

# **AGREEMENT**

**Between**

**NAVISTAR INTERNATIONAL  
CORPORATION CANADA**

**Chatham, Ontario**

**— and —**

**NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA  
(CAW — CANADA)  
AND ITS LOCAL 35**

**Dated April 4, 1988**

0193103

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# PERSONAL RECORD

Name.....

Street.....

City,.....

Home Telephone. ....

Business Address.....

Business Telephone Ext.. ....

Social Insurance No.....

Clock No.....

## NOTE:

This book contains the CLERICAL AND TECHNICAL MAIN LABOUR CONTRACT executed on **April 4, 1988**, but does not contain those documents pertaining to the following:

NON-CONTRIBUTORY RETIREMENT PLAN  
HEALTH SECURITY PROGRAM AGREEMENT  
S.U.B. PLAN

**Legal Services**

If you have any questions and/or problems in these areas, please contact your Committeeman and/or Supervisor.

Both the **Navistar** international Corporation, Chatham Plant Truck Division and the **C.A.W., Local 35**, recognize their respective responsibilities under Federal and Provincial <sup>1</sup> Statutes regarding Human Rights, fair employment practices or other similar constitutional statutory requirements.

In recognition of the practical and moral values of these responsibilities, the parties hereby reaffirm these commitments not to discriminate because of race, creed, colour, <sup>2</sup> sex, age, handicap, national origin and ancestry where applicable as provided in the Ontario Human Rights Code or as amended by Provincial or Federal Statutes.

Whenever a reference to male gender appears in this Agreement and its associated documents, it is understood that <sup>3</sup> such language is not restrictive and is intended to include females.

THIS AGREEMENT, made and entered into this 4th. day of **April, 1988** by and between the National Automobile, Aerospace and Agricultural Implement Workers Union <sup>4</sup> of Canada (**CAW—Canada**) and its **Local 35**, hereinafter referred to as the “Union” and the Chatham Plant of the **Navistar** International Corporation Canada, hereinafter referred to as the “Company.”

#### WITNESSETH:

That the parties hereto have agreed as follows:

#### ARTICLE I

#### SCOPE AND PURPOSE OF AGREEMENT

**1.01** It is agreed and understood between the Union and the Company that this Agreement sets forth herein all the agreements between them with respect to rates of pay, wages, hours of employment or other conditions of employment of <sup>5</sup> employees covered hereby. This Agreement embraces only such matters as are specifically set forth herein, and that all other matters shall be subject to further negotiations.

**1.02** The parties to the agreement have provided for a Pension Plan; a Health Security Program; Supplemental Un-employment Benefit Plan and Legal Services Plan by Supplemental <sup>6</sup> Agreement signed by the parties simultaneously with the execution of the Agreement, which Supplemental

Agreements are attached hereto as Appendix E, Appendix F, Appendix G and Appendix H respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement.

7 **1.03** The general purpose of this Agreement is to assure employees certain desired working conditions, and to provide, through collective bargaining, for peaceable and orderly relations between the Company and its employees in order to secure an amicable and fair disposition of grievances, to prevent interruptions of work and stoppage of employee's payrolls, and to permit efficient operation of the Company's business and protection of the interests of the public.

8 **1.04** The Union recognizes that the ability of the Company to provide wages and working conditions satisfactory to its employees is, to a large extent, dependent on the co-operation of employees in maintaining efficient, and so far as possible, stabilized continuous operations, and to further this purpose the Union now agrees that for the time of this contract it will not authorize or support any strike or stoppage of work because of any matters covered by this Agreement for which the procedure for settlement herein provided is available but has not been utilized and will not authorize or support any sit-down or slowdown strike for any cause. Participation in any strike, slowdown, or sit-down, or stoppage of work brought about either by action of the Union in violation of this Agreement or by individuals or groups without Union authority shall be just cause for dismissal or discipline by the Company of any or all participating employees.

**1.05** The Company, on its part, agrees that it will not lock out employees because of a dispute under this Agreement, and will adhere to the provisions contained herein for the settlement of all disputes and will, so far as it is within the Company's reasonable control, make every effort to continue plant operations while the dispute is being settled.

## **ARTICLE II RECOGNITION**

**2.01** Having been duly certified by the Ontario Labour Relations Board under date of December 4, 1950 the Company

10 recognizes the Union as the sole representative of all employees in the bargaining unit as hereinafter defined for the purpose of collective bargaining, provided that nothing in this Agreement contained shall be deemed to take away the right of any individual employee to present any of his personal complaints to his supervisor or department head.

11 **2.02** (a) The Company recognizes and will not interfere with the right of its employees to become members of the Union, and will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or collect dues on Company time.

(b) The Company shall take appropriate disciplinary action including discharge in any case of an employee who on Company time carries on anti-union activity or who on 12 Company time seeks, directly or indirectly, to interfere with the status, membership or responsibilities of this certified Union.

