

SOURCE	Company		
EFF.	16	05	84
TERM.	15	05	87
No. OF EMPLOYEES	175		
NO. OF EMPLOYEES			

COLLECTIVE AGREEMENT

between



HAYES-DANA INC.
WEATHERHEAD PRODUCTS

and

THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
LOCAL LODGE NO. 1804

Expires Midnight May 15th, 1987

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COLLECTIVE AGREEMENT

BETWEEN

HAYES-DANA **INC.**, WEATHERHEAD PRODUCTS, of the city of St. Thomas, in the Province of Ontario, hereinafter called the "Company"

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, a voluntary Association of Employees representing the Employees of the Company through its Local Lodge No. 1804, hereinafter called the "Union".

WHEREAS the Company and the Union made and entered into a collective agreement the 18th day of September 1981, and whereas, following timely notice of a desire to change the agreement in certain respects, the representatives of the Company and of the Union have met, negotiated and agreed upon the terms of a new agreement as follows:

Purpose

1. The general purpose of this agreement is to maintain formal relations between the Company and its employees and to continue to provide machinery for the prompt and equitable adjustment of grievances and to provide for working conditions, hours and wages applicable to all employees who are subject to the provisions of this agreement.

Recognition

2. The Company **recognizes** that the Union is the sole and exclusive collective bargaining agency for all of its production, maintenance, and warehouse employees in St. Thomas, Ontario, excluding the following classifications of employment which are not subject to the provisions of this agreement, namely: executive, administrative, and professional employees; office and clerical employees, including

factory clerks and timekeepers; superintendents, foremen, assistant foremen, line foremen, watchmen and guards; and those having authority to exercise discipline over employees on behalf of the Company.

3. The Company will supply the Union with a list of superintendents, foremen, assistant foremen, line foremen and other persons with authority to exercise discipline, and will indicate by proper titles such authority.

Union Security

4. All employees covered by this agreement as a condition of employment shall be members of the Union in good standing in accordance with the Constitution and the By-Laws of the Union and remain so for the duration of this agreement.

5. New employees hired after the effective date of this agreement and employees transferred into the bargaining unit after the effective date of this agreement must join the Union upon the completion of their probationary period and maintain their membership for the duration of this agreement.

Union Dues

6.(a) Whenever during the term of this agreement any employee individually signs and presents or causes to be presented to the Company an authorization in the following form:

To: Hayes-Dana Inc., Weatherhead Products, St. Thomas, Ontario.

Date

The undersigned hereby voluntarily authorizes you to deduct from my first pay each month hereafter union dues at the rate as set forth in accordance with the Constitution of the International Association of Machinists and Aerospace Workers, and the By-Laws

of Local Lodge No. 1804, International Association of Machinists and Aerospace Workers, and to pay to the Financial Secretary of said Local Lodge.

The Company, during the term of this agreement, will deduct from said employee's first pay of the month, after thirty (30) calendar days of employment, and following receipt of said **authorization** one (1) month's dues, and thereafter, during the term of this agreement, from the first pay of each succeeding month, the amount of said monthly dues as long as said **authorization** shall remain in effect.

(b) Before the end of the same month in which they are deducted the Company will pay to the Financial Secretary of the Local Union the full amount of the dues so deducted, furnishing therewith a list showing the clock number and name of each employee from whose pay deductions are made, and the amount of the deduction from the pay of each individual employee.

Reservation of Management Rights

7. Nothing in this agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of Management, including the extension, limitation, curtailment or cessation of operations, and the Union **recognizes** that the schedules of production, the methods, processes and means of manufacture are solely and exclusively the responsibility of the Company.

8. No grievance shall be considered which usurps Management's function.

9. The Company reserves the right to make and alter, as deemed necessary, rules and regulations to be observed by the employees, such rules and regulations not to be inconsistent with this agreement.

10. The Union recognizes the right of the Company to hire, promote, and transfer. Also demote, suspend, discharge or discipline any employee or employees for just cause subject to the right of the employee or employees to lodge a grievance to the extent herein provided.

Relationship

11. The terms and conditions of this agreement will apply to all employees who are subject to the provisions thereof.

12. Subject to paragraphs 4 and 5, both inclusive, of this agreement there shall be no discrimination, interference, restraint or coercion exercised or practiced by the Company, its representatives, or by the employees with respect to any employee because of his or her membership or non-membership in the Union.

13. The Union agrees there will be no Union activity on Company time, and no meetings on the Company premises except with the permission of the Company.

14. The Company will grant a leave of absence to not more than one employee at any one time to serve in a full time position with the International Local Union or District Lodge. Such leave of absence shall be requested by the Union in writing and shall be for a period of up to two (2) years. Such leave may be extended for a further two (2) year period by mutual consent of the Company and the Union. Upon return from leave, employee shall replace the junior person in the classification from which he was granted leave.

No Strikes or Lockouts

15. The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and that if any such collective action

should take place, the President of the Local Lodge and the Plant Committee will instruct its members to carry out the provisions of this agreement and return to work and perform their duties in the usual manner.

Plant Committee

16. The Union shall appoint or otherwise select a plant committee to be composed of and not to exceed six (6) members plus the Local Lodge President. It is understood and agreed that at no time will this committee be composed of less than three (3) members plus the President.

The Company will recognize and bargain with said committee on any matters properly arising from time to time during continuance of this agreement.

No more than two (2) committeemen to come from one (1) department. The jurisdiction of the several committeemen shall be as follows:

Committeeman	Work Group
No. 1	Automatic Screw Machines, Turret Lathe
No. 2	Second Operation
No. 3	Hose, Tube, Choke and all assembly
No. 4	Tool Room, Tool Crib, Machine Maintenance, other Maintenance, and Inspection.
No. 5	Plating, Receiving, Shipping, Material Handling and Kingsbury
No. 6	Warehouse

17. The Union recognizes and agrees that the members of the Plant Committee have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this agreement. Members of the Plant Committee and the President of the Union shall be paid

at their respective hourly base rates for time used by them during their regular shift in meetings with the Management, provided that such employees shall not be paid for any time lost while participating in an arbitration proceeding.

18. Before leaving his regular duties on behalf of the Company, a Committeeman must obtain the permission of his Foreman to do so. He shall also report to the Foreman of any department he thinks it necessary to visit, stating his reasons for so doing and securing permission before entering. At the conclusion of his business, he shall report his return to his Foreman, at which time he shall get the Foreman's OK to a time slip authorizing such payment as he is entitled to receive under paragraph 17.

19. The Union agrees to supply the Company with the names of the employees who are members of the Plant Committee and will keep such list up to date.

20.(a) The President of the Union, during his term of office shall be employed exclusively on the day shift, provided there is available work which he is qualified to perform efficiently.

(b) Members of the Plant Committee, the President of the Local Union (whether or not he is a member of the Plant Committee) and the Financial Secretary of the Local Union will be retained in the employ of the Company during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified and willing to perform.

Grievance Procedure

21. If an employee (or employees) has any complaint or question he wishes to take up with the Company, the employee shall confer with his immediate Foreman. His Plant Committeeman may accompany the employee if the employee requests

his assistance. The decision of the Foreman shall be given within twenty-four (24) hours. Failing a settlement satisfactory to the employee concerned, the matter shall then become a grievance, provided it is reduced in writing as a grievance (a) within three (3) working days of the answer of the Foreman to the complaint and (b) within two (2) weeks of the time the facts giving rise to the grievance became known to the employee or the Union or should have become known with the exercise of reasonable attention.

22. Step No. 1. The grievance shall be reduced to writing on a triplicate grievance form provided by the Company and signed by the Committeeman and the employee and handed to the Foreman concerned, who shall then give his answer in writing and return same to the committeeman within three (3) working days.

