Emergency First Aid (8 hour) training and pay lost wages for interested employees up to a maximum of one (1) hourly employee in twenty-five (25).

In addition, due to the nature of the work performed by plant electricians, the Company agrees to provide Emergency First Aid (8 hour) training and pay lost wages for electricians, on a voluntary basis.

It is understood that the names of personnel who take this training will be posted in first aid and other appropriate locations and that those employees will be expected to apply appropriate Emergency First Aid in the event of an emergency.

(g) WHMIS/GHS

The parties agree that initial Workplace Hazardous Materials Information System (WHMIS/GHS) training will be provided to those employees who have not yet been trained.

Additionally, the parties agree that the program development is a joint effort and delivery will be in a classroom at each location. The Basic Training will be 8 hours, including applicable legislation, occupational hygiene, WHMIS / GHS, personal protective equipment (P.P.E.), pedestrian safety and other subjects as determined by NJHSC.

(h) Energy Lockout / Energy Control Program

TRAINING

The parties agree that the Energy Lockout / Energy Control Training Program will be developed jointly by the NJHSC and will be 8 hours.

It is understood that the Energy Lockout / Energy Control Training Program will train users on the procedure for generic energy lockout / energy control application. For complex equipment, employees will receive specific energy lockout / energy control procedure instructions from their supervisor or by a person mutually agreed upon by the Company and the Union. Furthermore, users of plant energy lockout / energy control procedures will receive one (1) hour of refresher instruction annually.

(i) Lift Truck Driver Training

The parties agree the initial Lift Truck Operator Training Program will include both classroom theory and practical driving sessions and each will be 8 hours in duration.

Any worker assigned to operate a lift truck is required to be trained, evaluated and licensed prior to operating any lift truck.

The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.

(j) Aerial Lift Operator Training

Aerial Lift type vehicles (Zoom Booms, Scissor Lifts etc.) vary from location to location as well as by equipment manufacturer and function. The parties agree that training for this type of equipment must be developed locally based on the training recommendations provided by the equipment manufacturer.

Any worker assigned to operate an aerial lift type vehicle is required to be trained, evaluated and licensed prior to operating any aerial lift type vehicle.

The training program is an integral part of the Company's Powered Industrial Vehicle licensing process.

(k) Janitors / GSOs

The parties agree that all Janitors /GSOs will receive Health and Safety training specific to the nature of work that they perform on a regular basis from their respective company.

TRAINING

An annual evaluation of these training programs will be conducted by the local JHSC to ensure compatibility to the Company's standards.

(l) Arc Flash Training

The parties agree that electricians and engineers required to work on live electrical equipment outlined in the corporate policy on electrical safety will receive Health and Safety training specific to Arc Flash. This training will be conducted to inform workers of the hazards associated with live electrical work and PPE requirements for safe work practices. Additionally, refresher training will be conducted as necessary, not to exceed three years.

(m) Working at Heights Training

The parties agree that all employees required to work at heights will receive the 8 hour Working at Heights module. This training will be conducted to inform workers of the hazards associated with working at heights and the PPE requirements for safe work practices. The parties agree to develop refresher training, not to exceed one hour in duration. If the legislation changes, the parties agree to revise the program as necessary.

4. National JHSC Training Programs / Materials

With the introduction of World Class Manufacturing (WCM) in 2009, many initiatives have been undertaken to transform Chrysler into one of the top performing manufacturers in the world, including in the area of health and safety. A fundamental principle of WCM is to provide employees with cost effective training that is targeted, timely and standardized.

In addition, the Company and the Union both recognize the importance of meaningful health, safety and hazard awareness training and are committed to continue their joint effort to provide current, up to date, relevant and value

added training. The parties agree that within (12) months of the effective date of the new Collective Agreement, the National Joint Health and Safety Training Sub-Committee will undertake a complete review of all current health and safety training programs, legislative requirements, corporate requirements and recognized standards/codes to establish comprehensive schedules for initial and refresher training, including format, frequency, content, duration and number of trainers required per class (based on subject and class size). Existing contractually specified training durations and frequencies will reflect the outcome of this review.

Notwithstanding this commitment, the parties further agree that where the need arises other health and safety training subject matter may be reviewed by the National Joint Health and Safety Committee as proper subject matter for future training program development. (n05, c12, c20)

(16.9) Joint Initiative Administration

During negotiations, the parties reaffirmed their commitment to training which focuses on the development of employee skills and awareness training activities through training activities developed and delivered under the auspices of the National Training Committee.

Administration arrangements developed subsequent to the 1996 negotiations in conjunction with the implementation of this joint initiative are as follows:

Membership:

The Committee is comprised of five representatives from the Union and five representatives from the company. It is understood that it may be appropriate for others to periodically attend Committee meetings.

Approvals and Administration:

Separate accounting and administration processes have been established to administer and control disbursements from the Fund. All disbursements are reviewed and approved by the President's Office for the Union and FCA Canada Labour Relations Staff for the company. A reporting

TRAINING

mechanism has been established to monitor relevant Fund administrative and training expenses and a quarterly report outlining the financial status of the Fund is provided to the National Training Committee members for their information. The parties may meet, if necessary, to adjust the amounts of the funding dedicated to administration. The total amount of administrative course development and program delivery will not exceed the total value of the fund. The decision to continue the Fund beyond the term of the Collective Agreement, as well as the disposition of any unspent funds from the current Training Fund, will be a matter for negotiations between the parties during 2011 bargaining.

