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-and-

**NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
CANADA, C.A.W., and ITS LOCAL 195**

dated the 30th day of September, 1989.

0169903

**COLLECTIVE  
AGREEMENT**

between

**CENTRAL STAMPINGS LIMITED**

and

**LOCAL 195  
NATIONAL UNION, UNITED AUTOMOBILE  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF CANADA C.A.W.**

**SEPTEMBER 30, 1989**

**Any dispute arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement will prevail over the printed words in this booklet.**

**SEP 23 1989**

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# COLLECTIVE AGREEMENT

dated the 30th day of September, 1989.

BETWEEN:

CENTRAL STAMPINGS LIMITED,  
hereinafter called the Company,

- and -

NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS  
OF CANADA, C.A.W., and ITS LOCAL 195  
hereinafter called the Union.

## ARTICLE 1 • PURPOSE

- 1.01 It is the intent **and** purpose of the **parties** to this Agreement, which has been negotiated and entered into in good faith:
- (a) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - (b) to recognize mutually the respective rights and functions of the parties hereto;

- (c) to establish an orderly system for the promotion, demotion, transfer, lay-off and recall of employees;
- (d) to establish a prompt, just and equitable procedure for the disposition of grievances;
- (e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Union, the Company, and the employees which will be conducive to their mutual well-being.

## ARTICLE II - RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Company in all its plants, in the bargaining unit as defined in the Certificate Issued by the Ontario Labour Relations Board dated August 12th, 1977, that is all employees of Central Stampings Limited at Windsor, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation period.

- 2.03 (a) The Union recognizes the right of the Company to hire, assign work, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- (b) The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely the responsibility of the Company saving as hereinafter provided, The Company shall also have the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (c) The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
- 2.04 The Company shall not sub-contract work normally performed by members of the bargaining unit if as the result of such subcontracting members of the bargaining unit are laid off, or reduced in classification, or reduce the employee's regular work week as defined in Article 8.01.



**2.05** The Company agrees that foremen, supervisors, and other employees who are **excluded from the bargaining unit** will not perform the normal work of members of the bargaining unit except:

- (a) in case of emergency, including sudden breakdowns which require emergency repair of machinery or equipment, **and in case of the casual absence of an employee during that employee's shift;**
- (b) For the purpose of **instructing or training** of employees in the bargaining unit:
- (c) When the Union is **notified prior to work to be performed in the necessary repair of equipment and machinery** and no one else qualified is willing to do the work, or for the purpose of **checking workmanship, quality of product or operational problems of equipment.** An employee normally engaged in the work **being performed** shall be working with the foreman or **supervisor.**

Management personnel shall not do any work **if** it means that existing employees will be laid off, **or** if it means a **reduction in their working hours including overtime.**

- 2.06 The Union agrees that Local 195, National Automobile, Aerospace and Agricultural implement Workers of Canada (C.A.W.) (hereinafter referred to as the "Local") is a branch thereof, chartered by and in good standing with it and acknowledges its responsibility to the Company for acts of the Local, its officers, agents and representatives, pertaining to this Agreement or breach thereof as fully as though such acts were its own acts. The Union represents that the membership of said Local has fully ratified this Agreement and authorized its execution by the Union.

### ARTICLE III- UNION REPRESENTATION

- 3.00 The Company and the Union agree that there will be no discrimination against any employee because of race, sex, religion, national origin, sexual orientation, or because of membership or position in the Union.
- 3.01 The Union may appoint and the Company shall recognize a plant committee, one of whom will be the Plant Chairman. The Plant Committee shall be composed of three (3) committeemen on the day shift, one of whom shall be the Plant Chairman and another shall be the Vice-Chairman. The Committee shall also consist of one committeeman on the afternoon shift and one committeeman on the midnight shift, such committeeman to function and be recognized by the Company during the time that such shifts are operating. There will be two committeemen when the afternoon shift or midnight shift individually have more than fifty (50) bargaining unit members working per shift.

In the event there are two(2) committeemen on afternoons and midnights. the Union may appoint two(2) alternate committeemen for shift balance rotation purposes who will only be recognized when they are working as part of the two(2) committeemen on either the afternoon or midnight shift.

The Company will recognize two(2) members of the Plant Committee on each shift when operating on a three(3) shift basis, when each shift has more than fifty(50) bargaining unit employees working.

In the event that a committeeman is absent from the plant the Union may appoint and the Company will recognize an employee designated as an alternate committeeman who will act only during the period of absence of the regular committeeman. The Company will provide a Union Office in the Plant with a desk, chairs, filing cabinet, and telephone.

- 3.02** Each committeeman at the time of his appointment shall be permanently domiciled in Canada and shall have at least three months' seniority with the Company. The Union shall notify the Company in writing from time to time, of the names of the committeemen, the respective dates of their appointment, the names if any of those former committeemen who are being replaced or discontinued and of the name of the chairman of the committee.

- 3.03 (a) It is understood and agreed that committeemen as well as other employees have regular duties to perform. Committeemen, with the approval of the foremen of the department where they are respectively employed (such approval shall not be unjustly withheld) shall be permitted during their working hours without loss of time or pay to leave their regular duties for a reasonable length of time to adjust and present grievances subject to a maximum absence from their regular duties of two hours within the hours comprising one working day, and a further limitation on such time of three hours in any two consecutive days in any one calendar week. Whenever, in the opinion of the foreman concerned, more than a reasonable period of time shall have been taken by a committeeman to accomplish such adjustments and presentation, the foreman of the department to which the committeeman is attached shall decline to approve payment to such committeeman for such excess time.
- (b) (1) The Plant Chairman shall be allowed 8 hours per day with no loss of pay if the active employment at the plant exceeds 200 bargaining unit employees. In the event the active employment is below 200 bargaining unit employees the above 8 hours shall be reduced to 4 hours per day.

- (2) The Vice-Chairman shall be allowed in addition to the time limits outlined in 3.03 (a) above an additional 2 hours per day for the purpose of administering this agreement providing the active employment at the plant exceeds 200 bargaining unit employees.

The Vice-Chairman will also be allowed to attend Workers Compensation hearings or meetings scheduled with the Board. Such time to be part of the allowance indicated above. Prior notice to the Company will be required before leaving the plant.

- (c) The Plant Chairman shall be allowed to attend funerals of deceased union members or retirees, covered by this agreement, without loss of pay provided he brings proof of attending the funeral, to a maximum of six (6) hours plant paid time in any calendar month.

3.04 During negotiations for renewal of this collective agreement the Company will pay the negotiating committee of not more than three (3) employees at straight time hourly rates including C.O.L.A. for the time spent in negotiations with the Company up to the date upon which a strike occurs at the Company's plant. Such time will include four (4) working days for the preparation of Union proposals, provided prior written notice is received by the Company of such dates.

The Negotiating Committee will be increased to not more than four (4) employees with respect to this clause when the active employment at the plant exceeds three hundred and fifty (350) bargaining unit employees.

## ARTICLE IV - STRIKES AND LOCKOUTS

- 4.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. "Strikes" and "lockouts" shall have the meanings set out in the Labour Relations Act of Ontario.

## ARTICLE V - SENIORITY

- 5.01 Upon completion of fifty-eight (58) scheduled days worked within any period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority list. Employees shall be considered probationary employees until they have become eligible for the seniority list as above provided, and probationary employees shall not have seniority rights or access to grievance procedure upon being discharged or laid off by the Company.

- 5.02 Employees' names shall appear on the seniority lists in the order of their respective dates of hiring. The seniority date of any employee placed on the seniority list after fifty-eight (58) working days intermittent employment within any period of twelve (12) consecutive months shall be considered to be the employee's date of hire.

Employees hired on the same date after September 30, 1989, shall appear in order of their clock number sequence.

## ARTICLE VI - UNION SECURITY

- 6.01 As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of the agreement and all new employees covered by this agreement shall become and remain members of the Union within seven (7) calendar days of their employment.

- 6.02** During the life of this agreement, the Company for the convenience of the Union and its members will deduct from the earnings of each employee covered by this agreement, Union initiation fees and dues laid down by the Constitution and By-laws of the Union. On the last Friday of each calendar month the Company shall remit by cheque to the Financial Secretary of Local 195 the total of the deductions made. The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing deductions.
- 6.03** The Company agrees that during the life of the current collective agreement the following policy will be adhered to:
- (i) Total amount of yearly Union dues will appear on the employees T4 slip.
  - (ii) The Company will deduct Union dues from employees collecting S.U.B. or vacation pay.
  - (iii) The Company will indicate the reason next to the employee's name in any month in which a deduction is not made.
  - (iv) The check-off list submitted to the Local Union each month should contain the name of each employee and the amount deducted.
  - (v) A list of employees' names and current addresses and telephone numbers will be sent to the Local Union and Plant Chairman each six (6) months.
  - (vi) The Company will institute a credit union checkoff, provided the credit union and the procedures to be followed for the checkoff and payment to the credit union are mutually agreed upon. Payment to the credit union will be delivered by eleven (11:00) a.m. on Friday, following the pay day.

## ARTICLE VII - WAGES, ETC.

- 7.01 Wage schedules applicable to various job classifications are set forth in **Schedule "A" attached hereto** and made part hereof. Pay day for hourly rated employees covered by this agreement will be Thursdays.
- 7.02 The Company may establish additional classifications, and rates for such classifications will be subject to negotiations between the Company and the Union; if the parties cannot agree to a rate the Company will set the rate and advise the Union in writing. The Union may refer the matter to arbitration within fifteen (15) days after the Company has advised the Union in writing of the rate. When the final rates are determined, it will go into effect from the date the classification was established.
- 7.03 The Company agrees to pay four (4) hours of wages in the event that an employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control. This provision shall not apply when such prevention is due to a labour dispute, fire, flood, or other cause beyond the control of the Company.

