

APPENDIX "T"

TEMPORARY PART-TIME EMPLOYEES

GENERAL MOTORS OF CANADA COMPANY

September 20, 2016

During the current negotiations, the parties agreed that management could utilize temporary part-time employees to supplement the workforce for straight-time, overtime or weekend work in any plant situations such as but not limited to, employee use of PAA, absentee replacement and relief from working weekend overtime. Temporary part-time employees can be assigned to any department or group provided they meet the job requirements.

At locations where temporary part-time employees are utilized, their contractual entitlements shall be solely governed by the following provisions of this Appendix:

- 1.** Temporary part-time employees will normally be scheduled to work on Mondays and Fridays, when required, in addition to daily overtime or on premium days provided they do not displace regular full-time employees that normally perform the work in the supervisor's group. On days they are scheduled to work, temporary part-time employees may be scheduled for any part or all of the hours of their shift.
- 2.** The employment and use of temporary part-time employees shall not be considered an infringement on the rights of regular employees covered by the Collective Agreements. During the period they would otherwise be on indefinite layoff status, regular seniority employees who make application and displace temporary part-time employees shall be required to comply with the work schedule for temporary part-time employees.
- 3.** A temporary part-time employee shall have Union dues deducted subject to the provisions of Document No.96 of the Master Agreement.
- 4.** A temporary part-time employee shall be paid time and one-half for time worked in excess of eight (8) hours in any continuous twenty-four hour (24) period, subject to the

151

provisions of Paragraph (80) of the Master Agreement, beginning with the starting time of the temporary part-time employee's shift provided that a portion of such hours are not considered to be part of a new work week. A temporary part-time employee's work week shall start with the commencement of the employee's day on Monday except in the case of Sunday night shift start. A temporary part-time employee shall be paid for hours worked in accordance with the provisions of Section XI of the Master Agreement.

- 5.** A temporary part-time employee shall receive eight (8) hours pay at their regular straight-time hourly rate for any of the holidays specified under Paragraph (90) of the Master Agreement when such holidays occur on a regular workday of the temporary part-time employee's work week, provided they meet all of the following eligibility requirements: (1) they have actually worked a minimum of ninety (90) days for the Company, (2) they worked their last scheduled working day prior to and their next scheduled working day after such holiday within the scheduled work week, and (3) they would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

6. Provisions Specific to New Hires

a) Temporary part-time employees shall be limited to a term not to exceed four (4) years of employment.

b) Temporary part-time employees (except temporary part-time skilled trades employees) shall maintain a rate equal to sixty one point two five percent (61.25%) of the starting base rate of the job classification to which they are assigned. Temporary part-time employees will not be eligible for the Cost of Living Allowance (COLA) as contained in Paragraphs 101 and 102 of this Agreement.

c) A temporary part-time employee shall not accumulate time toward the fulfillment of the ninety (90) day probationary period nor acquire seniority as per Paragraph (52) of the Master Agreement. In the event a temporary part-time employee subsequently becomes a regular full-time employee, such employee shall be considered a new employee and shall receive no credit

152

for any purpose for time during which the employee was employed as a temporary part-time employee, unless otherwise stated herein.

d) The Company may discharge or terminate the employment of a temporary part-time employee at any time, however, such employee may only file a grievance protesting their discharge or termination if their allegation is on the basis of a prohibited ground of discrimination as set forth in applicable Human Rights Law.

e) Temporary part-time employees are entitled to vacation pay under existing law at the time such vacation pay is payable.

f) Temporary part-time employees will be provided with \$3,750.00 life insurance coverage and \$1,875.00 extra accident insurance coverage. The Company will pay the premiums for coverage for any month in which the temporary part-time 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 terminates.

Temporary part-time employees will also be eligible for the health care coverage provided under Article II, Sections 7, 8, and 9 of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees 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 provide applicable coverage for the following months' health care benefits set forth above for each temporary part-time employee while the temporary part-time employee is at work. A temporary part-time employee is considered "at work" in any month for which the temporary part-time employee receives pay for any time worked during such month. Such coverage begins on the first day of the fourth calendar month next following the month in which employment

153

commences. Coverage ceases at the end of the month in which employment terminates.

A temporary part-time employee shall not be covered by the Canadian Supplemental Unemployment Benefit Plan (SUB), the Canadian Separation Payment Plan, the Canadian Automatic Short Work Week Benefit Plan (SWW), the Pension Plan, the Canadian Legal Services Plan, the Income Maintenance Benefit Plan (IMP) or the Voluntary Termination of Employment Plan (VTEP). Coverage under the Health Care Insurance Program and Group Life and Disability Insurance Plan are limited to those coverages specified in this Appendix.

g) This temporary part-time employee program is separate and distinct from the summer vacation replacement program. Consequently entitlements to pay, benefits and the like are not linked and shall be accumulated separately under each program.

h) Notwithstanding the provisions of Paragraph 4, temporary part time employees hired on or after June 8, 2009 will only be paid an overtime premium after forty (40) hours have been worked in any scheduled week.

7. Provisions Specific to Seniority Employees on Indefinite Layoff that elect to work as a Temporary Part-Time Employee.

a) Any unskilled seniority employee who is laid off indefinitely, may make application at their location for temporary part-time status, first back to the group or department from which they were laid off and then to corresponding departments in other plants in multi-plant sites. Such employees will be selected by seniority to fill available temporary part-time positions within fourteen (14) calendar days of making such application. Such employees shall be offered temporary part-time work prior to such work being offered to new hire temporary part-time employees.

b) A seniority employee who elects to work as a temporary part-time employee will have a ninety (90) day waiting period before they can reapply for

154

temporary part-time status if such employee declines an opportunity offered under these provisions.

c) A seniority employee who elects to work as a temporary part-time employee shall be paid a rate determined in accordance with the applicable provisions of Paragraph (97) of the Master Agreement. Such employee shall also be provided the level of life and extra accident insurance as provided under the Group Life and Disability Insurance Program, and the health care coverage provided under the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, but not Supplemental Unemployment Benefits (SUB) and Automatic Short Work Week Benefits (SWW), to which the employee would have been entitled if the employee had continued on layoff status, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.

Once the employee's benefits entitlement has exhausted, such employee would be eligible to receive the same level of benefits as contained in Paragraph 6(f) that would normally be provided to a new hire temporary part-time employee. The required monthly Health Care contribution would be similar to the contribution paid by new hire temporary part-time employee as referenced under article II, section 1(d) of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees. The ability to cash pay while on layoff for Health Care (other than Dental) for a period of up to twelve (12) months

after the cessation of Company contributions will be suspended while an employee is employed as a seniority temporary part-time employee.

d) A seniority employee who elects to work as a temporary part-time employee shall be entitled to vacation pay entitlement pursuant to Section XIV of the Master Agreement provided such employee had worked as a regular seniority employee during the vacation eligibility year. If such employee has not worked as a regular seniority employee during the vacation eligibility year such employee shall be paid vacation pay under existing law at the time such vacation pay is payable.

155

8. Within sixty (60) days from the effective date of this Agreement, representatives from the National Union Unifor and Divisional Labour Relations shall meet to review the administration and timing of the implementation of the temporary part-time employee program, including local agreements or working conditions letters that would impact the use of temporary part-time employees.

9. Any problems arising from the application of this Appendix or the use of temporary part-time employees will be reviewed for resolution between representatives from the National Union Unifor and representatives from the Divisional Labour Relations Staff of the Company. The Company reserves the right to discontinue the use of temporary part-time employees if resolution to problems cannot be satisfactorily resolved.