23. Step No. 2. If the written decision of the Foreman is not satisfactory to the employee, the Committeeman shall then refer the grievance to the Superintendent (or other representative designated by the Company) who shall, within three (3) working days of the date he received the grievance, record his decision on the triplicate grievance form and deliver one (1) copy to the Committeeman, one (1) copy to the Foreman and one (1) copy to the Personnel Manager.

24. Step No. 3. If the superintendent's decision resulting from Step 2 is not satisfactory to the employee then the grievance shall be referred by the Plant Committee to the Management of the Company who will meet and discuss it with the Committee. At this meeting any Grand Lodge or District Lodge representative of the Union may be present if his presence is requested by either the Union or the Company. Within three (3) working days of the conclusion of the conference the decision of the Management shall be recorded on the triplicate grievance form and one (1) copy shall

be given to the Committeeman, one (1) copy shall be given to the Foreman and one (1) to the Superintendent (or other representative designated by the Company to act for him).

25. Step No. 4. In the event the grievance is not satisfactorily adjusted by the foregoing procedure it may be submitted to arbitration on written notice by the Union to the Company. Within seven (7) days after receipt of such notice each party shall name one (1) arbitrator and the two (2) arbitrators so named shall seek to agree upon a third and impartial arbitrator who will serve as Chairman of the Board of Arbitration. If within seven (7) days after the selection of the Company arbitrator and the Union arbitrator these two (2) arbitrators fail to agree upon such impartial Chairman then the parties jointly shall make written application to the Minister of Labour of the Province of Ontario for the appointment by him of a suitable disinterested person to serve as Chairman of the Board of Arbitration. The Minister of Labour is authorized upon receipt of such application, to appoint the Chairman of the Board of Arbitration. As soon as the Chairman of the Board of Arbitration has been appointed at the convenience of the Board and the convenience of the parties the Board of Arbitration shall schedule a hearing and hear the evidence and representations of both parties, and shall render a decision as soon as possible. The decision of a majority of the Board of Arbitration shall be final and binding upon both parties to this agreement. The Board of Arbitration shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this agreement. Each party shall pay the fees and expenses of its arbitration representative and one-half ($\frac{1}{2}$) of the fees and expenses of the Chairman of the Board of Arbitration. No grievance shall be considered by the Board of Arbitration

unless it has been properly carried through Step No. 3 of the grievance procedure.

26. Any grievance including arbitration which is not appealed at any step within five (5) working days of the answer given at such step shall be considered settled on the basis of the decision last made and shall not be eligible for appeal. Any of the time limits established in the Grievance Procedure may be extended by mutual agreement expressed in writing.

Discharge Cases

27. (a) When an employee with seniority is requested to attend a conference in the Personnel Office for the purpose of discipline or is the subject of a written disciplinary warning, disciplinary layoff, or discharge, he will be informed of his right to request the presence of his plant Committeeman before he is required to leave the plant premises or accept the written disciplinary warning or be subject to a recorded verbal warning. As soon as possible but not later than the second working day after a discharge or disciplinary layoff, notice thereof will be given the President of the Union or a Plant Committeeman. Any claim by an employee that he has been unjustly discharged or laid off from his employment shall be treated as a grievance, but a written statement of such grievance must be lodged by the employee with the Superintendent within three (3) working days after the employee ceases to work for the Company.

(b) If the employee's claim is found to be justified, then he shall be reinstated in his employment with such compensation for time lost as may be agreed upon or determined by the Board of Arbitration at not more than his straight time rate or in the case of an incentive worker, his average straight time hourly earnings for the last sixty-five (65) days he worked and with no loss of seniority rights.

(c) With reference to disciplinary matters which normally require progressive discipline, the Company agrees that if an employee maintains his record clear of disciplinary actions for a period of twelve (12) consecutive months, future recorded discipline will commence with a recorded verbal warning.

Safety
Special Clothing, Shop Rules,
Nursing Service

28.(a) A Safety and Housekeeping Committee of six (6), comprised of three (3) Company appointees and three (3) Union appointees shall be formed and will meet monthly. Safety and housekeeping tours of the plant and warehouse shall be made at least quarterly by two (2) committee representatives (one (1) Union and one (1) Company).

(b) The Company will, to the extent provided by Law, maintain sanitary arrangements throughout the plant, provide safety devices, and give proper attention to the elimination of any conditions of employment which are a hazard to the safety or health of the employee.

29. Where the nature of the task assigned to an employee requires the use of special equipment or special protective clothing, such special equipment and special protective clothing, such as goggles, gloves, aprons, dust cloths and rubber boots, will be provided by the Company. The Company will provide safety toe caps or \$2.00 towards the cost of the first pair of safety shoes or subsequent pair only if damaged.

30. The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machine equipment and plant facilities and the terms and conditions upon which special clothing is issued to employees.

31. The Company agrees to maintain adequate matron service according to law.

Seniority

32. Each of the parties hereto recognizes that the employees are entitled to an equitable measure of security based upon length of service.

33.(a) The Company will continuously maintain accurate records of seniority of each employee, and such records shall be continuously available. The warehouse operation shall be a separate division, separate seniority records shall be kept and except with the consent of the Company bumping of warehouse division personnel by production division personnel and vice versa shall be restricted to not more than two employees within a three (3) month period provided such employees are not able to bump in accordance with paragraph 40 within their respective division of employment.

(b) Notwithstanding any other provision of this Collective Agreement there shall be separate and distinct seniority lists for employees in the warehouse and employees in the plant, however employees from the plant may bid for openings in the warehouse and vice versa. Since their seniority is nontransferable they will only be eligible for consideration under Paragraph 43 when there are not qualified applicants who have seniority in the area (warehouse) or (the plant area) in which the opening is to be filled.

Should an employee be transferred (either way) they shall then begin acquiring seniority in their new area.

Employees so transferred will then retain their seniority for purposes only of displacing an employee with less seniority in the area in which the seniority was acquired, For entitlement to service related benefits, e.g. - pensions, vacations, etc., etc., such an employee will have his total

seniority from both areas accumulated.

34. A probationary period of sixty (60) days of work within a period of six (6) consecutive months shall be established for new employees. At the expiration of the probationary period an employee shall acquire seniority as of the date of his latest employment in the plant. During such probationary period an employee shall have no seniority status and any employee may be terminated, suspended or discharged as the Company may determine and a termination, suspension or discharge shall not be made the basis of any claim or grievance against the Company.

Loss of Seniority

35. An employee shall lose his seniority standing and all rights and shall cease to be an employee of the Company and his name shall be removed from all seniority lists, for any of the following reasons:

- (a) If the employee voluntarily quits or retires from his employment with the Company.
- (b) If the employee is discharged or retired, and such employee is not reinstated pursuant to the provisions of the Grievance Procedure herein.
- (c) If the employee has been laid off, and, having been requested by registered mail addressed to his last address as furnished by him to the Company: fails to return to work within three (3) working days after delivery of his notice to said address or within any longer period arranged for good reason by the employee and the Company.
- (d) If the employee overstays a leave of absence granted by the Management in writing without securing an extension of such leave.

- (e) If the employee is absent for three (3) consecutive working days without notifying the Company, unless the employee can substantiate it was impossible to so report or notify the Company.
- (f) Chronic one-day absentees shall be subject to discipline by layoff, and in extreme cases, by discharge.
- (g) If the employee is absent from active service for any reason including layoff, except occupational injury or occupational illness, for a continuous period of two (2) years or the length of his continuous service, whichever is shorter. If an employee as a result of repeated illness works less than 50% of scheduled work days over a two (2) year period.
- (h) If the employee accepts other employment while on a leave of absence, unless with the prior consent of the Company and the Union.