## ARTICLE VIII - HOURS OF WORK AND OVERTIME

- 8.01 The regular work week shall consist of forty (40) hours, five (5) days per week, Monday to Friday, inclusive, together with a daily half-hour unpaid lunch period.
- 8.01 (a) If the Company should find it necessary to work a third shift, that this shift only will work on a **straight eight (8) hour** schedule. This schedule will include a **twenty (20) minute** paid lunch, **two (2) ten (10) minute** rest periods and no wash-up time.



- 8.02 Employees who are required to perform work in excess of eight (8) hours per day shall be paid at the **rate of one and one-half (1.5) times the regular rate for the first four (4) hours in excess of eight (8) hours and the rate of two (2) times the regular rate of pay for all hours in excess of twelve (12) hours.**
- 8.03 Employees who **are** required to perform work on **Saturday, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the first ten (10) hours and two (2) times the regular rate of pay after ten (10) hours.**
- 8.04 Employees who are required to perform work on Sunday be paid at the rate of two (2) times the regular rate of pay for such hours. The one hour period from **11:00 p.m. until 12:00 midnight Sunday shall not be considered premium time so long as it is part of an employee's regular shift.**
- 8.05 Employees who have completed their regular shift and have left the Company's premises and are "called back" the same day, shall be **paid at overtime rates in accordance with the foregoing articles, and shall receive a minimum of four (4) hours pay.**
- 8.06 The Company shall keep a record of overtime hours worked, refused and assigned and shall make the same available to the Union when requested. For the purposes of distributing overtime when an employee refuses to work overtime or fails to report for work after having accepted an overtime assignment such employee shall have his time counted as having worked so far as the distribution of overtime is concerned.

If an employee has finished his shift, left work and is contacted later for overtime work, he will not be charged should he refuse. Overtime shall be credited on the basis of the number of hours at straight time, that is, when eight (8) hours overtime is worked or available at time and one-half, the employee shall be credited with eight (8) hours overtime.

Overtime shall be distributed within twenty (20) hour maximum differential in all classifications to provide a measure of balance.

Any imbalance exceeding the twenty (20) hour maximum differential will be brought into balance maximum in the pursuing month, provided selective overtime is being used in that pursuing month. Balancing of overtime will be done within each respective shift.

An employee who elected to work on a steady shift shall be credited with the highest hours in the classification to which he is assigned, every four (4) weeks while on that steady shift.

If employees are absent for any reason for eligible overtime days they will be credited with the applicable hours. All overtime hours will be zeroed as of January 1st, of each year.

If overtime hours are equal then the employee with the highest seniority in the classification will be asked. An employee acquiring seniority or upon entering a classification shall be credited with the average overtime standing in his job Classification at that time.

All overtime shall be voluntary, but in the event of urgent or emergency overtime work for which an insufficient number of employees who are willing and able volunteer, the Union agrees to co-operate with the Company to provide sufficient qualified employees to perform such work.

Any difficulty rotating overtime and the position of employees who repeatedly fail to report to work on regular working days following Saturday overtime work shall be discussed by the Company and the Plant Chairman. Any claim by an employee that he had been denied overtime without just cause, shall be subject to the grievance procedure.

- 8.07** The Company shall give twenty-four (24) hours notice to employees required to work overtime. Notice shall not be required when overtime is due to breakdown of equipment.
- 8.08** Any employee who is available for overtime will be required to identify their availability by inputting their clock number into the overtime system as directed by the Company. Any employee who fails to make such an input will be subject to assignment of hours if they would have been eligible due to the level of their total hours at the time of availability.

#### ARTICLE IX - SHIFT PREMIUM

- 9.01** A shift premium of thirty-five (35) cents per hour effective September 30, 1989, will be paid to employees working a second shift starting at 2:00 P.M. or any time thereafter.

A shift premium of forty (40) cents per hour effective September 30, 1989, will be paid to employees working a third shift starting at 11:00 P.M. or any time thereafter.

Shift premiums will not be a factor in calculating overtime rates but will be added as outlined above to the overtime rate of pay.

The second shift in this Article shall mean the afternoon shift and the third shift shall mean the midnight shift.

- 9.02 Shift premium will not be included in calculating pay for holidays not worked.
- 9.03 The Company agrees to rotate shifts once every two(2) weeks, beginning September 30, 1980. The shift change will be posted by 11:30 A.M. on the Thursday before the shift begins.

#### ARTICLE X - VACATIONS & VACATION PAY

- 10.01 Each employee will receive a vacation with pay calculated as of June 1st of each year in accordance with the following schedule:
- (a) Employees with less than one(1) year of service will receive a sum of Four Percent(4%) of their gross earnings for the twelve month period immediately preceding June 1st of each year.
  - (b) Employees who have completed one(1) years' service but less than five(5) years' service will receive two(2) weeks vacation with pay equal to four(4) percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or eighty(80) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
  - (c) Employees who have completed five(5) years' service but less than ten(10) years' service will receive three(3) weeks vacation with pay equal to six(6) percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or one hundred and twenty(120) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.

- (d) Employees who have ~~ten(10)~~ years but less *than* ~~fifteen(15)~~ years of service will receive ~~four(4)~~ weeks vacation with pay equal to ~~eight(8)~~ percent of their gross earnings for the twelve month ~~period~~ immediately ~~preceeding~~ June 1st of each year ~~or~~ one hundred and sixty(160) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately ~~preceeding~~ June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
- (e) Employees who have ~~fifteen(15)~~ years but less than ~~twenty(20)~~ years of service will receive ~~four(4)~~ weeks vacation with pay equal to ~~ten(10)~~ percent of their gross earnings for the twelve month period immediately ~~preceeding~~ June 1st of each year or one hundred and sixty(160) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately ~~preceeding~~ June 1st in each year, he ~~shall be entitled~~ only ~~to~~ the percentage of his gross earnings.
- (f) Employees who have ~~twenty(20)~~ or more years of service will receive ~~five(5)~~ weeks vacation with pay equal to ~~eleven(11)~~ percent of their gross earnings for the twelve month period immediately ~~preceeding~~ June 1st of each year or two hundred(200) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month ~~period~~ immediately ~~preceeding~~ June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
- (g) Only service with the Company since the last date of hire shall count in calculating an employee's vacation entitlement.

- (h) The gross earnings shall include the previous year's vacation pay.
- (i) The hourly rate to be paid for such vacation in each year shall be calculated at the employee's regular straight time hourly rate in effect on June 1st for that year, together with cost-of-living allowance then in effect.

10.02 Employees may submit requests for vacation periods prior to May 1st of each year. Vacations shall be granted in the Company's discretion at the times requested on the basis of seniority consistent with the Company's requirements, and requests will be answered by May 15th. The Company will post a Vacation Schedule by June 1st.

The Company has the right to schedule vacations in accordance with a shutdown of the plant provided this shutdown falls within the vacation season. In case of a plant shutdown the dates shall be posted in conjunction with the Vacation Schedule. The date of entitlement for vacation purposes shall be June 1st.

Employees requesting vacations prior to May 1st shall receive an answer from the Company within fifteen (15) days of receiving written request.

#### ARTICLE XI - HOLIDAYS

11.01 The Company agrees to pay eight (8) hours pay at an employee's regular straight time hourly rate for all seniority employees, in accordance with Article 11.04, for the following holidays:

## Paid Holidays 1989

Employees' Birthday ..... between **Oct. 1/89** and **Sept. 30/90**  
Thanksgiving Day ..... Monday, October **9, 1989**  
Christmas Day ..... Monday, December **25, 1989**  
Boxing Day ..... Tuesday, December **26, 1989**  
Christmas Float..... Wednesday, December **27, 1989**  
Christmas Float..... Thursday, December **28, 1989**  
Christmas Float..... Friday, December **29, 1989**

## Paid Holidays 1990

Employees' Birthday ..... between **Oct. 1/90** and **Sept. 30/91**  
New Years' Day ..... Monday, January **1, 1990**  
Good Friday ..... Friday, April **13, 1990**  
Easter Monday ..... Monday, April **16, 1990**  
Victoria Day ..... Monday, May **21, 1990**  
Canada Day ..... Monday, July **2, 1990**  
Civic Holiday ..... Monday, August **6, 1990**  
Labour Day ..... Monday, September **3, 1990**  
Thanksgiving Day ..... Monday, October **8, 1990**  
Christmas Float..... Monday, December **24, 1990**  
Christmas Day ..... Tuesday, December **25, 1990**  
Boxing Day ..... Wednesday, December **26, 1990**  
Christmas Float..... Thursday, December **27, 1990**  
Christmas Float..... Friday, December **28, 1990**  
Christmas Float..... Monday, December **31, 1990**

## Paid Holidays 1991

Employees' Birthday.....	between Oct.1/91 and Sept.30/92
New Years' Day .....	Tuesday. January 1, 1991
Good Friday .....	Friday. <b>March 29</b> , 1991
Easter Monday .....	Monday. April 1, 1991
Victoria Day .....	Monday. May 20, 1991
Canada Day .....	Monday. July 1, 1991
Civic Holiday .....	Monday, August 5, 1991
Labour Day .....	Monday. September 2, 1991
Thanksgiving Day .....	Monday. October 14, 1991
Christmas Float.....	Monday. December 23, 1991
Christmas Float.....	Tuesday. December 24, 1991
Christmas Day .....	Wednesday. December 25, 1991
Boxing Day .....	Thursday. December 26, 1991
Christmas Float.....	Friday. December 27, 1991
Christmas Float.....	Monday, December 30, 1991
Christmas Float.....	Tuesday. December 31, 1991

## Paid Holidays 1992

New Years' Day .....	Wednesday. January 1, 1992
Good Friday .....	Friday. April 3, 1992
Easter Monday .....	Monday, April 6, 1992
Victoria Day .....	Monday. May 18, 1992
Canada Day .....	Monday. June 29, 1992
Civic Holiday.....	Monday. August 3, 1992
Labour Day .....	Monday. September 7, 1992

- 11.02 If an employee is required to work on any of the paid holidays set forth in Article 11.01 he shall be paid at the rate of **two(2)** times his regular straight time hourly rate for all hours worked in addition to the holiday pay in accordance **with** Article 11.01.