Resources:

The National Union has appointed a National Training Coordinator and a Resource Coordinator who will interface with the Training Review Committee.

Costs associated with the Resource Coordinator position will be split equally between Ford, G.M. and FCA.

Trainers:

Instructor techniques, delivery methods, and the training hours for each program will all be factors in determining the number of trainers that will be required. These determinations are appropriate subject for the National Training Committee. Trainers will be jointly reviewed and assigned by the National Union and FCA Canada. While on a training assignment, trainers will continue to be compensated at their regular hourly wage rate, including COLA.

Due to the variation in training schedules, program content, duration and application to various segments of the workforce, it is anticipated that all training assignments will be on a part-time basis. There may, however, be circumstances when the utilization of a full-time trainer may be considered.

Training Schedules:

The ability to commit to and execute training schedules can be influenced by a number of factors which were examined

TRAINING

in detail during our discussions. Both parties agreed that mutually satisfactory solutions will be essential to the long-term success of this program. In the event that such issues cannot be resolved locally, they may be referred to the National Training Committee, the National Union or FCA Canada Labour Relations Staff. (n99, c05)

JOB SECURITY**(17.1) Job Security****JOB SECURITY**

During the course of negotiations the Company and Union discussed the Permanent Employment Level (PEL) within the Office, Clerical and Engineering Unit.

In the spirit of cooperation the Company recognized the value of the Salaried Bargaining Unit and committed to review opportunities for additional salaried bargaining unit work. When the need for additional salaried bargaining unit staffing arises, the Company agreed that it would make that determination based on a well-defined business case.

The Union discussed at length, the current need for additional staffing in both the Engineering and Office groups. The Company committed to assessing business cases presented by the Union.

Effective the date of this agreement, the Office Clerical & Engineering PEL will be fifty-seven (57) Office and Clerical and fifty- one (51) Engineers as follows:

	Office & Clerical	Engineering
Local 1498	36	21
Local 1285	18	23
Local 1459	3	7

New positions in the Salaried Bargaining Unit will not be absorbed into the PEL during the term of this collective agreement and the company will reserve the right to lay off employees in excess of the established PEL should operating requirements dictate such action.

The parties agree that the PEL will be decreased in the event that market conditions predicate a shift reduction(s) (c12, c16, c20, c23)

(17.2) Erosion of Bargaining Unit

During the recent negotiations the parties discussed the erosion of salary bargaining units by re-assigning the work outside of a unit.

This letter will confirm it is not the Company's policy to re-assign bargaining unit work so as to erode bargaining units covered by the National Agreement, unless the Company can demonstrate clear economic, organizational, or geographic reasons for such re-assignments. Furthermore, the Company will notify the Union prior to any such re-assignment of work.

Any claim that the Company has re-assigned bargaining unit work contrary to the aforementioned policy, shall, after verbal discussion of the claim with Salary Labour Relations, be submitted as a grievance by the Unit President at the second step of the grievance procedure within thirty (30) days after the claim arises.

If not disposed of at the second step within the prescribed time limit the Union may request the grievance be submitted to binding arbitration within forty (40) days of the original claim. If the Union does not give written notice of its desire to submit the grievance within forty (40) days of the original claim, the matter shall be considered settled, unless said time limit is extended by mutual consent.

(17.3) Erosion of Grades

This letter will confirm it is not the policy of the Company to intentionally erode salary grades by re-assigning portions of higher graded jobs to lower graded jobs. Permanent employment levels, on occasion, may be adjusted as a result of process changes, new technology, consolidation of operations or market driven factors. Decisions of this nature are made departmentally on a critical needs basis and are not looked on as an opportunity to erode higher graded jobs. The Unit President may request a meeting to discuss

JOB SECURITY

concerns on this issue with the Salary Labour Relations department. (n02)

(17.4) Plant Closing Moratorium

As a result of deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 20, 2026, the Company will not close or sell any plant, in whole or in part, covered by this Collective Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline concerning the subject. Should these conditions occur, the Company will discuss such conditions with the National Union. (n96, c99, c02, c08, c20, c23)

(17.5) Supplier Relationships

During 2023 Negotiations, the parties had extensive discussions about the automotive supply chain, particularly the rapidly developing electric vehicles and battery supply chains in Canada.

The Parties also reaffirmed a commitment to the principles set out below.

The company expects its suppliers to have responsible labour relations, treat their employees in a fair and equitable manner, and avoid conduct which violates federal or provincial labour and employment laws.