Leave of Absence

36. When requests are made in advance, absences of not more than one (1) week may be excused by the Foreman without a written leave of absence. Employees may not be absent for longer than one (1) week unless they have been granted a written leave of absence. When leaves are granted they will be with accumulated seniority.

37. Employees who have attained seniority status are granted leaves of absence when such absence is made necessary because of bona fide illness or injury.

38. Leaves, for reasonable periods may be granted for legitimate personal reasons under unusual circumstances. Each such request will be reviewed in the light of the employee's length of service and the urgency of the reason for the request. Female employees who have at least one

(1) year's seniority will be granted pregnancy leave. Such leave shall extend from the last day of the fourth (4th) month of pregnancy to not later than the end of the third (3rd) month after the delivery date. Employees returning from leave of absence will return to their former job classification providing they are physically able to perform the work.

39. The Company will grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as delegates of the Local Lodge for the transaction of Union business. The Company will continue the practice of granting leave to additional employees to transact Union business when the need arises.

Request for leave will be made a minimum of twenty-four (24) hours prior to requested leave.

Layoff Procedure

40. Where a layoff occurs which is, or which the Company anticipates will be, of three (3) work days or less duration, layoffs within each job classification shall be to the extent possible in accordance with plant seniority standing. Where a layoff occurs which exceeds, or which the Company anticipates will exceed, three (3) work days in duration, the following provisions shall be applicable:

- (a) Supervision will determine the number of employees needed in each job classification.
- (b) in any classification affected the oldest employee according to plant seniority will be retained to the extent needed and the remainder will be moved back to lower classifications in accordance with their plant seniority and previous experience.
- (c) Any employee removed from a job, under the above steps may use his plant seniority to supplant any employee

working on an equal or less skilled job in his department which he is fully qualified to perform.

- (d) If an employee is laid off from his department, he may exercise his plant seniority to replace another employee with less seniority in another department provided he has had previous successful experience in the plant in such job or in a job or jobs requiring related skills and special job knowledge to the extent necessary to be fully efficient in the performance of such job. If an employee is unable to place himself in accordance with the above, he may replace an employee with less seniority whose job he is able to perform efficiently. However, in no case shall a laid off employee use his seniority to replace an employee in a higher job classification than one from which he has been laid off unless he has had previous successful experience in such a job. Bumping of floor inspectors and hose inspectors may not occur more often than once in a three month period.
- (e) Any employee who chooses to accept a layoff from the plant rather than exercise his right to displace another employee shall remain on layoff until recalled to his regular job, unless the Company chooses to offer the employee a different job, and the employee accepts. Such an employee who has not been recalled to his original job classification for a period of thirty (30) days, may thereafter request in writing that the Company place his name on the recall list specifying in such request that the employee would accept recall to any job or alternatively specifying those jobs to which he would accept recall. An employee so

advising the Company shall then be recalled in accordance with his seniority and his request in writing to any future opening for which he has the skill and ability to perform. In any event the employee shall be given an opportunity to fill a vacancy before new hires.

41. When calling back employees to employment after a layoff, the reverse of the layoff procedure will be followed, provided employees eligible for recall are able to perform the available work in an efficient manner. Before recalling employees laid off from any department, the Personnel Manager and the Plant Committeeman having jurisdiction of that department may verify the seniority rights of those to be recalled.

Job Posting

42. The Post and Bid System will operate in accordance with the following:

- (a) Subject to paragraph (b) below, whenever a new job is created or a vacancy occurs the Company shall post a notice on the bulletin board for a forty-four (44) hour period.
- (b) This post and bid procedure is limited to the posting of the original permanent job opening and one subsequent permanent job opening resulting from this transfer or promotion. Jobs classified in Incentive Labour Grade 20 will not be posted. Qualifications for the job posted will not be inconsistent with previous postings for similar jobs.
- (c) Any employee, who has attained six (6) months seniority, is eligible to bid, and may bid by notifying his foreman in writing, during the forty-four (44) hour posting period.
- (d) Plant seniority shall govern in the selec-

tion of an employee to fill the vacancy provided he meets the requirements for promotion or transfer established in paragraph 43.

- (e) The Company will recognize the bid of an employee who has been a successful bidding candidate within the preceding twelve (12) month period, only if the job is not filled by a qualified bidder who has not been a successful bidder within the preceding twelve (12) months.
- (f) Temporary job requirements not expected to exceed a three (3) month period may be filled by the Company without posting. However, if at any time the situation changes so that it can be determined the temporary requirement will exceed a three (3) month period the job will be posted immediately. The Company also agrees there will be no repeated temporary transfers to a position so as to avoid posting; the experience gained by an employee through temporary transfers will not be used as a basis for awarding a future posted opening to that employee. Job openings created as a result of granted leaves of absence will not be posted.
- (g) Employees may bid for parallel or higher grade jobs only, except for proven health reasons and day shift jobs.
- (h) Employees after having completed a trainee programme may not bid on job openings for a period of twelve (12) months.
- (i) The Company will provide, to the Plant Committee Chairman on request a copy of all postings. The Company will also provide to the Union on request a copy of the names of employees who bid on

the postings and also the name of the successful bidder.

- (j) Employees transferred through the Post and Bid System are considered to be on training **and probation for the first sixty (60)** work days.
- (k) Where an employee has been awarded a job as a successful bidder, but the job is cancelled before he is placed on it, he will be regarded as the successful bidder should the job become available again within six (6) months of the date it was cancelled. He shall also retain his right to accept or reject the job at that time if he has successfully bid on another job during the interim. ****

Transfers

43. Promotions or transfers to job openings shall be based on knowledge, ability, skill and seniority. Seniority shall govern in the selection of an applicant provided he meets the job requirements of knowledge, ability and skill.

44. For job openings not covered under the Post and Bid System an employee with six (6) months seniority may apply for a transfer to another department. Such application shall be in writing and shall state the employee's reason for the request as well as any information deemed by him to be helpful in consideration of his application. Plant seniority shall govern in the selection of an employee to fill the vacancy provided he meets the requirements for promotion or transfer as established in Paragraph 43. The Company reserves the right to withhold consideration of an application for transfer from an applicant until he has completed twelve (12) months service from the last previous transfer made at his request.

Before employees are hired to fill newly created jobs, present employees will be notified

and given opportunity to seek transfer to such jobs.

45. (a) If an employee is temporarily transferred by the Management for its convenience to a job carrying a lower rate, the employee shall be paid his higher rate while so employed. The employee selected may decline the transfer provided a qualified junior employee in the same labour classification is available.

45. (b) When incentive workers are transferred under this provision to day work jobs they shall receive their base rate plus thirty-five percent (35%) while so employed. Otherwise, the rate shall follow the job.

46. If an employee is transferred to a position outside the bargaining unit he shall retain while so employed all the seniority which he had at the time of his transfer. If an employee is returned to the bargaining unit within six (6) months of the date he is transferred out for reasons other than retrenchment by the Company, he will be placed on a job opening in keeping with his qualifications and seniority.

If an employee is returned to the bargaining unit after six (6) months of the date he is transferred out, he will be placed on a job opening where there has been no successful bidder or he will replace the junior employee in the plant in a job entry classification.

If an employee is returned to the bargaining unit as a result of retrenchment, he will be placed on a job formerly held in keeping with his qualifications and seniority.

Notice Board

47. The Company agrees to establish a notice board in the plant and warehouse for the posting of such official Union Notices as are approved by the Superintendent or Personnel Manager. Approval of such notices will not be unreasonably withheld.

Premium Pay

48.(a) Time and one-half shall be paid for all time worked i.e. over eight (8) hours in any one day, time and one-half for all hours worked on Saturday, double time shall be paid for all time worked on Sunday.