- 11.03 Should any holidays mentioned under Article 11.01 ~~fall~~ during the vacation period of any employee, he shall be paid for such holiday at the regular rate in addition to his vacation pay.
- 11.04 The provisions outlined in Article 11.01 shall only apply to employees who:
- (a) Have completed their probationary period;
  - (b) Have worked the last regularly scheduled work day immediately ~~preceeding~~ and the first regularly scheduled work day immediately following the holiday unless he ~~is~~ absent on leave or due to a lay-off or sick leave provided that such leave, lay-off or sick leave must have commenced within thirty (30) calendar days of the holidays in question.
- 11.05 For the paid holidays during the Christmas and New Years' period, an employee who is otherwise eligible for holiday pay who ~~misses~~ either one of the qualifying days will lose only one day's pay. If such employee misses both qualifying days, he will lose only ~~two~~ days pay provided he performs some work for the Company in both the work week in which the first qualifying day ~~falls~~ and the work week in which the second qualifying day falls.

11.06 EMPLOYEE BIRTHDAY

If any employee's birthday falls on a Sunday, Monday, Tuesday or Wednesday, the Monday of that week shall be considered his birthday for the purpose of his paid holiday.

If any employee's birthday falls on Thursday, Friday or Saturday, the Friday of that week will be considered his birthday for the purpose of his paid holiday.

In the event that an employee's eligible birthday as determined above is already a contractual paid holiday, or bereavement leave, jury duty leave, crown witness leave, or occurs during his approved vacation, such employee shall have an alternate day off providing authorization is received in advance from the Company.

An employee may request and the Company will grant an employees' eligible birthday on an alternative day provided, the day requested is in the same calendar month as the employee's actual birthday, provided such request is received and granted one (1) week prior to the day requested and the Company can meet its obligations, and not more than fifteen (15) employees are off for any authorized holiday or vacation.

#### 11.07 PAID PERSONAL HOLIDAYS

Employees with one (1) or more years seniority, shall receive two (2) paid personal holiday in in the 1989 contract year, three (3) in 1990 and three (3) in 1991.

Personal days off shall not be taken in the months of July or August unless otherwise authorized by the Company.

Employees shall request in writing on available forms, one (1) calendar week in advance, when possible, for their personal days off.

**A minimum of thirty(30) working days must separate each personal day off.** Employees shall receive only one premium day per contract year for paid personal holidays, premium days will mean Friday, Monday, the day before or after a holiday or holiday weekend.

If the employees requesting a paid personal holiday jeopardize production or maintenance staffing requirements, those applying will be given preference based on seniority and classification scheduling requirements.

Not more than fifteen(15) employees can be off on paid personal holidays on any given day.

Any seniority employees while so employed and having personal days off remaining to their credit shall be paid at their regular hourly rate in lieu of the days off, at the end of each applicable contract year.

If however, there are employees laid-off due to shortage of work, the Company has the ability to The provisions outlined in Article 11.07 shall only apply to employees who have worked the last regular scheduled work day immediately preceding and the first regular scheduled work day immediately following the holiday unless he is absent

- (a) on leave or due to a lay-off or sick leave provided that such leave, lay-off or sick leave must have commenced within thirty(30) calendar days of the holiday in question.

## ARTICLE XII - SENIORITY & LAY-OFFS

- 12.01 Fundamentally rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company.
- 12.02 Seniority lists, the accuracy of which have been agreed to on behalf of the Union in writing, shall be maintained at all times by the Company and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.
- 12.03 Seniority rights and employment shall cease for any employee who:
- (1) voluntarily quits the employ of the Company, which is done in writing whenever possible;
  - (2) is discharged and such discharge be not reversed through the Grievance Procedure;
  - (3) fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
  - (4)
    - (a) Is an employee with less than one year seniority and is laid off for a continuous period of more than twelve (12) months from the date he last performed work;
    - (b) Is an employee with more than one year seniority and is laid off for a period of twenty-four (24) months or a period equal to his seniority at the date when he last performed work for the company, whichever is the greater;

- (5) is absent for ~~three~~(3) consecutive regular working days ~~without~~ advising the Company giving satisfactory reasons;
- (6) fails to return to work within the time limit specified in Article 12.07 when recalled by the Company following a layoff after having received notification by registered mail to his address on record with the Company;
- (7) is gainfully employed on a regular and/or fulltime basis while on a leave of absence;
- (8) is gainfully employed on a regular and/or ~~fulltime~~ basis and when such employment interferes with the performance of the employee's regular duties;
- (9) is an employeewith less than one year seniority and is absent from work due to sickness or accident for a continuous period of more than ~~twelve~~(12) months from the date he last performed work or is an employee with ~~more~~ than one yearseniority and is absent from work due to sickness or accident for a continuous period of ~~twenty-four~~(24) months or a period equal to their seniority at the date when they last performed work for the Company, whichever is greater.

12.04 In case of layoffs, an employee shall be entitled to assert his seniority over another employee having less seniority provided he is able and willing to meet the normal requirements of the work to be performed. Recall to work after layoff shall follow the reverse procedure.

12.05 The Company will give ~~twenty-four~~(24) hours notice of layoff to employees, except in the case of emergency.

- 12.06 Any employee who terminates his employment with the Company will notify the Company of his intention ~~two~~(2) weeks in advance in order to enable the Company to find an adequate replacement.
- 12.07 Any employee laid off and recalled for work must return ~~with~~in three(3) working days when unemployed and ~~with~~in five(5) working days when employed elsewhere after being recalled, or make definite arrangements satisfactory to the Company, to return. The Company shall notify such employees by registered mail to their address on record ~~with~~ the Company. The employee shall be obligated to notify the Company of any change of address and keep a current address on record with the Company at all times.
- 12.08 If it becomes necessary because of shortage of work to transfer employees to other classifications, employees shall be transferred to jobs which they are capable of doing in the reverse order of classification seniority.

If the employees affected are transferred to a lower paid classification, they shall receive the rate of pay in effect for that classification after working five(5) days in said classification. ~~The~~ lower rate shall only be paid when transfer is due to a shortage of work.

If a layoff or reduction in the classification occurs, those employees who are affected will retain recall rights to their former job for a period of twelve(12) months from when they last performed work or a period equal to their seniority at the date they last performed work in the classification for the Company, whichever is greater.

- 12.09 in the event of a layoff which ~~appears~~ to the company unlikely to be of longer duration than ~~three(3)~~ calendar days, reduction in the working force may proceed without regard to ~~seniority~~ provided that no employees shall be laid off under this subparagraph more than ~~two(2)~~ times in any ~~one(1)~~ calendar year. If within said ~~three(3)~~ calendar days it becomes apparent to the Company that the layoff is to exceed that period then as soon as the same becomes apparent to the Company, the layoff shall take place according to seniority.
- 12.10 Notwithstanding his seniority ~~status~~, a committeeman in the event of a layoff or reduction in his classification shall be continued at work in his classification as long as work is available which he is able to do and thereafter, shall be continued at other work in the plant as long as other work is available which he is able to do.
- 12.11 in the event of layoff, the Plant Chairman will be considered to have the highest seniority in the plant followed by the Vice-Chairman and after him the Recording Secretary, provided each is able and willing to do the work available.

#### ARTICLE XIII - PROMOTION & JOB POSTING

- 13.01 If ~~any~~ employee is transferred or promoted to a position not subject to the provisions of this agreement ~~such~~ employee shall cease to accumulate ~~seniority~~ from the date such employee is transferred out of the bargaining unit. In the event ~~that~~ such employee is subsequently transferred back to a position within a period of three (3) months, subject to the provisions of this agreement he shall be credited with the seniority which he held on the date of the transfer out of the bargaining unit. Such employees shall not be transferred back into the bargaining unit if, as a direct result of such transfer, another employee within the bargaining unit is laid off.

- 13.02 When an employee is transferred or promoted to a different classification he shall retain his seniority in his former classification for a period of three (3) months in case he is reinstated in his former classification.
- 13.03 Vacancies in regularly assigned jobs and newly created jobs shall be posted for three (3) working days on Company bulletin boards accessible to all employees. Such bulletins will show the job title, job requirements, range of pay, normal work area, number of jobs vacant and the designated management to whom applications must be directed. Copies of such bulletins shall be forwarded to the Plant Chairman.
- 13.04 In the filling of vacancies and making of promotions within the bargaining unit, the employee with seniority shall be given preference provided he is willing and able to meet the normal requirements of the classification. In case of doubt, an employee shall be given a full ten (10) day trial. This trial period may be extended to a maximum of thirty (30) working days by mutual agreement of the Company and Union.
- 13.05 A posted announcement of the results will be made as soon as possible, and in no case will exceed six (6) working days from the date of posting. Notices of posting announcement results will be made in accordance with the provisions of Article 13.03.
- 13.06 Posted vacancies may be filled temporarily, not exceeding seven (7) working days, and in case of necessity may only be extended by mutual agreement between the Company and the Union.



- 13.07 Employees being transferred, or promoted to a different classification, shall receive the rate of pay of the new classification after ten (10) working days or the training period mutually agreed to by the Company and the Union, in the new classification, except in the provisions outlined in Article 12.08. Employees transferred from Labourer classifications to Press Operator classification are exempt from the ten (10) day trial period.
- 13.08 If an employee successfully fills a posted vacancy he shall not apply for any future Job postings for a period of six (6) months, without mutual consent of the Company and Union.