13 **2.03** The unit recognized as appropriate for purposes of collective bargaining and represented by the Union is as follows:

14 All salaried employees of the **Navistar International Corporation Canada**, employed at its Chatham Plants and except:

|  | <b>Job No.</b> | <b>Grade</b> |
|--|----------------|--------------|
| Managerial Employees                           |                |              |
| Assistant to Cashier.....                      | 600-009        |              |
| Budget Control Analyst.....                    | 610-008        |              |
| Cashier.....                                   | 625-010        |              |
| Chief of Customs                               |                |              |
| Engineer                                       |                |              |
| Human Resources Department Personnel           |                |              |
| Financial Planning Coordinator                 |                |              |
| Materials Handling Analyst.....                | 705-010        |              |
| Plant Layout Designer.....                     | 736-012        |              |
| Plant Protection Personnel                     |                |              |
| Principal Plant Equipment Designer.....        | 750-013        |              |
| Principal Time Study Planner.....              | 765-013        |              |
| Process Planner I- Industrial Engineering..... | 775-012        |              |

|  |         |
|--|---------|
| Process Planner/II Industrial Engineering.....     | 780-010 |
| Production Research Investigator I.....            | 785-010 |
| Production Research Investigator II.....           | 790-008 |
| Progressive Students                               |         |
| Project Engineer I.....                            | 795-000 |
| Project Engineer II.....                           | 800-000 |
| Secretary to Plant Manager.....                    | 820-008 |
| Secretary to Plant Executive.....                  | 815-007 |
| Secretary to Plant Comptroller.....                | 815-007 |
| Secretary to Chief Product Engineer.....           | 825-006 |
| Secretary to Manager of Industrial Engineering.... | 825-006 |
| Secretary to Mgr., Manufacturing Engineering.....  | 825-006 |
| Standard Data & Methods Time Measurement           |         |
| Co-ordinator.....                                  | 840-012 |
| Tabulating Supervisor, Plant.....                  | 865-011 |
| Time Study Observer I.....                         | 870-010 |
| Time Study Trainee.....                            | 880-008 |
| Time Study Planners.....                           | 875-012 |
| Chief of Traffic                                   |         |
| University Undergraduates                          |         |
| Warranty Analyst.....                              | 905-010 |

All newsalaried positions created during the term of the Agreement shall be negotiated as to whether they should be included in the bargaining unit. If the parties cannot agree on the status of any such position, it shall be an item to be settled under the grievance procedure.

### ARTICLE III REPRESENTATION

**3.01** The Union may appoint and the Company shall recognize six (6) committeemen, all of whom must be employed within the bargaining unit. Each committeeman shall at the time of his appointment have at least six months' seniority with the Company.

**3.02** The Company agrees to recognize a Union Grievance Committee of not more than four (4) committeemen. The

17 The Union agrees to recognize a Union Bargaining Com-  
mittee of three (3) committeemen. One member of each  
committeeshallbedesignatedbytheUniontoactasChairman.

**3.03** The Union agrees to notify the Company in writing of the  
namesoftheCommitteemen,themembersandchairmanofthe  
18 Union Grievance and Negotiating Committee\$ the effective  
dateoftheirappointment,alsothedepartmentordepartments  
which each committeeman represents.

The unit chairperson will advise the company of **his/her**  
19 alternate during absences from the plant

**3.04** When there is an increase or decrease of working  
20 force, the number of committeemen may be increased or  
decreased by mutual consent.

**3.05** The Company will inform the Union in writing of the  
21 identity of its supervisors and the departments they super-  
vise.

**3.06** Union grievance committeemen and designated  
Union officers shall be permitted to leave the plant during  
working hours at such times as may be necessary for the  
22 performanceoftheir duties as such representatives, provided  
that such absence will not seriously interfere with normal  
production operations. It is understood that such absent  
time is not to be paid for by the Company and that the standard  
gate pass shall be obtained from the supervisor before a  
Union representative shall be permitted to leave the plant.

**3.07** The Local Union Election Committee will be excused  
23 upon request, to a limit of three (3), under the same terms  
applicableto other employees selected or appointed to various  
posts in Local 35.

**3.08** No Local Union Committeeman or member of the  
Local Union Executive Board may be appointed to any position  
24 outside the bargaining unit until at least six (6) months after  
the expiration of his term of office, without the consent of the  
Local Union.

#### ARTICLE IV GRIEVANCE PROCEDURE

**4.01** Both the Company and the Union agree that avoiding  
unnecessary grievances and the handling of oral grievances is



25 dependent on the understanding and the combined co-  
operation of management and union representatives.

Should grievances arise between the Company and the Union, or employees, as to the meaning and application of the provisions of this agreement, or as to the compliance of either party with any of its obligations under this agreement, or should 26 there be any complaint or grievance by any employee of the bargaining unit or the union or the company, there shall be no written grievance until an earnest effort has been made to discuss and resolve the grievance between the affected parties.