(b) Time and one-half shall be paid for all time worked on the paid statutory Holidays indicated in Paragraph 51.

(c) In all cases Saturdays, Sundays and Holidays shall be considered as extending from midnight to midnight.

(d) If a holiday occurs on Saturday or Sunday, the day observed by Dominion Proclamation or such other day as mutually agreed upon thereto shall be considered the holiday.

Overtime

49. Overtime and the opportunity to work overtime in any department shall be recorded. Request by the Company for an employee to work overtime shall be made twenty-four (24) hours prior to the end of the last shift worked before the overtime except in case of urgency or emergency, i.e. machine breakdown, customer rescheduling, power failure or other such emergencies beyond the Company's control.

Overtime shall be distributed as equally as practicable amongst the employees in the effected occupational classifications in the department. Redress for error in this procedure will be adjusted only by allotting future overtime to griever. Such overtime to be made available as soon as possible at a time suitable to the employee but not later than six (6) months. Overtime may be declined provided junior employees with the necessary qualifications are available. Overtime declined within the above limits shall count as time worked for record purposes. Requests by the Company for any employee to work overtime with less than the aforementioned

notice will not be recorded and he will not be obliged to work.

50. In the event the Company engages in any continuous seven (7) day operations during the term of this agreement, then the provisions under this title shall be subject to renegotiation with respect to the employees engaged in such operations.

Pay For Holidays Not Worked

51. The following will be recognized as Plant Holidays:

First Year - May 16th, 1984 to May 15th, 1985.

Victoria Day – May 21/84
Dominion Day – July 2/84
Civic Holiday – August 6/84
Labour Day – September 3/84
Thanksgiving – October 8/84
Day before Christmas – December 24/84
Christmas Day – December 25/84
Day after Christmas – December 26/84
Christmas Floater Holiday –
December 27/84
Christmas Floater Holiday –
December 28/84
Day before New Years –
December 31/84
New Years Day – January 1/85
Good Friday – April 5/85
Christmas plant shut down begins end of
shifts December 21/84. Plant reopens
January 2/85.

Second Year - May 16th, 1985 to May 15th, 1986.

Victoria Day – May 20/85
Dominion Day – July 1/85
Civic Holiday – August 5/85
Labour Day – September 2/85
Thanksgiving – October 14/85
Day before Christmas – December 24/85
Christmas Day – December 25/85
Day after Christmas – December 26/85
Christmas Floater Holiday - December 27/85

Christmas Floater Holiday –
December 30/85
Day before New Years – December 31/85
New Years Day – January 1/86
Good Friday – March 28/86
Christmas plant shut down begins end of
shifts December 23/85. Plant reopens
January 2/86.

Third Year -- May 16th, 1986 to May 15th, 1987.
Victoria Day – May 19/86
Dominion Day – June 30/86
Civic Holiday – August 4/86
Labour Day – September 1/86
Thanksgiving – October 13/86
Day before Christmas – December 24/86
Christmas Day – December 25/86
Day after Christmas – December 26/86
Christmas Floater Holiday –
December 29/86
Christmas Floater Holiday –
December 30/86
Day before New Years – December 31/86
New Years Day – January 1/87
Good Friday – April 17/87
Christmas plant shut down begins end of
shifts December 23/86. Plant reopens
January 2/87.

Each employee who does not work on a Plant Holiday shall be entitled to eight (8) hours pay at straight time at his regular hourly base rate except incentive workers who will be paid base rate plus 35% providing each and all of the following eligibility requirements are met.

(a) He has worked his full shift the last scheduled work day before the holiday and works his full shift the first scheduled work day after the holiday. He will be considered to have worked a full shift provided he is not more than one (1) hour late for the start of his shift. This requirement shall be enforced so as to prevent payment of holi-

day pay to those with no legitimate excuse for not complying therewith and not to deny holiday pay to those having a legitimate excuse for not complying with this particular requirement. The Company and the Union may require reasonable proof of the facts asserted as a legitimate excuse.

(b) In case of consecutive holidays – an employee who is absent with no legitimate excuse either the day before or the day after a holiday period will forfeit one day holiday pay. If he is absent both the day before and day after a holiday period with no legitimate excuse he will forfeit two (2) holiday's pay.

52. An employee who works on any of the statutory holidays named above shall receive the holiday pay provided above, if he is otherwise eligible, in addition to the rate payable under Paragraph 48 (b) hereof. No holiday compensation shall be paid to any employee failing to work as scheduled. Absence from work without permission the last scheduled work day before or the next scheduled work day following the day observed as the holiday will result in forfeiture of holiday pay and employees on leave of absence or not working for two (2) consecutive weeks, one (1) of which is the week in which the holiday is observed will not be paid for such holiday. Employees on paid vacation will receive pay for any holiday named in Paragraph 51 that occurs during their paid vacation period.

Vacations

53. Each employee on the payroll of the Company, June 30th shall receive a vacation on the basis of one (1) day for each full month of continuous employment prior to the commencement of the current vacation year to a maximum of ten (10) days. A week of vacation shall consist of six (6) days, Monday to Saturday, inclusive.

(a) Vacation pay shall be a percentage of the

the wages received by the employee during the twelve (12) months immediately preceding July 1st, including pay for statutory holidays, vacation pay for the previous year vacation but excluding gift bonuses. Vacation pay for employees with less than one (1) year service immediately prior to July 1st shall be 4%.

(b) All employees who have completed one (1) year or more of continuous service with the Company immediately prior to July 1st shall receive vacation and vacation pay according to the following schedule:

1 year but less than 3 years – 2 weeks – 4%
3 years but less than 6 years – 2 weeks – 5%
6 years but less than 11 years – 3 weeks – 6%
11 years but less than 16 years – 3 weeks – 7%
16 years but less than 24 years – 4 weeks – 8%
24 years but less than 25 years – 4 weeks
– 10%
25 years or more – 5 weeks – 10%

Effective May 16th, 1986 the following schedule shall apply:

1 year but less than 3 years – 2 weeks – 4%
3 years but less than 5 years – 2 weeks – 5%
5 years but less than 11 years – 3 weeks – 6%
11 years but less than 15 years – 3 weeks – 7%
15 years but less than 24 years – 4 weeks – 8%
24 years but less than 25 years – 4 weeks
– 10%
25 years or more – 5 weeks – 10%

(c) The Company shall determine the period when each employee shall take his vacation but such period shall not be later than twelve (12) months after the conclusion of the working year of the employee, provided, the Company does not schedule a three (3), four (4) or five (5) week vacation shutdown. Employees who qualify for three (3), four (4) or five (5) week vacation shall notify the Company before December 1st of the vacation

year when they desire to take their third (3rd), fourth (4th) or fifth (5th) week of vacation, the time to be mutually agreed upon between the Company and the employee. Vacations for the third (3rd), fourth (4th) or fifth (5th) week that have not been requested by the employees by December 1st of the vacation year will be scheduled by the Company. Vacation pay will be paid immediately before the vacation is taken. Vacations are compulsory and must be taken, excepting the fifth (5th) week.

(d) On request, the Company shall give each employee whose employment is discontinued by the Company or who leaves the employ of the Company during the term of this agreement, having completed at least three (3) months of employment, vacation pay in the full amount to which he is then entitled, less all proper withholdings.

Schedules

54. Attached hereto, marked "Schedule 'A' " and made part of this agreement is the schedule of the job classifications and of the rates applicable thereto for the period May 16th, 1984 through midnight May 15th, 1987.

55. The rates applicable to inventory work are shown in Schedule 'A'. The premium pay and seniority provisions of this Agreement shall not apply to inventory work. The above seniority ruling applies only as long as the inventory work is conducted other than the normal scheduled work day.