#### ARTICLE XIV - SOCIAL SECURITY

- 14.01 The Company agrees to contribute the following
- (a) 100% of the premium cost of the OHIP including semi-private and out-of-province coverage for all employees who have completed their probationary period and their eligible dependants.
  - (b) 100% of the premium cost of the Green Shield Dent-A-Care Plan 74 or its equivalent, effective September 30th, 1989, with \$1000.00 orthodontal, increased to \$1300.00 effective September 30th, 1991, based on an ever current O.D.A. Schedule for each employee who has completed one (1) year seniority and their eligible dependants.

The Company will supply the Union with the current ODA schedule for 1989, 1990 and 1991, as available.

- (c) 100% of the premium cost of the Green Shield Apoth-A-Care Plan No. 3P or equivalent with a \$35 payment effective September 30th, 1989 for each employee who has completed his probationary period and their eligible dependants.

- (d) 100% of the premium cost of Sickness-Accident Indemnity Plan having benefits of \$340 per week effective September 30th, 1989 and effective September 30th, 1990 benefits of \$350 per week, and September 30th, 1991 benefits of \$363 per week, for a period of fifty-two(52) weeks, on a first day accident, first day hospitalization and eighth day sickness basis for each employee who has completed one (1) year seniority.
- (e) Effective September 30, 1989 100% of the premium cost of the Life Insurance Plan in the amount of \$20,000.00, effective September 30, 1990 an amount of \$22,000.00, effective September 30, 1991 an amount of \$25,000.00 for each employee who has completed one (1) year seniority together with an Accidental Death and Dismemberment Benefit, effective September 30th, 1989 of \$10,000.00, effective September 30th, 1990, an amount of \$11,000.00, and effective September 30th, 1991, an amount of \$14,000.00 for each employee who has completed one (1) year seniority.
- (9) Effective September 30th, 1989, Life Insurance Coverage for retired employees of \$4,000.00 free Life Insurance.
- (g) 100% of the premium cost of the Green Shield Vision Care Plan No. 7, every 24 months, \$100.00 Plan effective September 30th, 1989 and increased to \$120.00 Plan effective September 30th, 1990 or its equivalent for each employee who has completed one (1) year seniority and their eligible dependants.

100% of the premium cost of the Green Shield Extended Health Care Plan T-4 with Medex, no deductible or it's equivalent, effective September 30, 1989 for each employee who has completed one(1) year seniority and their eligible dependents.

- (h) 100% of the premium **cost** of the Green Shield Nursing Home Plan **N-1** or its equivalent, **effective** September 30, 1989 for each employee who has completed **one(1)** year seniority and their eligible dependents.

100% of the premium **cost** of the Green Shield Audio Plan **H-1** or its equivalent, **effective** September 30, 1989 for each employee who has completed **one(1)** year seniority and their eligible dependents.

- 14.02 in the event of any **Interruption** of work for any reason, other **than** sickness or accident, the **Company agrees to continue to pay the premium of the insurances outlined in Article 14.01 (a) (b) (c) (e) (g) (h)** for a period of **two (2)** months.
- 14.03 In the event of sickness or accident, the **Company agrees to continue to pay the premium of the Insurances outlined in Article 14.01** for each employee **who** has completed one (1) year seniority for a period of **fifty-two (52)** weeks **in** case of permanent disability resulting from an **accident** on the Company's premises, the Company **agrees to pay for (a) (b) (c) (e) (g) and (h), as outlined in Article 14.01** for the time of the disability.

## L.T.D.

14.04 A Long Term Disability plan will be established for employees who have completed one (1) year seniority to age 65 or applies for and receives company retirement benefit, commencing on or after September 30th, 1989 providing a disability benefit of \$533.00 per month. Such benefit to commence after receipt of fifty-two (52) weeks of S&A benefit or exhaustion of temporary total Workers' Compensation benefits. An eligible employee for this benefit must be totally and permanently disabled from performing his regular job and must be unable to perform any and every duty of an occupation that the employee may be suited by experience, training or education. Employees qualifying for L.T.D. with more than one (1) year's seniority shall have the Insurances outlined in 14.03 continued In force for not less than fifty-two (52) weeks.

Employees qualifying for L.T.D. shall be covered by the Life Insurances as stated in this agreement until they reach the age of sixty-five (65) or qualifying for company retirement plan.

LTD benefit levels to increase to the following:

Effective September 30, 1990 - **\$633.00**

Effective September 30, 1991 - **\$733.00**

Such benefits shall be unreduced by any monies received from Canada Pension Plan or any other sources of benefit or income.

The Company and the Union agree that the Plant Chairman will during the time allowed to him for Union Business co-operate with the Company in the administration and the processing of pending benefit claims to ensure the proper use of such benefit plans.

## ARTICLE XV - SAFETY & HEALTH

15.01 The Company and the Union agree to maintain the highest standard of safety, health, sanitation and working conditions in and around the Company's premises. The Company will make every effort to comply in a timely manner with all legislation pertaining to Occupational Health and Safety. These standards shall be enforced in the following manner:

- (a) The Safety Committee shall be composed of three (3) members appointed by the Company and three (3) members elected or appointed by the Union. One of the elected members by the union will be on steady day shift provided there is work in his classification that the employee is able and willing to perform. The Safety Committee shall annually elect from amongst themselves a chairman and a secretary.
- (b) The Safety Committee shall schedule monthly meetings to discuss plant safety, and during such meeting the Committee shall review all accident reports for the previous month and make recommendations to correct any unsafe acts or conditions.
- (c) In case of malfunctioning of any equipment which poses an immediate danger to the employee(s), the Safety Committee is, after a discussion with the Company and the Plant Chairman, empowered to suspend the operation of the part of the operation in question. A Safety Committee man will be allowed off his job as soon as possible and in no instance to exceed twenty-five (25) minutes to ascertain the above complaints. No employee will be disciplined while he is in compliance with the Occupation Health and Safety Act.
- (d) The Company agrees that a monthly tour of the plant will be conducted by two (2) members of the Safety Committee, one (1) representing the Union and one (1) representing the Company.

- (e) The recommendations and regulations of the Safety Committee shall be implemented by the Company within a reasonable length of time set by the Safety Committee, provided that such recommendations are consistent with government standards. A majority decision of the Safety Committee is required for such regulations.
- (9) Any hourly rated employee falling within the bargaining unit is eligible to serve on the Safety Committee. Decisions of the Safety Committee shall be submitted in writing to the Company and the Plant Chairman. Employees of the bargaining unit will be paid at their regular hourly rates for the time spent during regular working hours while attending meetings of the Safety Committee that are conducted on the Company's premises and with the Company's approval.
- (g) Employees receiving a written safety warning must have such warning witnessed by a member of the Safety Committee and a Committeeman. Members on the Safety Committee are not exempt from receiving these warnings.

15.02 The employees will be held responsible for the safety and sanitary conditions of the lunchroom. Should the sanitary conditions be of such a nature that they are detrimental to the health and welfare of other employees, the Company shall have the right to reprimand the employee(s) that are responsible.

15.03 The Company has the right to formulate and publish from time to time rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment or clothing is issued to employees.

Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Before publishing and enforcing the above, the Company shall submit the same to the Safety Committee for their approval except in the case where rules and regulations are consistent with government standards. A copy of rules and regulations shall be given to the Plant Chairman.

The Company realizes the necessity to educate all employees in safe and healthy work practices. The Company will provide such training as it feels necessary for an employee to work in a safe manner and will advise the Safety Committee of such training.

- 15.04 (a) The wearing of safety glasses and safety shoes is compulsory throughout the plant and this rule is a condition of employment and will include all management personnel normally working for the company in the plant.
- (b) The Company will participate in the purchase of the first pair of approved prescription safety glasses that conform with CSA Industrial Safety Glasses Standards to the extent of fifty (\$50.00) dollars per pair.

The Company shall repair, or cause to be repaired without cost to the employee, approved prescription safety glasses that are accidentally damaged during the course of his employment. Replacement will not be made for breakage due to personal negligence or carelessness.

The Company will provide non-prescription safety glasses for all employees and will repair, or cause to be repaired without cost to the employee, any safety glasses that are accidentally damaged during the course of employment. Replacement will not be made for breakage due to personal negligence or carelessness.

The Company will also participate to the extent of fifty (\$50.00) dollars where a new prescription for industrial safety glasses is required. There will be no duplication of payment.

- 15.05 The Company will pay, at the end of each calendar year, to all employee who have worked five hundred (500) hours during the year, with one (1) or more years of seniority, the sum of seventy-five (\$75.00) dollars, as an allowance for the purchase of safety shoes.

#### ARTICLE XVI - First Aid & Injury Allowance

- 16.01 Employees who have qualified for a Standard First Aid Certificate and are appointed by the Company, will receive fifteen (15) cents per hour in addition to their rate for the duration of their appointment. The Company shall be responsible to schedule two (2) qualified First Aid Certificate holders on the Company's premises during any shift with more than fifty (50) hourly rated employees covered by this agreement and one (1) during any other shift.

- 16.02 If an employee is injured on the job, he shall be paid for the balance of the shift on which the injury occurred. If, as a result of such injury, the employee is sent home, to an outside hospital or to a clinic, the Company shall make transportation available for such injured employee.

If the injured employees is sent home from a hospital or clinic by the presiding doctor, the Company shall pay for transportation or supply the same.

- 16.03 In the event that the Company has in it's employment a Nurse, Clause 16.01 will not apply during the hours of the nurses' presence.