The union may, from time to time, raise concerns about its relationship with certain suppliers. The company commits to take these concerns seriously. The parties recognize that instances in which these matters arise are based on the particular facts of the situation, and therefore plan to continue to deal with these matters on a case by case basis as they have in the past and in compliance with all applicable laws. When such concerns do arise, the company has agreed to

JOB SECURITY

inform individual suppliers either through direct contact, letter or both, of the following principles:

- The importance the company places on its relationship with Unifor and the positive value of that relationship.
- The company does not encourage suppliers to resist organizing efforts by their employees.
- The considerations involved in awarding contracts to suppliers, including cost, quality, delivery capability, technology, and responsible labour relations.
- The expectation that suppliers treat employees in a fair and equitable manner, including respecting their right to decide whether or not to join a union in an atmosphere free of intimidation, interference, or risk of reprisal.
- The expectation that suppliers avoid conduct or communication which violates federal or provincial labour and employment laws and respect the company's relationship with its Unifor partners.
- The practice by which certain suppliers recognize the union as bargaining agent for employees when the union signs up more than 50% of the employees in a particular operation, which is currently non-represented, there is no other trade union seeking to represent the employees, and the employee signatures are verified by an independent third party. (In those instances, the appropriate labour legislation will govern the bargaining process in the same way as if certification had been granted by the labour board.)

The company will not take retaliatory action, such as canceling or refusing to renew contracts with a supplier based on a decision of that supplier's employees to join a labour union.

The company agrees to send each new supplier a letter informing them of the preceding principles, including the importance the company places on its relationship with the union and the positive value of that relationship, within sixty

JOB SECURITY

(60) days of the effective date of a new supplier contract. A copy of this letter will be provided to the union. Additionally, the company will meet with the union, from time to time as required, to discuss its supplier companies, including the need for responsible labour relations.

The parties have made an attempt over the last year to address many issues related to the Company's supply base. The result has been that the Company and Union have met on a regular basis to discuss the current supply base and review opportunities to improve its supplier base. Working together, the parties have been able to resolve issues concerning supplier viability. It is the company's intent to continue this ongoing dialogue, including the quarterly Distressed Supplier Roundtable meetings with senior management from Procurement and Supply, Labour Relations, and the leadership from the Unifor National Union.

FCA Canada believes that the above process will improve overall labour relations within the broader business community. The parties believe this environment will positively contribute to the company's success and its ability to compete in the global marketplace. (n96, c99, c02, c05, c12, c23)

(17.6) Retirement Allowance Option — Job & Income Protection Plan

During the current negotiations the parties discussed methods of providing retirement incentives to employees retirement eligible under the Regular or Special Early Retirement provisions of the Non-Contributory Pension Plan, on the date of a plant closing or permanent job loss as identified under Letter (17.11) - Restructuring - Job and Income Protection.

Accordingly, any employee who is retirement eligible under the provisions of Letter (17.11) on the date of the closure or permanent job loss, will be given the option

of taking a Retirement Allowance of \$70,000 and a \$20,000 new vehicle voucher.

The parties agreed that receipt of the Retirement Allowance is in-lieu of any SUB entitlement that may have been provided under the provisions of Letter (17.11) and the SUB Plan.

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this Agreement will be recoverable from future SUB contributions on a dollar-for-dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits paid and the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%. (c08, c16, c20)

(17.7) Payments Upon Plant Closure

During the current negotiations the parties agreed that upon a stand alone plant closure as defined in Letter (17.11) of the Collective Bargaining Agreement, Pre-Retirement Income Maintenance Program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- (a) Eligible employees are those employees at the affected plant:
 - (i) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or
 - (ii) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with at least 10 years of credited service.
- (b) Eligible employees will receive monthly PRIMP benefits

JOB SECURITY

- equal to (i) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (ii) the employee's credited service at the date of plant closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service;
- (c) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (b) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to $66 \frac{2}{3}\%$ of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse. PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for either Special Early or Regular Early retirement;
- (d) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with PCOLA adjustments applicable to employees retired under the pension plan on or after October 1, 1999.
- (e) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 50, adjusted for PCOLA;
- (f) Employees whose Special Early retirement benefits are reduced due to the application of Revenue Canada regulations with respect to maximum pension limitations, will receive upon commencement of the employee's pension, a lump sum payment equal to the Actuarial

JOB SECURITY

- Equivalent of the reduction in the employee's monthly pension benefit.
- (g) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.
 - (h) The Maximum Company Liability under the Income Maintenance Benefit Plan, Exhibit B to the Collective Bargaining Agreement, will be reduced by the amount of any PRIMP benefits paid to eligible employees.
 - (i) Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance pursuant to Letter (17.11).

(17.8) Content

During the course of negotiations the Company and the Union held extensive discussions concerning the business and social consequences appendant to the issue of marketplace accessibility, content and sourcing within the context of a global automobile industry.

Consistent with our mutual desire to utilize the full range of employees' abilities to contribute to these objectives, the Company agrees to work with the Union in the exploration of measures to maintain employment opportunities equivalent to those now encompassed by the total of all plants and offices. This would include, where feasible, replacement of jobs lost by outsourcing.

In addition, FCA Canada joins Unifor in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes and support the economy of the market in which they sell. As you know, FCA Canada Company has for decades based its operations throughout North America on this very principle. We believe that, over the long run, no alternative policy can prevail if there is to be fairness and balance among the major trading nations of the world. As evidence of its commitment to these principles, the Company's Canadian value added gross purchases in 1992 exceeded seventy-five percent (75%) of its gross Canadian sales. Given the scope of its current

JOB SECURITY

operations in Canada, the Company affirms its expectation these principles will be maintained.

FCA Canada commits to support acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive and parts manufacturing workers.

It is believed that the principles expressed in this letter will contribute significantly to our co-operatively working together to provide employees in Canada with improved job security.