56. Attached hereto, and marked Appendix "A", and made a part of this Agreement is a schedule covering Group Insurance benefits.

Incentive Standards

57. (A) Production standards for new or changed jobs shall be based upon recognized time study

engineering principles so that there shall be an opportunity for increased earnings out of increased production. Time study shall be a function of Management, and Management shall be responsible for the setting of rates. All observed performances will be leveled to a normal or one hundred percent (100%) performance which competent employees using average skill and effort can maintain throughout the working day. To such normal or one hundred percent (100%) performances the incentive base rate will be assigned. Jobs will be time studied by engineering standards to develop an earnings opportunity at incentive pace of twenty-five percent (25%) above the incentive base rate for the job classification.

(B) Incentive bonus for automatic screw machine operators will be based on the gross cycle time for the job and converted to hours per thousand pieces.

For each cycle time hour produced, or part thereof, the operator will receive an incentive pay of twenty-two percent (22%) while operating machines designated as a two (2) bank operation, For a machine designated as a one (1) bank operation the operator will receive an incentive pay of forty-four percent (44%) for each cycle time hours produced or part thereof. Where an operator is running one (1) machine and setting up on another (i.e. Labour Class 912) he will be paid one (1) bonus hour for each two (2) set-up hours or part thereof.

Incentive bonus for automatic screw machine set-up men will be based on the total cycle time hours produced by all operators for each week divided by the total clock hours for all operators for each week.

The automatic screw machine set-up man will receive an incentive pay of twenty-two percent (22%) of the base pay for the average machine hours thus produced or part thereof times

his clock hours for each week.

(C) The Company desires that the employees earn as much as they find possible provided they:

- (a) Produce and maintain the same quality that was produced when the standard was established.
- (b) Accomplish all the work in the same manner that was included in the standard at the time it was established.

58. Incentive bonus for operators shall be computed on a shift basis rather than on a job basis.

59. Temporary production standards will be established on new jobs within forty-eight (48) hours and will remain in effect until permanent standards are established. When operation difficulties have been eliminated and the tooling and method of operation has been determined satisfactory by the Company, the job shall be restudied for a permanent standard. A standard designated as temporary shall nevertheless be considered permanent when a period of one (1) month of continuous production has elapsed since it was introduced or after the third (3rd) order and/or third (3rd) set-up of the job as indicated on the traveller whichever is earlier. All salvage work to which a time standard (rate) is not applied will be paid thirty-five percent (35%) above the employees base rate. If the employee is working on salvage that he produced he will be paid his base rate only. Copies of all time studies shall be given to the Union as standards are established.

60. Permanent production standards shall be guaranteed for the duration of this agreement unless:

- (a) The tools, materials, jigs, fixtures, machine feeds and speeds, or method of operation are changed.
- (b) Work is added or taken away from the operation.

(c) Quality requirements are raised or lowered from the original specifications.

(d) A genuine clerical error has been made in computing the standard.

In the event such changes are made, the job or operation will be restudied at the earliest opportunity. Such changes must be real and not be used as a method of increasing or reducing production standards.

61. In order that the production standards be established and maintained as accurately and fairly as practical, the Union agrees to assist in seeing that :

(a) Employees being time studied shall give an honest effort when the time study is being made and employees being time studied shall be experienced operators in that department in which the job is being time studied,

(b) No deliberate attempt be made to slow down, stretch out, or other means used to obtain a loose standard during the course of the study.

(c) Any employee altering the machine time cycle established in the Production Standard, without authorization, will be subject to discipline.

(d) Employees are required to record time used by them in accomplishing any job or operation and shall punch in promptly on the start of the job or operation and punch out promptly on the completion of the job or operation.

(e) In cases where inferior quality is produced by an operator as a result of proven careless workmanship, and the pieces can be saved by repeating the operation, the same operator may be given the opportunity to perform the re-work operation

at his base rate in lieu of disciplinary action. Such re-work will be performed by the operator when scheduled by the Supervisor. This clause shall not be construed to limit in any way the right of the Company to discharge or otherwise discipline employees who repeatedly produce work of inferior quality.

62. In the event an operator is unable to make his rate on any job after he has become experienced on that job he may apply to his Foreman for a new time study of that job, provided his Committeeman and Foreman are in agreement. In the event the new time study results in a new production standard, the new standard will be effective for the entire day upon which it was established and thereafter. *

Supervisors

63. The parties agree that the primary duty of supervision is to supervise. It is further agreed that supervisors will not enlarge upon the privilege of working in cases of development work, instruction, experimental work, trying out and setting up of new or altered equipment, or emergencies such as might result from equipment failure, employee absence, shipping deadlines. Working in these instances shall not be construed to mean regular production commitments, nor would an emergency exist if there are qualified bargaining unit employees available to do the work without sacrificing other necessary production.

Call-In Pay

64. Any employee who is scheduled to report for work, without having been notified that there will be no work, and having reported, is prevented from working through conditions within the Company's control, shall be paid for a minimum of four (4) hours worked at his prevailing rate. The report in pay provisions of this article shall not apply if

strikes or work stoppages, at the St. Thomas plant, failure of power beyond the control of management, or acts of God interfere with work being provided, Any employee who, having worked his regular shift and gone home is called back to work, shall be paid for the actual time he worked, but not less than four (4) hours pay at straight time.

65. Each shift normally shall consist of eight (8) hours of work. Except in circumstances beyond the Company's control making it impracticable to permit rotation, all employees assigned to jobs on a two (2) or three (3) shift basis shall rotate shifts either on a weekly or a bi-weekly basis, according to the schedule posted, provided, however, that this provision for rotations shall not be applicable in situations where the employees effected agree not to rotate shifts. Employees on the second (2nd) or afternoon shift shall be paid a bonus at the rate of twenty cents (20¢) per clock hour; and employees on the third (3rd) or midnight shift shall be paid a bonus at the rate of twenty-four cents (24¢) per clock hour; for each clock hour or fraction thereof of work performed on that shift. For incentive employees on continuous operations where lunch period relief is not provided and on three (3) shifts where overlapping is not possible, an eighteen (18) minute paid lunch period at the employee's base rate will be allowed. Employees who do not leave the plant for their lunch period shall not be required to punch the clock. Any employee failing to punch out when required to do so shall not be penalized if he actually worked his scheduled hours and his card is signed by his foreman.

Automatic Progression System

66. The automatic progression schedule will be administered in accordance with the following:

- (a) New employees shall normally be hired at the starting rate of the job to which they are assigned.
- (b) Any employee who has completed his

probationary period will automatically be increased to the 'Hourly rate after sixty (60) scheduled working days' of the job to which he is assigned. If the employee has been absent from work more than one-fifth (1/5th) of the available work days, the progression rate increase shall be postponed until such time as he has actually worked a number of days equal to four-fifths (4/5ths) of the available work days in such sixty (60) scheduled work day period.

- (c) Employees shall receive automatic increases as called for in the Automatic Progression Schedule.

An employee with sixty (60) scheduled work days or more of seniority who is transferred to another job will receive the sixty (60) scheduled work day rate for the job or the highest progression rate he had previously earned as a result of permanent assignment to the job. Employees in Labour Grade 20 will receive the same base rate they were receiving on the permanent job from which they were transferred.

insurance Program and Pension Plan

67. The parties have provided for Group Insurance and Pension Plans by separate agreement.

The agreed upon Pension is in addition to the Canada Pension Plan.

Pension Highlights

Normal Pension

\$11.00 per month per year of service.
Maximum forty (40) years.

Disability Pension

Eligibility age forty-five (45) with ten (10) years service, \$17.50 per month per year of service, forty (40) years maximum.

Compulsory retirement age 65.