## ARTICLE XVII - REST PERIODS & WASHUP TIME

- 17.01 There shall be two(2) rest periods (coffee breaks) with pay of ten(10) minutes duration each, daily, one during the first half of the shift and one during the second half.
- 17.02 The employees shall be entitled to a five(5) minute washup period before lunch and before the end of their shift. This article is not to be construed to mean that employees can "line up" before the termination of their shift.
- 17.03 If employees are required to work overtime, they shall be entitled to a ten(10) minute rest period (coffee break) with pay at the completion of their regular shift.
- 17.04 A ten(10) minute break during the first half of the overtime shift, will be provided if a minimum of four(4) hours overtime is scheduled during a regular work day.

## ARTICLE XVIII - LEAVES OF ABSENCE

- 18.01 Upon application to the Company stating reasons for such request, leave of absence may be granted to any employee for personal reasons, without loss of seniority. Such leave of absence shall not be for employment elsewhere or self-employment.

Employees getting married shall be granted two(2) weeks leave of absence provided written notice is given two(2) months in advance.

- 18.02 The Company will grant leave of absence to not more than two(2) employees at a time for Union business upon written request of a full time officer of Local 195 or Plant Chairman and provided forty-eight(48) hours notice of such leave is received by the Company.

In addition to the above two(2) employees, two(2) employees may be absent on educational leave each six(6) month period for periods of five(5) consecutive work days not more than four(4) times in such six(6) month period. While absent such employees shall continue to accumulate seniority, pension credits and benefits Company paid.

The Company will grant a leave of absence to employees elected or appointed to a full time position in Local 195 C.A.W. or the National Union. An employee under such leave shall have full continuance of seniority but all pay, pension, and benefits shall freeze.

- 18.03 Employees who have completed their probationary period will be granted a leave of absence at their regular straight time hourly rate for Bereavement as listed.

In the event of death in an employee's family, he shall be given three(3) consecutive scheduled working days leave of absence with pay (exclusive of Saturdays, Sundays and Paid Holidays) provided the employee was otherwise scheduled to work.

The employee's family shall be inclusive of mother, father, sister, brother, spouse or common-law spouse, children, step-parents, step-child, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

To qualify for the above bereavement leave with pay the employee must attend the funeral.

In cases where the employee is not able to attend the funeral, he shall be allowed one(1) working day leave of absence with pay if a request for such leave of absence is submitted to the Company prior to the funeral.

Where ~~an~~ employee ~~can~~ not attend the funeral of his father, mother, ~~sister~~, or brother ~~he shall be given three(3)~~ consecutive scheduled ~~working~~ days compassionate leave with pay, if such request is submitted to the Company documenting such death ~~and~~ relationship.

If an employee is ~~otherwise scheduled to work~~ he shall be given one(1) day leave of absence with pay to attend the funeral of his grandchild. To qualify he must attend the funeral.

Sister-in-law shall mean to include the sister ~~of~~ the employee's spouse or ~~the~~ wife of the employee's brother.

Brother-In-law shall mean to include the brother of the employee's spouse or ~~the~~ husband of the employee's sister.

An employee shall not be deemed or considered eligible during any period of vacation, Christmas Holiday Shutdown or while on benefits for total disability from the Workers Compensation Board, Sickness and **Accident** Insurance Plan, or Long Term Disability Benefit.

- 18.04 The employees shall receive, for each day of jury and crown witness duty the difference between the employee's regular straight time hourly rate, and the amount of jury fee received, to a maximum of eight(8) hours per day, provided the employee furnished the Company with a certificate of service signed by the **Clerk** of the Court. showing the amount of jury ~~fee~~ paid, The employee must notify the Company that he has been summoned for jury duty immediately upon receipt of such notice.
- 18.05 An employee convicted ~~of~~ an offence arising out of the operation of a motor vehicle shall be considered on leave of absence for the period of his jail term provided the same does not exceed ninety(90) days.

- 18.06 If an employee with over one(1) year seniority is imprisoned following a conviction for a misdemeanor other than one arising out of the operation of a motor vehicle and if the sentence is for thirty(30) days or less, he shall be considered on a leave of absence for the period of his jail term on a one time only basis.

#### ARTICLE XIX - S.U.B. FUND

- 19.01 As agreed to between the Union and Company, Funding at a \$600.00 base effective September 30, 1989.

#### ARTICLE XX - DISCIPLINARY ACTION

- 20.01 When the conduct or performance of an employee calls for a demerit slip to be issued by the Company, such demerit slip shall be in writing, and a copy of the demerit slip will be delivered immediately to the Plant Chairman. A committeeman shall be present during any disciplinary action.
- 20.02 Demerit slips shall be given to the employee in writing and in the presence of a committeeman. Demerit points and disciplinary action shall be in accordance with the guidelines for breaches of the rules and regulations specified in Schedule "B" attached hereto and made a part hereof.
- 20.03 An employee may be suspended or discharged for just cause by the Company. Within five(5) working days following the suspension or discharge, the employee involved, provided he has completed his probationary period, may, together with his committeeman, interview the Company concerning the reason leading to the suspension or discharge.

If the matter is not settled at the interview, the Company shall give its written decision within three(3) working days after the interview. Within five(5) working days after the Company has given its written decision, the Union may submit the matter as a special grievance, and the Company shall deliver its reply in writing within two(2) working days.

if the Union is not satisfied with the Company's reply, it may submit the special grievance to arbitration provided notice of desire to submit the same to arbitration is given in writing to the Company within two(2) working days of the receipt of the Company's reply. Thereafter the parties shall proceed as provided in Articles 22.03, 22.04 and 22.05.

20.04 When an employee has been dismissed or suspended, he shall be advised that he may interview his committeeman in private for a reasonable length of time before leaving the plant premises.

20.05 When a demerit slip is issued against an employee, such demerit slip will remain against the record of an employee for a period of twelve(12) months, and such demerit slip will then be removed from his record.

When a suspension has been issued against an employee, such suspension will remain against the record of an employee for a period of fifteen(15) months, and such suspension will then be removed from his record.

## ARTICLE XXI - GRIEVANCE PROCEDURE

### 21.01 Step 1:

An employee having a complaint relating to the working conditions under which he is then working shall advise his foreman or supervisor and may request the presence of his committeeman while doing so. Such foreman or supervisor shall arrange for the attendance of the committeeman as soon as possible, and in no instance to exceed fifteen (15) minutes, and such committeeman shall be allowed to talk to the employees involved at the employee's work station to ascertain the complaint.

### 21.02 Step 2:

If the complaint is not settled to the satisfaction of the employee involved, the employee shall submit a grievance to his supervisor in writing on forms supplied by the Company, either directly or through his committeeman. It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated or occurred more than five (5) working days prior to its presentation. The supervisor or the personnel manager shall deal with the grievance and deliver an answer in writing to the committeeman not later than the second working day next following the day upon which he received the grievance.

### 21.03 Step 3:

If the grievance is not settled under Step 2, the committeeman will within three (3) working days of the decision under Step 2, or within five (5) working days of the day the decision under Step 2 should have been given, submit an appeal to the Company. Thereupon the parties shall meet to discuss the grievance within one (1) week after the appeal has been filed.

The Union shall be represented by the Plant Chairman, the committeeman involved in the filing of the grievance and the grievor if he desires to be present. The Company shall give its written decision on the grievance within five(5) working days following the meeting.

21.04 A National Representative or President of Local 195, C.A.W., of the Union may be present and participate in any meetings of the Plant Committee and the Company.

21.05 At no time may an employee or group of employees file a grievance on behalf of another employee.

21.06 A "group grievance" is defined as a single grievance, signed by a committeeman on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing at Step 2. The grievors shall be listed on the grievance form.

21.07 A "policy grievance" is defined as one which involves a question relating to the interpretation, application or administration of this agreement between the Company and the Union.

A policy grievance may be submitted by either party to arbitration under Article XXII bypassing Steps 1, 2, 3. Such policy grievance shall be signed by a committeeman in the case of the Union or by a representative of the Company in the case of the Company.

## ARTICLE XXII -ARBITRATION

- 22.01 If the parties fail to settle the grievance at Step 3 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 22.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) working days after receiving the decision given at Step 3 of the Grievance Procedure.
- 22.03 The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances:
1. Ms. Gail Brent
  2. Mr. G. Brandt
  3. Dean W.B. Rayner
  4. Mr. M. Watters

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, they will be by-passed in favour of the next Arbitrator in numerical order.

- 22.04 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions of this agreement or to deal with any matter not covered by this agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.
- 22.05 The expense of the arbitrator shall be divided equally between the Company and the Union and their respective shares shall be paid by them to the arbitrator.



## ARTICLE XXIII - PENSION PLAN

23.01 The Company and the Union agree to the following amendments to the Pension Plan:

- (a) For those employees retiring on and after September 30, 1989 the plan will provide a benefit of \$17 per month times years of ~~service with~~ a normal retirement at age 65.
- (b) For those employees retiring on ~~and~~ after September 30, 1990 the plan will provide a benefit of \$20 per month times ~~years of service with a~~ normal retirement at age 65.
- (c) For those employees retiring on and after September 30, 1991 the plan will provide a benefit of \$22 per month times years of ~~service~~ with a normal retirement at age 65.
- (d) EARLY RETIREMENT - Early retirement at age 55 with 10 years service with a pension reduced by a percentage equal to one half (1/2) of one percent (1%) multiplied by the number of months by which the employee ~~is~~ less than 65 years of age.
- (e) DISABILITY RETIREMENT ELIGIBILITY - eligibility with ~~ten~~ (10) years service at any age.
- (f) VESTING ELIGIBILITY - To the Pension Benefits Act of Ontario.
- (g) Supplementary Benefits from age 55 to 65 for those retiring on or after September 30, 1989 - \$13 per month times years of ~~service~~, to a maximum 25 years.

Supplementary Benefits from age 55 to 65 for those retiring on or after September 30, 1990 - \$14 per month times years of ~~service~~, to a maximum 25 years.