(17.9) New Technology

It is recognized that the principle set forth in Section (9.1), paragraph (b) of the Production and Maintenance Agreement, will continue to create changes in the scope and work content of job classifications of represented employees. When the Company anticipates that a technological improvement it is making in its tools, methods, processes, equipment or materials may have a major impact on the work performed by Union represented employees, the Company will, as early as practicable, so advise the National Union, and at that time describe the location and nature of such technological changes and the extent to which they may affect the work performed by represented employees at the plant or plants involved.

The Company and the Union may submit to the National Training Committee their recommendations for any training programs intended to assist present employees to perform work within the bargaining unit which is new or changed as a result of technological improvement.

- (a) The union expressed concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of both skilled and non-skilled employees. In this regard, the parties agreed that following conclusion of negotiations a National New Technology Training Committee will be established. This committee will be comprised of seven (7) members from the company and seven (7) members from the union

JOB SECURITY

including both skilled and non-skilled union representatives. It is the intent that this committee identify and make available appropriate specialized training programs so that employees may be capable of continuing to perform work as it is impacted by technological change.

Local New Technology Training Committees will be established at locations where they currently do not exist with membership derived from the existing union representation structure.

During negotiations the parties discussed the progress of each location's New Technology Training Committee. It was acknowledged by the company and the union that an increased emphasis on regular meetings would enhance the effectiveness of these committees. Accordingly, it was agreed that following conclusion of negotiations, each plant's human resources manager (or designate), plant chairperson, and skilled trades chairperson would meet to establish a regular schedule for committee meetings.

Upon prior notification to the plant human resources manager, Unifor Skilled Trades Coordinators may participate in local committee meetings in a facilitator role. Issues arising in connection with this paragraph may be referred for resolution to the national union and staff labour relations. (n05)

- (b) The parties agreed that an annual National New Technology Training Committee meeting will be held. It was agreed that programs essential to the preparation of skilled trades to meet the challenges of present and future technologies such as fiber optics, robotic programming, pneumatics, hydraulics, laser equipment, 3D printing, artificial intelligence and green technologies are appropriate subjects for discussion at the next annual meeting. Additionally, the parties also acknowledged the program in place that deal directly with establishing an overall commitment to quality, safety, on-the-job, assignment specific and

technical training as well as upgrading and license renewals. As is often the case, many employees may receive an average of eighty (80) hours of training, and in some cases, this amount is set as a stretch target. Although both parties understand that the type and length of training will vary among the individuals and their respective trade, the company understands the importance to provide applicable training courses wherever and whenever the need arises.

- (c) During negotiations the parties discussed the requirement for skilled trades' employees to be certified and/or licensed to perform skilled trades work with legislated technical standards such as Technical Standards & Safety Authority (TSSA). The company assured the union that it will fulfill its obligations to both existing and future legislation, and its skilled trades workforce as detailed in the collective agreement.

Additionally, the company agreed to meet annually with the Master Skilled Trades Committee to identify both current and future legislated certification, training and licensing requirements and the impact of these on plant efficiencies, productivity, and skilled trades workforce.

Any problems not resolved in such discussions may be submitted to the grievance procedure or to the deliberations of the National Training Committee, or to any other procedure on which the parties may agree. (N05, C20, C23).

(17.10) Understanding Re: Permanent Job Losses

During negotiations the parties discussed the extensive structural change that has already, and will continue to take place, in the North American automotive industry. Our discussions focused on two key aspects of this complicated issue: the need to maintain each FCA Canada location as a productive manufacturer of world class quality products in the North American automotive market and to ensure that FCA Canada employees, who contribute to the success of the Company, have their jobs and incomes protected as

JOB SECURITY

restructuring actions are taken. In addition, we have recognized the importance of the parties at both the local and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

With these objectives in mind, we have agreed that the understanding listed below will govern the parties in the event that restructuring or productivity-related actions may result in permanent job losses. These permanent job losses are those occasioned by specific actions taken by the Company. For example, outsourcing, the introduction of new technology, sale of part of the Company, and consolidation of operations would be actions contemplated by this understanding. The understanding would not apply to normal cyclical fluctuations in demand or the reduction of employees on "temporary" assignments. It is also understood that this program does not replace the ongoing discussions which continually take place at the local level regarding production standards and staffing requirements.

- a) Where such permanent loss of jobs is considered, one year notice will be provided to the Union in the case of plant closure and six months' notice will be provided to the Union in the case of a potential permanent job loss related to a restructuring as referred above. The information supplied to the Union will include the number of employees who could potentially be impacted and the rationale for the decision. It is understood that the information will be used for discussions between the parties and the workforce, and will be considered confidential. The Union will have the opportunity to make proposals which could alter or modify the decision.
- (b) During the course of these discussions, the objectives of the parties will be the retention of the jobs in question. To that end, the parties will discuss opportunities to retain or replace the jobs which are being discontinued. The Union will have thirty days from the date of notice to

JOB SECURITY

make proposals which could make it feasible to retain or replace the jobs in question.

- (c) If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the required reductions. The use of attrition is the subject of a separate letter between the parties.

(17.11) Restructuring — Job and Income Protection

During negotiations, in a separate letter between the parties, we described the process that would be followed in the event that restructuring actions may result in permanent job losses. In that letter we agreed that the objective of the parties will be the retention of the jobs in question. We also agreed that if job losses become unavoidable, every effort will be made to use attrition to manage the required reductions.