Early Retirement

At or after age sixty (60) with fifteen (15) but not more than forty (40) years of credited service. Pension reduced by 4/10% of 1% for each month prior to sixty-five (65).

Spouse Option

90 - 55

Automatic preretirement Surviving Spouse Pension

Vesting Rights

Certificate of Vesting

Vesting after ten (10) years.

Cost of Living

67. In the event that Statistics Canada or a successor Government Agency either discontinues publication of the current Price Index or changes the form and/or method of calculation of the Consumer Price Index and publishes a new Index which differs from that defined previously in this Article, the Company and the Union shall enter into immediate negotiations with respect to maintaining the full protection originally intended by the negotiations of the Cost of Living provisions. In the event the parties are unable to agree, this dispute shall be submitted to final and binding arbitration as provided for in this agreement.

The cost of living allowance will be paid in accordance with changes in the "Consumer Price Index" published by Statistics Canada on the basis of 1971 equals 100.

C.O.L.A.

The cost of living allowance will be as follows:

Using the C.P.I. for April 1984 as the base, the first adjustment will be effective the pay period in August 1984 which follows publication of the July 1984 C.P.I. COLA will be adjusted at quarterly intervals thereafter for the term of the Collective Agreement with the final adjustment in May 1987.

Adjustments to be on the basis of 1¢ for each .4 change in the C.P.I. in the first year. Effective May 16th, 1985, adjustments to be on the basis of 1¢ for each .37 in the C.P.I. Effective May 16th, 1986 adjustments on the basis of 1¢ for each .35.

The cost of living allowance in all cases shall be considered as an add on for hours worked. It is understood that hours paid but not worked such as holiday pay, vacation pay, bereavement pay, jury duty pay, etc., shall be considered as hours worked for the purposes of this Article.

No retroactive adjustment shall be made in the amount of the cost of living due to any revision which may later be made in published figures of the "Consumer Price Index", by Statistics Canada.

Jury Duty Pay

68. A full time employee who has completed his probationary period and who performs jury service during a regular work week, Monday to Friday, inclusive, will be paid for each such day of jury service on which he would have been scheduled

to work, the difference between (a) the fees received by him for daily jury service and (b) the base rate of his job classification for eight (8) hours, twenty-five percent (25%) shall be added to the incentive base rate for L/G A-3; B-2; C-4; D-8, thirty-five (35%) shall be added for other incentive classifications. In order to qualify for pay under the provisions of this paragraph, an employee shall present to the Company satisfactory evidence of the amount of fees received by him for jury service. While on jury service an employee may, at the discretion of the Company, be assigned to work on the day shift from Monday to Friday, inclusive, and in such case shall be at work during such working hours when not on jury duty.

Employees who are subpoenaed as a Crown Witness will be paid in accordance with the above.

Bereavement Leave

69. The Company will grant a leave of absence to employees from the day of death until and including the day of the funeral in case of death of his mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, sister, wife, husband, common law spouse or child. If the employee has completed thirty (30) days of continuous employment on the day such death occurs, the Company will pay him for any of the first three (3) days of such leave of absence on which he would otherwise have been scheduled to work. Pay for time lost under this section shall be at the employees regular base hourly rate, twenty-five percent (25%) shall be added to the incentive base rate for L/G A-3; B-2; C-4; D-8; thirty-five percent (35%) shall be added for other incentive classifications. Under the same terms, an employee will be granted the day of the funeral off with pay in the event of the death of his grandparents or grandchild. Time lost as a result of leave under this provision shall not be considered as hours worked for

the purpose of computing premium overtime. No pay will be granted under the provisions of this paragraph where the employee fails upon request to furnish the Company with reasonable proof of death.

Amendments

70. Notwithstanding any of the provisions contained in this agreement, the parties by mutual consent may amend or delete from or add to this agreement.

71. No supplementary or secondary agreement or understanding as to the meaning, application or enforcement of any provision of this agreement shall be binding upon either the Union or the Company unless and until signed by duly authorized representatives of the Union and the Company.

Effective Date Duration

72. This agreement shall become effective as of the 16th day of May 1984 and shall continue in effect until midnight the 15th day of May 1987, and for yearly periods thereafter until modified or changed by mutual consent or until terminated as hereinafter provided. Either party desiring to amend, modify or terminate this agreement shall give the other party written notice of such intention not more than seventy-five (75) days and not less than forty-five (45) days prior to the termination date of midnight May 15th, 1987, or of any yearly period thereafter. If notice of intention to amend or terminate is given by either party in writing prior to midnight May 15th, 1987, as above provided, negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in an agreement prior to midnight May 15th, 1987, or any renewal date thereafter, then this agreement may be extended by mutual agreement between the negotiating parties for such further

time as may be necessary to complete negotiations.

Duly executed by the parties hereto the
19th day of July 1984.

LOCAL LODGE NO. 1 804
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

P. Rick

A. McArthur

L. Putman

S. Barfett

D. Esson

J. Crosby

B. Babinski

D. Bate

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

H.A. Lawrence

B.E. Hall

J.B. McNamara

Memorandum of Agreement

APPENDIX 'A'

1. O.H.I.P., Extended Health Care and Dental Plan
– Company pay full cost for employee and dependents first of the month after thirty (30) days employment.
2. Life Insurance with A.D. and D.
All employees – \$13,000.00 – Company pay full cost.
Paid up Life Insurance policy of \$1,000.00 on normal retirement.

3. Weekly Indemnity
60% of average earnings up to the U.I.C. maximum.
- Maximum indemnity twenty-six (26) weeks.
Company pay full cost.
Charges for completing W/I claim forms will be reimbursed.
First day of accident (non-occupational).
First day of surgery performed in a hospital under a general anaesthetic.
First day hospitalized. Eighth (8th) day illness.
- This plan to be kept current from year to year.
4. (a) Probationary employees to be paid for statutory holidays.
- (b) Probationary employees covered for Life Insurance first of month after thirty (30) days employment.
- (c) Probationary employees covered for O.H.I.P. extended Health and Dental Plan, first of the month after thirty (30) days employment.

Letter of Intent

May 10th, 1972

This will confirm our renewal of the the 'Letter of Intent' of May 28th, 1970, as per agreement during our 1970 negotiations.

If an employee is unable to complete his or her shift as a result of an injury, a visit to the hospital or doctor as a result of an injury arising out of his employment, the Company will pay the base rate for any lost time for the balance of the shift providing the employee is unable to return to work that day.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

March 27th, 1974

Notwithstanding the conditions of eligibility in Section 42 and 44 wherein employees are required to have attained six (6) months seniority to be eligible under the "Post and Bid" and "Transfer" procedure, the Company will consider transfer requests from employees if they have attained seniority, that is, if they have completed their probationary period, provided they meet the conditions established in Paragraph 43.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

April 7th, 1978

Pursuant to our meeting in the Company Conference Room on July 11th, 1972, this letter will confirm the Company's acceptance of the Union proposal re clarification of bidding in our "Post and Bid" system for the life of the present Collective Agreement expiring May 15th, 1975, namely:

- (1) Labour classification in Labour Grade 2 and B-2 may bid for jobs in Labour Grades 1, 3 and 5.
- (2) Labour classification in Labour Grade 4 and C-4 may bid for jobs in Labour Grades 1, 3, 5 and 7.
- (3) Labour Grades 1 and 5 are subject to the wording in the current Collective Agreement.
- (4) All other Labour Grades may bid on any or all jobs posted.

This Letter of Intent has been modified in accordance with an agreement reached at the negotiation meeting of April 5th, 1978, at the Sheridan Inn, namely:

- (1) Labour Grade 2 employees may bid for openings in Set-up Industrial Hose, Labour Grade 6, if such a transfer would improve his overall earnings.