- (h) Special Supplementary Benefit from age 55 to age 60:
- (1) For those retiring on or after September 30, 1990 - \$2.00 per month times years of service, to a maximum of 25 years.
  - (2) For those retiring on or after September 30, 1991 - \$3.00 per month times years of service, to a maximum of 25 years.
- (i) Present retirees retiring before September 30, 1989 - increase basic benefit by \$1.00 per month times years of service. increase by \$1.00 per month times years of service September 30, 1991.
- (j) The Company will pay 100% of the premium cost of the Social Security Benefits as described and outlined in Article XIV, 14.01 (a),(b),(c),(f).

23.02 Any Post Retirement Benefit increases granted to a retired employee shall be offset against any increases for the same years of service arising by reason of any indexing of the Pension Benefits, resulting from any current or future legislation, regulation or other Government action.

#### ARTICLE XXIV - PAID EDUCATION LEAVE

24.01 The Company agrees to pay quarterly an amount equal to one (1) cent per hour per employee for all compensated hours after the date of ratification to C.A.W. Paid Education Leave Program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0, for the purpose of providing a trust fund for paid education leave.

## ARTICLE XXV - COST-OF-LIVING ALLOWANCE

- 25.01** All employees in the bargaining unit covered by this agreement shall be subject to the following "Cost-of-Living Allowance" formula determined by the Cost-of-Living Allowance as set forth below:
- (a) The Cost-of-Living Allowance base is the Statistics Canada Consumer Price index of 356.5 (1971=100), being the Consumer Price Index for May 1989.
  - (b) Effective with the pay period ending June 30, 1989 the Cost-of-Living Allowance of \$1.31 will be folded into the base rates of all classifications set out in Schedule A and \$1.31 will be deducted from the Cost-of-Living Allowance previously paid leaving .00 per hour float, as agreed to at June 28, 1989.
  - (c) Commencing October 1, 1989 Cost-of-Living Allowance shall be paid on the latest Consumer Price Index then available, being the Consumer Price Index for August 1989 and shall be based on one (1) cent per hour increase for each full 0.3 point increase of the Consumer Price Index over the base of 356.5 for May 1989.
  - (d) Cost-of-Living Allowance adjustments commencing January 1990 will thereafter be made quarterly on the first days of January, April, July and October in each year during the term of this agreement on the latest Consumer Price Index then available on such adjustment date, and shall be based on one (1) cent per hour increase or decrease for each full 0.3 point increase or decrease of the Consumer Price Index.
  - (e) A reduction of the Consumer Price Index below the base of 356.5 shall not provide a basis for reduction of the wage rates set out in Schedule "A".

- (g) Cost-of-Living Allowance In effect at the time shall be paid for all hours worked, and for all hours of pay which an employee receives for paid holidays, vacation pay, bereavement pay, reporting pay, crown witness and jury duty pay under this Agreement.
- (g) No adjustment, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for the Consumer Price Index for any month on the basis which the allowance has been determined.
- (h) The continuance of the Cost-of-Living Allowance shall be contingent upon the availability of the official monthly Consumer Price Index on its present form and calculated on the same basis as the Index published for May 1989, unless otherwise agreed upon by the parties.

#### ARTICLE XXVI - Temporary Part Time Employees

- 26.01 The Company will be permitted to hire additional personnel to fill in for seniority employees who are absent due to the following reasons:
  - (a) Absence due to Sickness & Accident, WCB
  - (b) Paid Personal Holidays
  - (c) Leaves of Absence
  - (d) Birthdays
  - (e) Vacations
- 26.02 Such additional employees shall be classified as Temporary Part Time (TPT) and will not be permitted to gain seniority status, notwithstanding the provisions of Article V.

- 26.03** If a **layoff** occurs, **TPT** employees **will** be the first employees laid off.
- 26.04** **TPT** employees shall **be** required to pay Union Dues and Initiation fees **each** month according to the Union Constitution.
- 26.05** **TPT** employees shall **be** eligible to be paid overtime rates in accordance with the overtime provisions of **the** Collective Agreement.
- 26.07** **TPT** employees shall **only be paid for the periods for which** they work.
- 26.08** **TPT** employees may not work if seniority employees are on layoff.
- 26.09** **TPT** employees will **be** limited in number to that of *the* seniority employees absent from work unless mutually agreed to between the Company and the Union.
- 26.10** **TPT** employees shall **be** the first employees to be sent home if a work shortage occurs.
- 26.11** **TPT** employees shall **be subject to the same conditions of** employment **as** probationary employees, save and except the seniority **provisions**, grievance procedures, social security and wage **provisions** of this Agreement.
- 26.12** **TPT** employees shall receive an hourly rate of **eighty(80%) percent of the base rate per hour and shall be** eligible **for** COLA and shift premium.
- 26.13** **TPT** employees shall **not be eligible to submit a grievance** under the terms of this Agreement.

- 26.14 A TPT employee shall not work more than twelve hundred (1200) hours per calendar year.
- 26.15 A TPT employee will not work overtime until all seniority employees and probationary have been asked to work.
- 26.16 TPT employees may only work to a maximum of twenty-four (24) hours per week with the exception of periods worked as vacation replacement.
- 26.17 If a TPT employee is required to replace an employee other than a Press Operator, they may only be used with mutual consent of the Company and the Union.
- 26.18 The use of TPT employees shall be limited to six (6) months for any individual employee on S&A or WCB.
- 26.19 Seniority has preference prior to any TPT being assigned within the department which he is assigned at the start of the shift. The preference of assignment is at the beginning of the shift only.
- 26.20 When a group of employees are moved to other work during the course of the day, due to line shutdown, seniority employees will be allowed to select their work assignment on the new line over TPT employees being moved to the new available work. There will be no job bumping of employees for any reason while a Job is running.

ARTICLE XXVII - EFFECTIVE DATE AND DURATION

27.01 Subject to the following, the wage rates and classifications set out in Schedule "A" shall be effective from the 30th day of September 1989. Any increase in rates and benefits to employees provided under this settlement apply to employees at work; such increases apply to employees on layoff, leave of absence or on sickness and accident only on their return to work.

27.02 This Agreement shall terminate on September 1992 and for further year unless notice shall be given, by either party of the right to delete, change, or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

CENTRAL STAMPINGS LIMITED

Paul Longay  
Sam Abt

NATIONAL AUTOMOBILE, AEROSPACE AND  
IMPLEMENT WORKERS OF CANADA, C.A.W.

Dick Charleton  
Fred Lamont  
Gerry Logan  
Mike McKeever

**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**

CLASSIFICATION	Effective Sept. 30th 1989	Effective Sept. 30th 1990	Effective Sept. 30th 1991
<b>GROUP I- SKILLED</b>			
Maintenance & Repair			
Class "A" .....	17.57	18.02	18.47
Jitney Repair			
Class "A" .....	17.57	18.02	18.47
<b>GROUP II - SEMI-SKILLED</b>			
Maintenance & Repair			
Class "B" .....	16.52	16.87	17.22
Die Setter .....	16.52	16.87	17.22
<b>GROUP III - OCCUPATIONAL</b>			
Automatic Press .....	16.16	16.50	16.81
Inspector .....	16.06	16.40	16.71
Jitney Driver .....	16.06	16.40	16.71
Seam Welder .....	16.06	16.40	16.71
Press Operator, Production Welder, Checkers, Brazer, Tester, Solderer .....			
Yardman .....	16.01	16.35	16.66
Crane Operator .....	16.01	16.35	16.66
Labourer, Oiler .....	15.96	16.30	16.61
Tractor Trailer Driver .....	15.96	16.30	16.61
Custodian .....	15.96	16.30	16.61



## SCHEDULE "B" RULES AND REGULATIONS

<b>EQUIPMENT</b>	<b>1st Offence</b>	<b>2nd Offence</b>	<b>3rd Offence</b>
Tampering with safety devices	3 days suspension	Discharge	
Breaking or damaging equipment, or double hitter or mislocation	Warning	3 days suspension	Discharge
Abuse or deliberate destruction of the Company's property, tools or equipment	Discharge		
<b>CONDUCT AND BEHAVIOUR</b>			
Use of or possession of narcotics, drinking or possession of alcoholic beverages while on Company Premises	Discharge		
Reporting for work while under the influence of alcohol or narcotics	Discharge		
Theft	Discharge		
Fighting	Discharge		
Gambling	Discharge		
<b>REPORTS</b>			
Falsification of time cards	Discharge		
<b>PROTECTIVE CLOTHING AND EQUIPMENT</b>			
Failure to wear protective clothing or use of safety devices	Warning	3 days suspension	Discharge

Equipment shall mean tools dies. company assets and property etc If an employee receives a warning he must be changed to another operation or the employee can elect to go home for the balance of his shift with the resulting **loss** of pay The employee shall return on the next shift to report for work A three day suspension shall include the day of occurrence of the infraction These provisions shall also apply to probationary employees Progressive disciplinary action outlined for breaking or damaging equipment or double hitter or mislocation shall depend on circumstances involved, and will be reviewed by the Company and subject to grievance procedure

**MAINTAINENCE AND REPAIR CLASS "A"** - is an employee who can meet and pass the Company's qualifications. He must also be willing, able and qualified to accept and discharge responsibility and must also be able to perform and instruct in the operation, repair, rebuild and dismantle of all types of equipment, tools and dies without instruction.

**MAINTAINENCE AND REPAIR CLASS "B"** - is an employee who is willing, able and qualified to operate and repair, rebuild and dismantle all types of equipment, tools and dies without assistance or supervision. He must be able to rebuild and dismantle all types of equipment, tools and dies on the Company's premises with a minimum of assistance and supervision.