The instant letter describes the process that will be implemented, and the benefit entitlements that will be provided to employees under three separate scenarios: (1) closure of stand-alone plants, (2) closure of a plant(s) at a multi-plant site, and (3) restructuring actions resulting in permanent job losses at any plant. The scenarios are detailed below as follows:

PLANT CLOSING

Stand-Alone Plants

As closure approaches and operations begin to wind down, employees who (1) are any age and have 28.1 or more years of Credited Service; (2) are age 54 or older but less than age 60 and within two years would have sufficient combined years of age and Credited Service to equal 85 or more; and (3) are age 60 or older but less than age 65 and have ten or more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of Credited Service, will be contacted regarding retirement under the Regular Early Retirement provisions of the applicable Non-Contributory Pension Plan and, if eligible,

JOB SECURITY

for Regular Early Retirement, may retire immediately and receive the retirement allowance described in Letter (17.6), Retirement Allowance Option - Job and Income Protection Plan. Employees who are age 55 or older but less than age 65 and who have ten or more years of Credited Service (including any such employees who are also eligible for Regular Early Retirement) will be offered Special Early Retirement commencing on or before the announced closing date and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. Employees who are age 50 or older but less than age 55 and who have 10 or more years of credited service at the date of closure and are not eligible for Regular Early Retirement will be offered benefits under the Pre-Retirement Income Maintenance Program (PRIMP) and be eligible to receive the retirement allowance described in Letter (17.6) upon commencement of PRIMP benefits.

At time of closure, remaining employees, including eligible employees who declined to elect immediate Regular Early Retirement or who declined the offer of Special Early Retirement or PRIMP will be placed on layoff. All such employees with 5 or more years of Seniority, except those who meet the age and service requirements for Regular or Special Early Retirement or PRIMP will be eligible to apply immediately upon layoff for a lump sum payment under the Voluntary Termination of Employment Plan (VTEP). Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority at layoff or because the employee meets, at the date of layoff, the age and Credited Service requirements for Regular or Special Early Retirement or PRIMP will:

- be eligible for Regular Benefits under the Supplemental Unemployment Benefit (SUB) Plan provided the employee has at least one year of Seniority as of the employee's last day worked prior to layoff;
- be offered employment at other Company facilities in accordance with the parties'

JOB SECURITY

- understanding on preferential placement;
and
- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular Supplemental Unemployment Benefit (SUB) and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement or PRIMP at time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

Multi-Plant Sites

On a site-wide basis, separately for engineering and office and clerical employees before closing layoffs are affected, the number of employees in the workforce will be reduced by:

- (1) Laying off employees with hire or rehire dates on or after the date closing was announced;
- (2) Offering the opportunity to employees at any age who have 28.1 or more years of Credited Service to:
 - (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
 - (b) if not eligible to retire, or if option 2(a) not chosen,

JOB SECURITY

to be placed on layoff, with eligibility for Regular SUB;

- (3) Offering the opportunity to employees (excluding those who also may be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service to equal 85 or more to:
 - (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
 - (b) if not eligible to retire, or if option 3(a) not chosen, to be placed on layoff, with eligibility for Regular SUB;
- (4) Offering Special Early Retirement to employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement;
- (5) Offering the opportunity to be placed on layoff, with eligibility for Regular SUB, to employees who are age 60 or older but less than age 65 and have 10 more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of Credited Service; and
- (6) Offering employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) an opportunity to apply for VTEP.

If the total number of employees who accept an offer under (2), (3), (4), (5) or (6) above exceeds the number of jobs that will be permanently lost due to the closing, individual elections will be effected in Seniority order until the resulting number of separations equals the expected job loss.

At time of closure, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to

JOB SECURITY

apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority at layoff or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

- be eligible for Regular Benefits under the SUB Plan;
- be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement or be eligible for recall to work at a plant in the same unit, whichever may occur first; and
- provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirement for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUB and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

PERMANENT JOB LOSS

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of

JOB SECURITY

restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, the following steps will be taken, separately for engineering and office and clerical employees:

- (1) Employee(s) who have not attained Seniority will be placed on layoff;
- (2) If the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees at any age who have 28.1 or more years of Credited Service will be offered the opportunity to:
 - (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
 - (b) if not eligible to retire, or if option 2(a) not chosen, be placed on layoff, with eligibility for Regular SUB.

If at the time of workforce reduction there are employees with less than one year of Seniority at work, step 2(b) will not apply;

If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under (1) above, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

- (3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (excluding those who may also be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and Credited Service equal to 85 or more will be offered the opportunity to:
 - (a) retire immediately, if eligible for Regular Early Retirement, and receive the retirement allowance described in Letter (17.6); or
 - (b) if not eligible to retire, or if option 3(a) not chosen, be placed on layoff, with eligibility for Regular SUB;

JOB SECURITY

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, step 3(b) will not apply;

If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the two preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

(4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (including those who also may be in (2) or (3) above but excluding those in 2(a) or 3(a) who are age 55 or more but less than age 65 and who have 10 or more years of Credited Service will be offered Special Early Retirement and be eligible to receive the retirement allowance described in Letter (17.6) upon retirement. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the three preceding steps, exceeds the number of jobs that will be permanently lost, Special Early Retirements will be approved in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost;

(5) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who are age 60 or older but less than age 65 and have 10 or more years of Credited Service or are age 61 or older but less than age 65 and have 9.1 or more but less than 10 years of Credited Service will be offered the opportunity to be placed on layoff with eligibility for Regular SUB. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the four preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost;

JOB SECURITY

If at the time of the workforce reduction there are employees with less than one year of Seniority at work, employees will not be offered the opportunity to be placed on layoff with eligibility for Regular SUB.