(2) Labour Grade C-4 may bid for openings in D-8.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

January 24th, 1977

As per our Labour Management meeting January 19th, with regard to paragraph 42E of the Collective Agreement, should a successful bidder disqualify himself before being placed on the job, the Company will, subject to the conditions of paragraph 42, consider the other bids, if any, made with respect to the posting.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

May 16th, 1978

With respect to our meeting in the Personnel Office May 16th, 1978, the following is agreed to:

Hose Assembly operators will be paid twenty-five percent (25%) on top of their base rate in cases of machine breakdown provided they continue performing part of the assembly procedure and such hose assemblies cannot be completed due to equipment breakdown by the end of the shift.

It is further understood that the employees assigned to completing the assembly of such hose will be paid their base rate plus twenty-five percent (25%).

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

August 15th, 1975

This will confirm our renewal of the "Letter of Intent" of May 28th, 1970, as per agreement during our 1975 negotiations.

(1) Set-up men in Departments 13, 14, 15, 20 and 34 will be guaranteed a minimum bonus of fifteen percent (15%).

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

July 10th, 1975

This letter will confirm the understanding between the Union and Company regarding Labour Grade 20 transfers. That employees in classification 'operate only' Labour Grade 20 will be paid at the corresponding rate for Labour Grade 10 when temporarily assigned to a Grade 10 operation. Where seniority is twelve (12) months or more they shall be paid the top of the Grade 10 rate for such temporary assignments.

Should an employee in Labour Grade 20 receive a permanent transfer to Labour Grade 10 they shall then be required to start at the bottom of the rate, or the 60 day rate, whichever is applicable.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

July 9th, 1984

During our 1984 negotiations the Company and the Union discussed production standards. The Company reaffirmed the desire for employees to have an opportunity to earn incentive and the need for job standards to be accurate and fair to both the employee and the Company.

To ensure this fairness, the Company will undertake a study of the existing production standards using recognized time study engineering principles and the procedure outlined in clauses 57 to 62 of the Collective Agreement.

The parties agree to establish an incentive committee to discuss the findings of such a study but the

results of the study and rates will not come into effect except as agreed by the incentive committee. The committee shall be comprised of one Union and one Company time study person as well as appropriate representation from the Company and the department to be reviewed. It is understood that any changes resulting from these studies will be for the purpose of improving efficiency and will not adversely effect wages.

Time study training course for a Union representative will be provided.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

November 16th, 1981

It is agreed that employees from the plant may bid for openings in the warehouse and vice versa based on their total Company seniority. It is understood however that the separate seniority lists of the Company and warehouse will apply for layoff purposes.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

TECHNOLOGICAL CHANGE

During our 1984 negotiations the Company and the Union discussed technological change and the potential effect on employment.

It is understood that technological change to maintain the "state of the art" is desirable and necessary in order to improve productivity and remain competitive.

The Company will notify the Union as far in advance as possible on any decision to apply technology, automation or mechanization which may substantially change the method of operations.

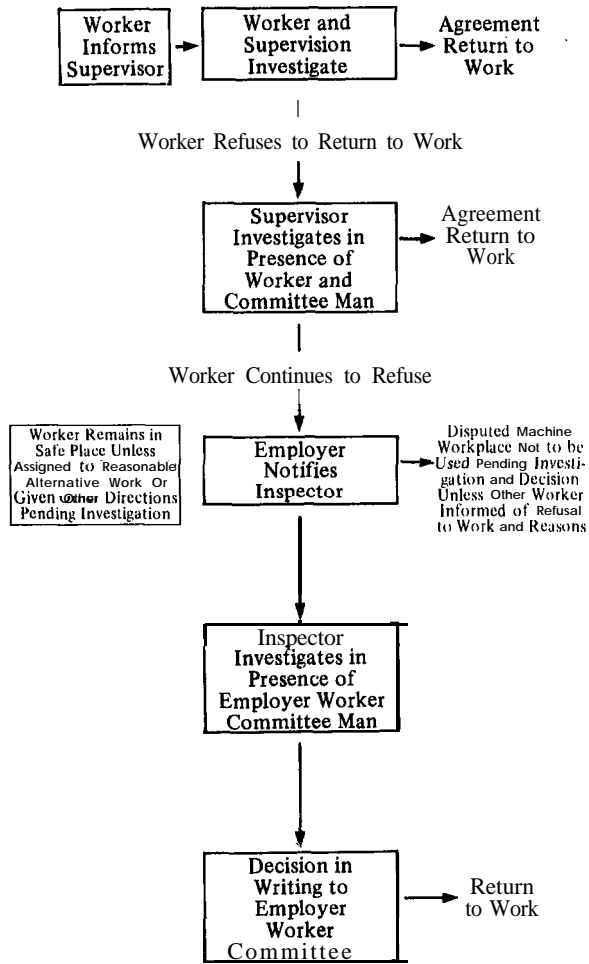
Whenever such changes impact production

standards clause/article 57 of the Collective Agreement will apply.

The Company will make the necessary training available where practical for those employees effected who require training to do the job. This training may be conducted off site as necessary, however, it will be conducted in-plant during regular working hours where practicable.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

BILL 70 – Right to Refuse



HAYES-DANA INC. — WEATHERHEAD PRODUCTS, LABOUR GRADES AND RANGES
MAY 16th, 1984 to MAY 15th, 1985
SCHEDULE "A"

DAY WORK	START	60 WORK DAYS	5 MONTHS	TOP 12 MONTHS
Grade 1	\$8.93	\$9.00	\$9.07	\$9.14
Tool Maker				
Electrician				
Grade 3	8.83	8.90	8.97	9.04
Machine Repair				
Tool Room Grinder				
Turret Lathe - Set-up				
Grade 5	8.65	8.71	8.78	8.85
Lathe Hand — Tool Room				
Milling Machine Operator — Tool Room				
Grade 7	7.43	7.48	7.53	7.59
Tool Gauge Inspector				
Lab Technician				
Tool Room Grinder (Trainee)				
Plant Maintenance Mechanic				
Machine Repair (Trainee)				
Grade 9	7.33	7.38	7.43	7.49
Lathe Hand (Trainee)				
Milling Machine Operator (Tool Room) (Trainee)				
Grade 11	7.24	7.29	7.34	7.40
Plant Maintenance				
Floor Inspector				
Truck Driver				
Shipper				
Receiver				
Shipper Receiver (Warehouseman)				
Hose Inspector				
Chip Remover				
Grade 13	7.20	7.24	7.28	7.32
Grade 15	7.13	7.17	7.21	7.25
Material Control				
Grade 17	7.08	7.11	7.15	7.19
Tool Crib				
Inspector — 2nd Operation			TOP 5 MONTHS	
Grade 19	7.02	7.08	7.14	
Plater				
Clerk — Shipping				
Warehouse Hose Assembler				
Grade 21	6.96	7.02	7.08	
Stockkeeper				
Grade 23	6.91	6.97	7.03	
Material Handler				
Wash and Weigh				
Riddler				
Warehouseman				
Material Handler Inspector				
Grade 25	6.86	6.92	6.98	
Labour				
Bench Inspector Special Parts				
Grade 27	6.80	6.86	6.92	
Bench Inspector				
Package Assembler		20 DAYS	40 DAYS	
Automatic Trainees	6.90	7.15	7.40	
Tool Room Trainees				
Mach. Repair Trainees				

will begin with a three month trial period at the rate of \$6.90 per hour before being moved into a Trainee Labour Grade.

DEC 13 1984

Leadhand classifications will be 10 cents per hour above the top of the rate.
Special classifications may be used for temporary periods for trial or training.
When used, employee will be placed in a labour grade by mutual agreement.
Inventory Material Handler — \$7.03 per hour
Inventory Tag Writer — \$6.92 per hour
Employees required to have certificate of-qualification — 50 cents per hour on top of their rate.
Certified Machine Repair & Tool Makers — 25 cents per hour on top of their rate.