Provided there is an opening available and the employee meets all other Company criteria, a maintenance and repair class "B" employee may be advanced to the maintenance and repair class "A" classification upon meeting the following qualifications: that he be able to instruct; have advanced welding abilities; blueprint reading ability and advanced machine shop practice abilities, or have completed a C.A.W. Training program supplying a recognized Journeyman's card. Guidelines for St. Clair College courses necessary for employer upgrading will be mutually agreed upon by Company and Union.

**MAINTENANCE AND REPAIR CLASS "B" TRAINEE** - is an employee who works within the classification of Maintenance and Repair Class "B" for a period of two(2) years as a training period. When an employee is transferred to Maintenance and Repair Class "B" Trainee Classification, he shall receive the rate of pay in effect for his original classification for the first half of his training period and for the second half of his training period he shall receive a pay increase equal to one-half (1/2) the difference between said classifications. After completion of his training period, he shall receive the full rate of Maintenance and Repair Class "B" classification in accordance with Schedule "A" of the Collective Agreement if he is willing, qualified and able.

**MAINTENANCE AND REPAIR CLASS "A"** • if an employee employed in the classification Maintenance and Repair Class "B" and having completed his training period for said classification, attends classes in a recognized Institution and obtains a recognized journeyman's card in the field of tooling and repair, he shall be given preference for any company opening in Class "A" if he is willing, able and qualified to meet the requirements of this classification.

**DIE SETTER** - is an employee who can set up all presses and dies to tryout, and produce a production quality part without aid or instruction.

**DIE SETTER TRAINEE** - is an employee who works within the classification for a period of one(1) year as a training period. If an employee is transferred to this classification, he will remain at his present classification rate of pay for six(6) months.

After six(6) onths he will receive a pay increase equal to one-half (1/2) the difference of his classification rate to the prevailing rate of pay within the Die Setter classification. After one(1) year, he shall receive the full rate of the Die Setter classification in accordance with the wage rate in this Schedule "A" if he is qualified.

LEADER - a group leader will receive an additional twenty-five(25) cents per hour to his classification during his appointment as a leader. Employees classified as leaders by July 1, 1974 will receive twenty-five(25) cents above the Die Setter classification.

AUTOMATIC PRESS OPERATOR - Is an employee who is capable of running, maintaining and setting up an automatic press while assigned to that press without aid or instruction.

YARDMAN - Is an employee who can safely operate the following equipment, overhead crane and jitney. Is an employee who is responsible for maintaining the die storage area, preparing dies and their accessories for installation or storage and unloading material or equipment as required.

CRANE OPERATOR - Is an employee who can safely operate the following equipment, overhead crane and jitney. Is an employee who is responsible for the maintaining of the steel storage area, receiving and unloading trucks, moving of dies as required, storage and unloading of equipment as required, and the preparation and loading of steel material for the automatic press use if requested. This does not restrict or limit the use of the crane by classification Group I, Group II, and the automatic press in the performance of their work.

The Company has the right to determine the number of employees in the above classifications.

All employees in the classification of Maintenance and Repair Class "A" as of December 1, 1972 will remain top seniority in the classification.

If any employee is used as a helper to a Skilled trade or Semi-skilled trade, he will receive the rate of pay of his normal classification.

With the exception of Group I, the starting rate for new employees hired on or after September 30, 1989 shall be as follows:

Start—26 weeks .....	85% of base wage
27—52 weeks .....	90% of base wage
53—78 weeks .....	95% of base wage
After 78 weeks .....	100% of base wage

Employees start rate for new employees hired in Group I Skilled, on or after September 30, 1989, shall be as follows:

Start - Fifty-Eight (58) scheduled days worked as per Article V - Seniority ..... 85% of base wage

After first pay period after attainment of seniority ....  
..... 100% of base wage

Base wage shall mean the rate for the classification in which they are working.

Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

LETTER OF AGREEMENT

Re: Holiday Pay

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company agrees that employees will receive all their Christmas Holiday Pay on ~~the~~ last pay day prior to the holiday period of each year covered by the union contract.

Should any employee fail to qualify for the Holiday or Holidays, then the Company shall be entitled to recover the payment made for the Holidays on the next pay that the employee would receive following the holidays.

For the weekly pay period prior to the Christmas Holiday period, the Company agrees to pay the accumulated overtime for all overtime hours worked that week, up to but not including the overtime worked the day before such holiday period. with a separate cheque.

Such payment will be considered an advance and will be adjusted from the employees' regular pay cheque for that pay period upon their return to work.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT

Re: Seniority Transfer

September 30, 1989

**Mr. Fred Lamont**  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

During negotiations the below listed procedure was agreed to in dealing with the transfer of employees during the work day.

(a) Employees with the highest seniority will be the last transferred out of their assigned department, at the beginning of the shift, when work is not available in their department.

(b) During the shift, when a line is being shutdown and not all employees from that line are being sent out to different departments, the supervisor will give high seniority employees being affected the option to remain in the department on what work is available for startup or accepting the transfer out of the department, work available does not include work currently being performed by other employees in the department at the time of shutdown.

(c) Employees on a specific job due to a disability or injury will be exempt from transfer.

(d) Any employee transferred under the terms and conditions set out above to another department for that day will not be able to apply the options of this clause in the department they are transferred to.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Inspector Classification

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company agrees to maintain two(2) bargaining unit employees in the classification of inspector, through the term of the collective agreement as long as they are willing, able and capable of doing the job as required.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager



LETTER OF AGREEMENT

Re: Benefits Carrier

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

Per Article XIV, Social Security, all benefits will be related as Green Shield or equivalent, but not to include Blue Cross as carrier.

The Company agrees to assist employees and Union in the processing and settlement of claims. The Company will also set-up a meeting with the carrier, Company, and Union to outline our desire to have prompt service, notify carrier of personnel who will be contacting them for service, and discuss our benefit package.

The above understanding is per negotiations meeting of July 16, 1980.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT

Re: Treatment Facility

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

This letter will confirm the discussions during our recent negotiations that in the operation of Clause 16.02, the employee concerned and/or the First Aid Man will send the injured employee to an available facility for treatment being one of the below:

- (1) Metropolitan General Hospital
- (2) Hotel Dieu Hospital
- (3) A requested designated treatment facility approved by the Company, such requests will not be unreasonably withheld.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

**LETTER OF AGREEMENT**

Re: Contract Administration

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

During negotiations the Company and Union agreed to contract revisions and abide by the terms and conditions of the **Collective Agreement**.

The need for co-operative improvement was discussed in the area of: sickness and accident claims and administration; attendance and hours of work; and Workers Compensation Claims and administration.

Respectfully Yours,  
**CENTRAL STAMPINGS LIMITED**

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Payroll Summary

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company agrees to supply to each employee quarterly a summary of their gross earnings, deductions, and hours worked.

Such statement will be done on a separate statement which will be inserted into their regular paycheque.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Canada Savings Bonds

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

During the recent negotiations the Company and Union agreed to provide payroll deductions for the employees to purchase Canada Savings Bonds, conditional on the following:

- (i) that deductions will be made on each payroll cheque received by the employee until the bond payments are completed;
- (ii) that bond applications will be taken ~~once~~ **each** year and will be subject to the terms **and** conditions set out by the ~~issuing~~ **body**; that such employee applications will automatically be cancelled should the employee miss any payments due to absence;
- (iii) that ~~employees who voluntarily cancel their application~~ will not be permitted to apply for a Savings Bond the following year.
- (iv) ~~that~~ such Saving Bond applications will commence at the first available opportunity **following** the ratification of the Collective Agreement.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Credit Union Deduction

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

September 30, 1989

Dear Sir:

During the recent negotiations the Company has reviewed your concern regarding the present Credit Union and your desire to allow employees to transfer to another Credit Union.

(i) The Company can agree to provide duplicate Credit Union deduction under the following terms and conditions:

(ii) that only one designated additional Credit Union be identified by the Union; that deductions for such designated Credit Union will commence on the first pay following January 1, 1990;

(iii) that effective January 1, 1990 only applications to the newly designated Credit Union will be processed;

(iv) that effective with the pay ending June 30, 1991, only deductions for the designated Credit Union will be processed by the Company after this date; resulting in there being only one, the designated credit union, for payroll deductions.

It is not the intention of the Company to force employees to participate in one Credit Union as opposed to another, but due to the expense of administration, can only allow for payroll deduction to one designated Credit Union.

Respectfully Yours,  
Paul Longay

CENTRAL STAMPINGS LIMITED  
Plant Manager

**LETTER OF AGREEMENT**

**Re: Lockers**

**September 30, 1989**

**Mr. Fred Lamont  
Plant Chairman  
Central Stampings Limited  
Windsor, Ontario**

**Dear Sir:**

**The Company agrees to provide all active employees, lockers, to be assigned and designated by the Company during the second year of this Collective Agreement**

**Respectfully Yours  
CENTRALSTAMPINGS LIMITED**

**Paul Longay  
Plant Manager**

LETTER OF AGREEMENT

Re: Third Shift Safety Committee Representation

September 30, 1989

Mr. Fred Lamont  
Plant Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

In regard to your concern that should a third shift be scheduled, no Union Safety Committee representative would be available, the Company agrees to recognize a representative as designated by the Union Safety Chairman for this purpose.

The Union agrees to recognize a management representative designated by the Company for such third shift.

Such designated representative shall be subject to the same terms and conditions as the other union safety committee members but will not be required to attend Safety Committee meetings.

The recognition of such third shift representative shall be contingent on the scheduling of the third shift.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager



LETTER OF AGREEMENT  
Re: Quality Issues

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company has considered your request to provide input to quality related issues as submitted by the members of the bargaining unit.

The Company will institute, upon ratification, an opportunity for the Plant Chairman to meet with the Plant Manager and the Quality Assurance Manager monthly to discuss such issues.