- (6) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who have 5 or more years of Seniority (excluding those in (2), (3), (4) and (5) above) will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the five preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in Seniority order until the combined number of actual and scheduled separations equals the number of jobs lost. These actions will be taken and administered on a site-wide basis at multi-office sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Bargaining Agreement will be implemented. An employee with 5 or more years of Seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and Credited Service requirements for Regular or Special Early Retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because the employee has less than 5 years of Seniority or because the employee meets the age and Credited Service requirements for Regular or Special Early Retirement will:

- (i) be eligible for Regular Benefits under the SUB Plan;
- (ii) be offered employment at other Company facilities in accordance with the parties' understanding on preferential placement (or at a multi-plant site, be eligible for recall pursuant to the Collective Bargaining Agreement, whichever may occur first); and

JOB SECURITY

- (iii) provided the employee had 5 or more years of Seniority as of the employee's last day worked prior to layoff and does not meet the age and Credited Service requirements for Regular Early Retirement upon exhausting the employee's eligibility for Regular SUB and did not meet the age and Credited Service requirements for Special Early Retirement at time of layoff, be eligible for IMP Benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of Seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP Benefits the employee had received while on layoff prior to ultimately making application for VTEP, provided that the employee does not meet the age and Credited Service requirements for Regular Early Retirement at the time application is made and did not meet the age and Credited Service requirements for Special Early Retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

Following the notice of a restructuring event and if, after steps (1) through (6) above have been completed, the number of separations achieved is less than the number of jobs lost, then the difference between the number of separations and the jobs lost will be accumulated as a reserve. The Company will repeat steps (2) through (6) every six months, or earlier by mutual agreement among the parties, during any period in which employees at the affected location remain on indefinite layoff until a number of additional separations equal to the lesser of the reserve or the number of employees on indefinite layoff is achieved.

In addition, the Company and the Union may through mutual agreement, implement steps (2) through (6) at other Company locations during any period of time when the number of required separations has not been achieved.

JOB SECURITY

The above commitments were executed in a spirit that recognizes the need to ensure that FCA Canada. operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve our shared objective of maintaining FCA Canada as a viable entity in the North American automotive market.

(17.12) Rights under Job & Income Protection

The Union expressed concern regarding seniority employees who are laid off as a result of an action described in Letter (17.11) - Restructuring - Job and Income Protection who secure employment through the Preferential Hire opportunities at another corporate facility and within five years of the original layoff date are again indefinitely laid off without expectation of recall.

The Company agrees that under these circumstances the employee will be given the option to remain on layoff from the last facility where they were employed or to exercise their rights under Letter (17.11), Job and Income Protection available to them at the time of the original layoff.

(17.13) Timing of Notice – Permanent Job Loss

During these negotiations the parties discussed the current Windsor Area practice regarding notice required under Letter (17.10) (a) – Understanding Re: Permanent Job Losses.

Consequently, the parties agree that positions eliminated in accordance with the procedure outlined in Letter (17.10) of the OC&E Agreement will be effective on two fixed dates, i.e. June 30th and December 31st.

As an example, notice provided to the union in March would result in a job elimination on December 31st (which is the first date which provides six months' notice). Employees whose jobs are eliminated may be re-deployed to perform value added assignments consistent with their classifications.

(17.14) Suppliers in the Plant

During the recent negotiations, the Union raised the subject of supplier employees in the plants performing work the Union claimed has historically been Salaried Bargaining Unit Work.

Management representatives explained that in support of our goal to be the premier automotive company in the world, the Company has embarked upon a number of new directions with its employees, the Union and outside concerns. As an example, “partnerships” have been formed with suppliers to advance the extended enterprise concept.

Nevertheless, we agreed that a supplier employee in our plants should not perform the work of Salaried Bargaining Unit employees. When performing tasks on the plant floor related to their product, supplier employees should work in liaison with Union employees of the Company when the work in question has historically been done by represented employees.

In order to eliminate potential disputes and misunderstandings, when a supplier is assigned to a plant, the Chairperson of the Unit at that location will be advised of the nature of the assignment. Further, a procedure will be implemented to provide for an effective flow of communication between the appropriate Bargaining Unit employees and those from suppliers working in the plant.

(17.15) Safety Engineer Requirements

During negotiations, the parties agreed to introduce two new positions within Health and Safety to be filled by bargaining unit engineers. One successful candidate shall be selected from Local 1498 and 1285 respectively. The engineers would continue to be stationed in the Windsor and Brampton Assembly Plants but will become part of the Staff Health and Safety department.