325 5 018 04

HAYES-DANA INC. — WEATHERHEAD PRODUCTS, LABOUR GRADES AND RANGES
MAY 16th, 1984 to MAY 15th, 1985
SCHEDULE "A"

INCENTIVE	START	60 WORK DAYS	TOP	
			5 MONTHS	12 MONTHS
Grade 2	\$5.86	\$5.91	\$5.96	\$6.02
Set-up "A" 2nd Operation				
Set-up Kingsbury				
Grade 4	5.77	5.82	5.87	5.93
Set-up & Operate Turret Lathe				
Set-up & Operate Centerless Grinder				
Grade 5	5.67	5.72	5.77	5.83
Set-up & Oper. Coiler & Wire Straightener				
Set-up & Operate 2nd Operation				
Set-up Ind. Hose				
Set-up Controls				
Set-up Hose and Tube				
Sat-up & Operate Kingsbury				
Grade 8	5.64	5.68	5.72	5.76
Saw Operator				
Spot Weld				
Set-up & Operate Hose & Tube				
Operate & Adjust Turret Lathe				
Set-up & Operate Controls				
Grade 10	5.57	5.61	5.65	5.67
Operate & Adjust - 2nd Operation				
Operate & Adjust - Kingsbury				
Grade 12	5.53	5.56	5.59	5.63
Tube Bender				
Operate & Adjust Hose				
Operate & Adjust Controls				
Operate only - Turret Lathe				
Operate - Brazing Furnace				

Grade	START	60 WORK DAYS	TOP	
			5 MONTHS	12 MONTHS
Grade 14	\$5.38	\$5.45	\$5.52	
Grade 16	5.29	5.36	5.43	
Grade 18	5.21	5.28	5.35	
Grade 20	5.17	5.22	5.27	
Assembler — Hose, Choke & Bench Operate only				

Grade	START	60 WORK DAYS	TOP	
			5 MONTHS	12 MONTHS
Grade A - 3	\$6.83	\$6.90	\$6.97	\$7.04
A.S.M. Set-up				
Grade B-2	6.66	6.73	6.79	6.86
set-up & operate				
Acme, New Britain				
Grade C - 4	6.55	6.62	6.68	6.75
Set-up & Operate				
Davenport				
Wickman				
Brown & Sharpe				
Grade D - 5	6.39	6.44	6.49	6.54
Operate & Adjust Screw Machine				
Grade E - 12	6.25	6.29	6.33	6.36
Operate only Screw Machine				

All incentive rates include an 85 cent tack on, on which incentive is not made.

Wages

HAYES-DANA INC. — THE WEATHERHEAD DIVISION, LABOUR GRADES AND RANGES
 MAY 16th, 1983 to May 15th, 1984
 SCHEDULE "A"

DAY WORK	START	60 WORK	DAYS 5 MONTHS	TOP 12 MONTHS
Grade 1 Tool Room Electrician	\$8.58	\$8.65	\$8.72	\$8.79
Grade 3 Machine Repair Tool Room Grinder Turret Lathe -Set-up	8.48	8.55	8.62	8.69
Grade 5 Lathe Hand-Tool Room Milling Machine Operator-Tool Room	8.30	8.36	8.43	8.50
Grade 7 Tool Gauge Inspector Lab Technician Tool Room Grinder (Trainee) Plant Maintenance Mechanic Machine Repair (Trainee)	7.23	7.28	7.33	7.39
Grade 9 Lathe Hand (Trainee) Milling Machine Operator (Tool Room) (Trainee)	7.13	7.18	7.23	7.29
Grade 11 Plant Maintenance Floor Inspector Truck Driver Hose Inspector Chip Remover	7.04	7.09	7.14	7.20
Grade 13	7.00	7.04	7.08	7.12
Grade 15 Material Control	6.93	6.97	7.01	7.05
Grade 17 Tool Crib Inspector — 2nd Operation	6.88	6.91	6.95	6.99
Grade 19 Plater Shipper Clerk -Shipping Receiver Shipper Receiver (Warehouseman) Warehouse Hose Assembler	\$6.82	\$6.88	TOP 5 MONTHS \$6.94	
Grade 21 Stockkeeper	6.76	6.82	6.88	
Grade 23 Material Handler Wash and Weigh Riddler Warehouseman Material Handler Inspector	6.71	6.77	6.83	
Grade 25 Labour Bench Inspector Special Parts	6.66	6.72	6.78	
Grade 27 Bench Inspector Package Assembler	6.60	6.66	6.72	
Automatic Trainees Tool Room Trainees Mach. Repair Trainees	6.70	6.95	7.20	

will begin with a three month trial period at the rate of \$6.70 per hour before being moved into a Trainee Labour Grade.

Leadhand classifications will be 10 cents per hour above the top of the rate.

Special classifications may be used for temporary periods for trial or training.

When used, employee will be placed in a labour grade by mutual agreement.

Inventory Material Handler — \$6.83 per hour

Inventory Tag Writer — \$6.72 per hour

Employees required to have certificate of qualification — 50 cents per hour on top of their rate.

Certified Machine Repair & Tool Makers — 25 cents per hour on top of their rate.

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HAYES-DANA INC. — THE WEATHERHEAD DIVISION, LABOUR GRADES AND RANGES
MAY 16th, 1983 to May 15th, 1984
SCHEDULE "A"

INCENTIVE	START	60 WORK DAYS	6 MONTHS	TOP MONTHS
Grade 2	\$5.66	\$5.71	\$5.76	\$5.82
Set-up "A" 2nd Operation				
Set-up Kingsbury				
Grade 4	5.57	5.62	5.67	5.73
Set-up & Operate Turret Lathe				
Set-up & Operate Centerless Grinder				
Grade 6	5.47	5.52	5.57	5.63
Set-up & Oper. Coiler & Wire Straightener				
Set-up & Operate 2nd Operation				
Set-up Ind. Hose				
set-up Controls				
Set-up Hose and Tube				
Set-up & Operate Kingsbury				
Grade 8	5.44	5.48	5.52	5.56
Saw operator				
Spot Weld				
Set-up & Operate Hose & Tube				
Operate & Adjust Turret Lathe				
set-up & operate Controls				
Grade 10	5.37	5.41	5.45	5.49
Operate & Adjust - 2nd Operation				
Operate & Adjust Kingsbury				
Grade 12	5.33	5.36	5.39	5.43
Tube Bender				
Operate & Adjust Hose				
Operate & Adjust Controls				
Operate only -Turret Lathe				
Operate Brazing Furnace				

	START	60 WORK DAYS	6 MONTHS	TOP MONTHS
Grade 14	\$5.18	\$5.25	\$5.32	
Grade 16	5.09	5.16	5.23	
Grade 18	5.01	5.08	5.15	
Grade 20	4.97	5.02	5.07	
Assembler — Hose, Choke & Bench Operate only				

	START	60 WORK DAYS	6 MONTHS	12 MONTHS
Grade A - 3	\$6.63	\$6.70	\$6.77	\$6.84
A.S.M Set-up				
Grade B-2	6.46	6.53	6.59	6.66
Set-up & Operate				
Acme, New Britain				
Grade C 4	6.35	6.42	6.48	6.55
Set-up & operate				
Davenport				
Wickman				
Brown & Sharpe				
Grade D - 8	6.19	6.24	6.29	6.34
Operate & Adjust Screw Machine				
Grade E - 12	6.05	6.09	6.13	6.16
Operate only Screw Machine				

All incentive rates include a 65 cent tack on, on which incentive is not made.