The Quality Assurance Manager will respond to your concerns in writing within five (5) working days of such meeting or such additional time as may mutually be acceptable.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Classification Seniority Adjustment

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

During the recent negotiations, the Company and Union have agreed to re-align the following employees with their date of hire seniority in the classification of Press Operator.

This is a one-time-only agreement and will not be considered as precedent setting for any future similar occurrences, should they arise.

170 F. Makssoud	Sept. 28,77
165 A. Chafchak	Aug. 22,77
147 A. Abouzeeni	June 20,77
60 S. Youkannis	Apr. 14,77
103 S. Jarrett	Aug. 31,77
3 G. Sportelli	Apr. 20,76

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT                      Mr. Fred Lamont  
Re: Labour Pool                      Union Chairman  
Central Stampings Limited  
September 30, 1989      Windsor, Ontario

Dear Sir:

During the recent negotiations the Company and Union agree that the continued use of the Labour Pool is beneficial to both parties.

The Company agrees to maintain the Labour Pool as it presently exists and will continue to be bound by the conditions set out below:

that the Labour Pool is to provide training and experience in various classifications to supplement the regular workforce in the case of absence, sickness, vacation or excessive workloads:

The number of employees in the labour pool will remain at current level, any vacancies will be posted.

That Labour Pool positions shall be provided for Die Setters, Automatic Press Operators, Yardman, and Jitney Drivers.

Any vacancies which occur in the Labour Pool List will be filled by the most senior employee who has applied for the posting.

Employees may only hold one (1) Labour Pool position.

Only employees from the Press Operator and Labourer classification can apply for a posting in the Labour Pool.

Company and Union agree no one Individual will be consistently utilized.

When an employee is being used from the Labour Pool for excessive work load and this period exceeds ten (10) days, then the Union and Management Labour Pool Committee will discuss the possibility of a time extension.

Respectfully Yours,      Paul Longay  
CENTRAL STAMPINGS LIMITED Plant Manager

LETTER OF AGREEMENT

Re: Crane Operator

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

Per the 1989 negotiations it is agreed that Mr. Lorne Debrowka and Mr. Garth Quinlan, will be placed into the Crane operator classification, and receive the agreed wages for the classification.

If either of the two (2) employees leave the classification, the classification will be filled by the posting procedure contained in the Collective Agreement.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

**LETTER OF AGREEMENT**  
**Re: Sickness and Accident Dispute**

**September 30, 1989**

**Mr. Fred Lamont**  
**Union Chairman**  
**Central Stampings Limited**  
**Windsor, Ontario**

**Dear Sir:**

**The Company agrees to arrange a meeting with the Sickness and Accident Insurance carrier, to discuss disputed claims when requested by the Union.**

**Respectfully Yours,**  
**CENTRAL STAMPINGS LIMITED**

**Paul Longay**  
**Plant Manager**

LETTER OF AGREEMENT  
Re: Labourer Classification

September 30, 1989

Mr. Fred Larront  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company agrees to continue the classification of Labourer through the term of this Agreement.

The number of employees will be maintained unless there is a reduction in the workforce and their seniority will apply as per the Collective Agreement.

It is agreed that Labourers can run a press when all press operators on their assigned shift are operating a press and no one is performing a labourers job other than an employee in the classification on the shift.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: FirstAid Certificates

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company will pay the cost of the test necessary for renewals to Standard FirstAid Certification, on Company time, for FirstAid Attendants in the plant.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT                      Mr. Fred Lamont  
Re: Steady Shifts                      Union Chairman  
Central Stampings Lim  
September 30, 1989                      Windsor, Ontario

Dear Sir:

During the recent negotiations the Company and Union agreed to the continued allowance of steady shift<sup>8</sup> and to be bound by the conditions set out below:

- (i) The Company will co-operate with Individual employee requests in regards to steady shift changes, as long as management obligations can be met;
- (ii) that any employee wishing to work on a steady shift must find an employee willing to work a steady shift on the opposite shift;
- (iii) that each employee will be of the same job classification;
- (iv) that each employee will transfer to the department that the employee they are replacing normally works;
- (v) that employees wishing to request steady shifts do so at least two(2) weeks prior to their regular shift rotation, in writing stating the name of their replacement, period steady shift requested, reason for request, and signed by both employees on company supplied forms;
- (vi) that such steady shifts will be limited to full periods of shift rotation;
- (vii) Such steady shifts will be limited to thirty(30) employees maximum on such shifts.

Failure of either employee to such steady shift allowance to meet these conditions will cancel the steady shift privilege and revert the employees back to their original positions and shifts at the next shift rotation.

Respectfully Yours,                      Paul Longay  
CENTRAL STAMPINGS LIMITED Plant Manager



LETTER OF AGREEMENT

Re: Vacation Schedule

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

In regard to Article 10:02 of the Collective Agreement, the Company will make all reasonable efforts to agree to an employees' request by the use of TPT and students if required, in the Press Operator classification.

Such approval will be conditional on the Company's obligations and ability to meet its customer requirements.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Summer Students

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

This will confirm the statement given to you during our current negotiations that the Company will follow the practise of hiring students during the school vacation period, only in the months of May, June, July and August and such students, will employed will be paid in the same manner as a probationary employee, that is at the appropriate starting rate for the job together with the cost-of-living allowance then in effect.

Students covered under this letter will pay monthly union dues.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

**LETTER OF AGREEMENT**

**Re: Weekend Overtime**

**September 30, 1989**

**Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario**

**Dear Sir:**

**The Company will co-operate with the Union in scheduling six(6) hour shifts on Saturday and Sundays, with a paid twenty(20) minute lunch period and no breaks.**

**Respectfully Yours,  
CENTRAL STAMPINGS LIMITED**

**Paul Longay  
Plant Manager**

LETTER OF AGREEMENT  
Re: New Technology

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The parties agree that with the introduction of new technology, it is important that advanced planning be made for on the job training to afford bargaining unit employees to become acquainted with the new equipment.

It is agreed that the workers affected by new technology should have the opportunity to apply themselves to the new skills and the new technology applied to their jobs.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LESTER ~~OF~~ AGREEMENT  
Re: LunchTime Clocking

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

Any employee leaving the Company Building at lunch time must punch out his time card prior to leaving the building and punch in his card upon returning.

Employees may punch out during the five (5) minute wash-up period, after the first buzzer.

Any employee found stopping work or leaving their work station prior to the first buzzer will be subject to disciplinary action.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT  
Re: Quality Control Inspectors

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

During the 1986 negotiations the question of Quality Control Inspectors has been discussed.

It is the Company's intent to utilize these employees in area(s) of the plant for the purpose of inspection and Checking of Parts.

Such employees in this classification will have the ability to share overtime in Article VIII and related clauses in the Collective Agreement.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT      Mr. Fred Lamont  
Re: Maintenance "B" Union Chairman  
Central Stampings Limited  
September 30, 1989      Windsor, Ontario

Dear Sir:

To meet the requirements of Maintenance "B" Trainee Posting, the employee applying must meet the following:

1. Mechanical Aptitude Testing - Company will administer the Bennett Mechanical Comprehension Test to all applicants.
2. Instrument Testing - Company will require applicants to demonstrate ability to read and use the following:
  - (a) Vernier - inside dimension - outside dimension
  - (b) Caliper - inside dimension - outside dimension
  - (c) Micrometer - thickness measurement
3. Blueprint Reading - List identifiable items or measurements from a basic non-automotive drawing.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager

LETTER OF AGREEMENT

Re: Call-In Procedure

September 30, 1989

Mr. Fred Lamont  
Union Chairman  
Central Stampings Limited  
Windsor, Ontario

Dear Sir:

The Company will install a separate telephone line for all employees to report their absence to the Personnel Department.

This telephone number will be 945-4367

Employees are to provide the following information when calling:

NAME  
BADGE NUMBER  
DEPARTMENT  
SUPERVISOR'S NAME  
**REASON FOR ABSENCE**  
EXPECTED DATE OF RETURN

All telephone messages **are recorded** and will be kept in the Personnel Office.

Respectfully Yours,  
CENTRAL STAMPINGS LIMITED

Paul Longay  
Plant Manager



SUPPLEMENTAL AGREEMENTS PER NEGOTIATIONS  
September 30, 1989

1. The Company agrees to supply coveralls for employees required to perform unusually greasy or dirty jobs; eg. Cleaning washer, cleaning or dismantling equipment, cleaning oil and grease from press pits.
2. The Company agrees to provide the Union with 500 copies of the Collective Agreement, after it has been printed in a Union Shop.
3. The Company, during the term of this Agreement, will continue with its drug and alcohol abuse rehabilitation program as in the past. Should one of our employees need or request assistance in regard to a program of rehabilitation in this regard, the Company will be receptive to attempt cooperation between the Union and the Company in aiding its employees, as it has in the past.

The Company and the Union when mutual agreement has been reached, will allow an employee to attend a recognized rehabilitation program and upon successful completion return to work, in a period not to exceed 4 months.

4. The Company will supply parkas for employees who work outside intermittently as required.

5. The Company will attend negotiations for the renewal of the Collective Agreement at Local 195 Hall per invitation of bargaining committee at no charge.
6. The Company will keep the washroom area clean on the afternoon shift.
7. The Company will maintain the current practice regarding safety boot vendors and employee purchase practice.
8. Employees will receive their vacation pay by the last day in June.
9. The Company will review and determine additional Leaves of Absence for bereavement of family members on an individual basis, dependent on circumstances, length of request and management obligations.
10. The Company agrees whenever a Tractor Trailer owned by Central Stampings Limited is in use, the employee in said classification will be the driver. The Company will maintain current driving practices.

For the Company,  
Paul Longay,  
plant Manager

For the Union,  
Fred Lamont,  
Plant Chairman