Given the importance of a Health and Safety bargaining unit engineer becoming familiar with the expectations,

JOB SECURITY

requirements and legislation pertaining to such position, consideration for the selection of individuals shall be from a variety of sources including the National Joint Health and Safety Committee. Final selection for the positions shall be the responsibility of the Manager - Occupational Health and Safety.

The safety engineers shall report directly to the Manager - Occupational Health and Safety. Direction and dotted line reporting for day-to-day activities will be to the Safety Specialists at Windsor and Brampton.

Due to the complexity of the job the successful candidates for the Health and Safety engineering position must have the following: Electrical Engineering Degree or Mechanical/Tool Engineering Degree; Additional background in Human Kinetics (a definite asset); Excellent oral and written communication skills; Proficiency with Microsoft Excel, Word, Access, PowerPoint and Visio; Ability to travel freely to the United States (Immigration); Willing to accept travel arrangements within the FCA guidelines (including overnight assignments); Conduct himself/herself professionally at all times as defined in the CCI Code of Conduct; Understand and respect the confidentiality of information; Overtime payment must be clearly defined and receive FCA Manager - Occupational Health and Safety prior approval; Be a self starter requiring minimal supervision; Willingness to attend and participate in training programs to upgrade personal skills as recommended by the FCA Manager -Occupational Health and Safety; An understanding that the Safety engineer will not be considered for openings within the engineering unit for the life of the collective agreement; and Shall be required to perform the duties and responsibilities as defined in "Plant Safety Engineer –Duties and Responsibilities".

GENERAL

(18.1) Collective Agreement

The Company will furnish additional copies of the National Office and Clerical and Engineering Agreement and Local Agreements to the Unit Presidents upon request provided the agreements are available in sufficient quantities in the Salary Employment Department.

During negotiations, the company and the union agreed to discuss various alternatives regarding the use of different media that would ensure that employees have access to contractual language and provisions.

Both parties have committed to work together to this end and toward the objective of printing the agreements within six months of the final resolution and signing of agreement changes. The printing and distribution of the various employee booklets, exhibits and pension booklet will occur within nine months of the final resolution and signing of agreement changes.

(18.2) Rules for Temporary Hires

On occasion the Company finds it necessary to hire additional employees in temporary positions included in salaried bargaining units. Temporary employees are hired for a period not to exceed one hundred twenty (120) consecutive calendar days. They are used for such purposes as replacing permanent employees on vacation or leave of absence. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid-off salaried, seniority employees are available.

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

GENERAL

It is the Company's position that temporary employees are entitled to receive only the cost-of-living allowance, shift premium, overtime premium, improvement factor increases, and payment for holidays as provided in the Office and Clerical and Engineering Agreement and no other benefit.

Temporary employees hired to positions included in a bargaining unit would be subject to the Union security provisions of the Agreement and would be classified and paid in accordance with the applicable Salary Grades and Progression Application Supplement.

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

(18.3) Temporary Employees on Temporary Jobs

In negotiation of the Office and Clerical and Engineering Agreement the Union discussed with the Company certain problems with the hiring and placement of Temporary Employees for up to one hundred and twenty (120) days on temporary jobs under the Temporary Hire Letter and Understanding for the Windsor Area Offices.

The Company stated their intent was to place these temporary employees on temporary positions for up to one hundred and twenty days (120) for short-term purposes such as vacation, disability or leave of absence replacements and not to circumvent the promotion rights of other seniority general salaried employees to permanent positions under the promotion Sections of the Collective Agreement.

Upon receipt of temporary requisitions the Company agrees to give written notification to the Unit President stating the duration and reason for any temporary requisition. The parties agreed the Unit President may request Labour Relations to arrange a meeting to discuss how the openings would be filled. Due consideration will be given to the promotion of seniority general salaried employees.

GENERAL

Such meeting shall be arranged between two representatives of the Company (Salary Human Resources and Labour Relations) and two representatives of the Local Union. The Unit President may request the Manager of the department involved to attend such meeting.

If the Unit President is not satisfied with the results of the meeting the Unit President may request a Special Conference with the Director of Labour Relations and Labour Economics. Unresolved matters may be referred to the Grievance Procedure.

(18.4) Supplemental Agreement TPT Employees

If the parties agree, the **Company** may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in any office covered by the current Office and Clerical and Engineering Agreement.

THEREFORE, it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

1. Temporary part-time employees are employees hired by the **Company** who shall normally be scheduled to work on Mondays, Fridays, Saturdays and Sundays, in addition to premium days, subject to the following:
 - a) On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled for the department in which they are assigned.
 - b) Temporary part-time employees may be scheduled to work daily overtime and on days for which regular full-time employees receive premium pay as such for time worked provided they do not displace regular full-time employees.
 - c) The employment by the **Company** of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the FCA Canada-Unifor Office and Clerical and Engineering Agreement

currently in effect provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the office pursuant to such a reduction may request to displace a temporary part-time employee. Seniority employees who displace temporary part-time employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part-time employees.

A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such layoff is hired to work as a temporary part-time employee shall be paid the appropriate salary of the classification of the jobs assigned. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the HSMDDVH coverage, but not Supplemental Unemployment Benefits (SUB), to which the employee would have been entitled if the employee had continued as a laid off seniority employee, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.

2. Temporary part-time employees shall be paid at the hourly temporary part-time rate.
3. A temporary part-time employee shall not accumulate time toward the fulfillment of the 90-day probationary period while employed as a temporary part-time employee. In the event temporary part-time employees become regular full-time employees they shall be considered a new employee and shall receive no credit for any purpose of time while employed as a temporary part-time employee.
4. The **Company** may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed

GENERAL

-
- discrimination on account of race, colour, sexual orientation, national origin, age, disability, sex or religion.
5. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.
 6. A temporary part-time employee shall be subject to the provisions of Sections (1.8) and (1.10) and (1.12) Memorandum of Understanding Union Dues Deduction of the current FCA Canada-Unifor Office and Clerical and Engineering Agreement. The initiation fee and monthly dues regularly required of temporary part-time employees shall be determined by the National Union, Unifor. Notice of the amounts of such fee and dues shall be given to the **Company** in writing by the National Union, Unifor.
 7. A temporary part-time employee shall not be covered by the SUB Plan (Exhibit A), Pension Agreement or the Insurance Program, the Lump Sum Payment Plan, the Legal Services Plan or the Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan except as provided in Sections 10 and 1(d) of this Supplemental Agreement. They shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of the current FCA Canada-Unifor Office and Clerical and Engineering Agreement.
Sections (8.2) thru (8.5) and (8.7) Working Hours
Section (9.7) Cost-of-Living Allowance
Section (9.1) General Increase
 8. A temporary part-time employee shall be paid overtime premium only after forty (40) hours have been worked in any scheduled work week. This does not apply to full time employees exercising their right to become a TPT employee.
 9. A temporary part-time employee shall receive eight (8) hours pay at the employee's regular straight-time salary rate for any of the holidays enumerated under Section (12.1) of the current FCA Canada-Unifor Office and Clerical and Engineering Agreement when such holidays occur on a regular workday of the employee's

GENERAL

workweek, provided the employee (a) actually worked at least ninety (90) days prior to such holiday, (b) worked the last scheduled working day prior to and the next scheduled working day after such holiday within the scheduled workweek, and (c) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

10. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The **Company** will pay the premiums for coverage for any month in which the employee receives pay from the **Company** for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated. Temporary part-time employees will also be provided HSMD coverage but not Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood that there will be no duplication of benefits because of coverages provided under the Insurance Program. The **Company** will pay the monthly premium for the following month's applicable coverage for each employee while at work. An employee is considered "at work" in any month if the employee receives pay for any time during such month. Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment is terminated.
11. This Agreement shall become effective concurrently with, and continue in full force and effect during the terms of Office and Clerical and Engineering Agreement.
12. As soon as reasonably practicable after the beginning of a shift and upon request, the Union Representatives will be told the names of the T.P.T. employees working on that shift.
13. A T.P.T. employee shall not displace a seniority employee without the employee's consent.

14. The parties signed the Supplemental Agreement – Temporary Part-Time Salary Employees and further agreed that the National Union, Unifor, may cancel such Agreement because of abuses by giving the **Company** thirty (30) days advance notice. (C23)

(18.5) Memorandum of Understanding – Work Assignments Related to Special Projects

Conditions arise in the form of a position or positions of known duration, but in excess of 120 consecutive calendar days as defined in Letter (18.2) Rules for Temporary Hires. Typically, these positions present themselves in conjunction with special projects related to a product launch, the introduction of a new information system or a process redesign, to cite a few examples. While of a duration not consistent with the definition of a temporary position as outlined above, from a management perspective, the position has a clear end date that coincides with a phase of the project for which the position is contemplated.

Within this context then, an understanding that would make work opportunity available to employees in the unit without penalty to the company upon completion of the work, is clearly in the best interests of the parties.

Consequently, the parties agree to abide by the following:

- a) When special project work of known duration presents itself as an opportunity for salaried bargaining unit assignments, management will review the work assignment with the Local Union President/Chairperson and committeeperson. Such review will include qualifications, staffing numbers and how assignments will be filled;
- b) Upon mutual agreement that the work assignment qualifies as special project work for a period not to exceed 24 months, (unless mutually agreed upon to extend) the work assignments will be filled by an internal posting which will be limited to one (1) move. When necessary, where management determines that the required skills or qualifications

GENERAL

- for the position are not met internally, an external search will be conducted.
- c) Upon completion of the special project work, the employee will return to the position they held prior to posting on the special project or by using the Local practice in effect. In the case of an external hire, the employment agreement will be terminated at the end of the project.
 - d) The parties recognize that this Special Project Memorandum represents an opportunity for the mutual benefit of both parties. As a result, both parties agree to an ongoing commitment to resolve issues as they arise.

This agreement has no effect on the practices currently in place with respect to vacation replacement activity.

The parties enter this agreement as witness to the mutual benefit associated with the company's success in the marketplace and the role played by Unifor in achieving that success. (c12, c16)

(18.6) Minute of Silence

The parties discussed how the efforts of the men and women who have served, and continue to serve our country during times of war, conflict and peace could be honoured in company plants.

It was agreed that each year on November 11, where feasible, operations will cease at 11:00 AM in order that all workers may pause in a silent moment of remembrance for those who fought for Canada in the First World War (1914 - 1918), the Second World War (1939 - 1945), and the Korean War (1950 - 1953), as well as those who have served thereafter.

(n05)