FIRST, between the employee affected and the supervisor, or between the Union Committeeman representing the de- 27 partment the affected employee and the supervisor. Such a meeting will take place within two (2) working days excluding Saturday, Sunday and Holidays from the time the union representative requests the meeting. Any resolution attained at this meeting will be without prejudice or precedent to either party. If the dispute is still unresolved, a formal grievance will be written and submitted to the second step of the procedure.

Prior to any written grievance being accepted into the second step of the procedure, the above meeting must 28 have taken place, and all relevant facts documented.

SECOND, between the Union Committeeman of the department or other Union representatives and a management 29 committee of up to three (3) including the Employee Relations Manager.

The Department Head involved and the Supervisor and the employee concerned may be included. A decision will be given by the Labour Relations Manager in writing within five 30 (5) working days excluding Saturday, Sunday and Holidays, if possible, from the date of presentation of the grievance at this step. If it is not possible to give a decision within five (5) working days excluding Saturday, Sunday and Holidays, the Union will be so notified in writing.

THIRD, between the designated Union Grievance Committee and International Union representatives and representatives

from the Company's General Offices, along with selected Plant personnel. A meeting for the purpose of discussing grievances processed to this step will be arranged within fifteen (15) days of submission of such grievances and the management's decision will be given in writing within **ten (10) working days excluding Saturday, Sunday and Holidays** of the meeting.

FOURTH, when a grievance which alleges a violation or misinterpretation of this Agreement has not been settled at step three, or when there is a question of the arbitrability of an issue, either party may move the grievance or the question to arbitration.

A claim that either the company or the union has violated some provision of this contract or failed to perform some obligation assumed under this contract, is an "arbitrable grievance" within the meaning of this contract.

Notice of appeal to arbitration must be given by the moving party to the other within thirty (30) calendar days from receipt of the written answer at step three. The notice shall contain the names of suggested arbitrators.

After an arbitration date has been specified as above, thirty days (30) before but not less than two weeks prior to that date, the parties will meet and prepare a statement(s) of the facts and issues agreed to and in dispute for presentation to the arbitrator.

Failing agreement by the parties on an acceptable arbitrator, within ten (10) calendar days of the receipt of the notice, the parties shall request the Ontario Arbitration Commission to appoint an arbitrator.

The arbitrator shall not have any jurisdiction to change any of the provisions of this Agreement or to add any new provisions to it or to give any decisions inconsistent with it. He shall, however, in respect to a grievance involving a suspension or discharge, be entitled to modify or set aside such penalty, if in the opinion of the arbitrator, it is just and equitable to do so.

The parties to the grievance shall be bound by the decision of the arbitrator.

The Union and the Company shall each be responsible for one-half of the expenses of the fee payable to the arbitrator. Union representatives who are needed by the Union in the presentation of their cases and employees who are to appear as witnesses for the Union will be excused from work without pay to attend a hearing upon written request by the Union.

**4.02** As soon as possible upon written identification from the **C.A.W.** — National Representative to the Human Resources Manager, of unresolved grievances which the Union feels are appropriate for submission to the Expedited Arbitration process, the Company will arrange for a pre-arbitration meeting to be held at the Human Resources Department. The purpose of this meeting shall be to develop a full and completed discussion of the cases in issue and to reach agreement on the grievances to be scheduled for Expedited Arbitration. Should the Company not agree to schedule a particular grievance for Expedited Arbitration, it shall be processed as though appealed on that date in accordance with the regular procedure, unless withdrawn by the Union. However, a grievance protesting the discharge or suspension of an employee will be scheduled for Expedited Arbitration if it is so desired by either the Company or the Union.

**4.03** The Union agrees that any grievance, complaint, or dispute will be reduced to writing, stating the provision(s) of the Agreement relied upon in support of the Union's position, for presentation in all steps of the grievance procedure. However, this provision will not prevent the Union from referring to any other pertinent sections of the Agreement in support of its claim. The Company agrees that its decision on any such grievance, complaint, or dispute will be given to the Union in writing.

**4.04** Failure of the Company to answer a written grievance within a reasonable time in the various steps of the grievance procedure shall entitle the Union to carry the grievance to the next step.

**4.05** The Company shall be under no obligation to consider or process any grievance unless the same has been presented to the Company in writing within 45 days from the time the circumstances on which the grievance is based were known to those presenting the grievance.

All grievances regarding job postings must be filed within five (5) working days from the time that the successful job applicant is posted, except in cases where a job bidder is absent with authorization, the grievance must be filed within <sup>44</sup> five (5) days of his return to work or 45 days from the time that the successful job applicant is posted, whichever is sooner.

**4.06** Also, the Company shall be under no obligation to give further consideration or process any grievance which has been answered by the Management at any step of the grievance procedure unless the Union has thirty (30) days of <sup>45</sup> the date of such written answer by the Management given written notification to the Company of a desire to take the grievance up to the next step of the grievance procedure, or that the Union desires additional time to make such decision. Such additional time, if requested, shall not be such as will extend the total time to make such decision beyond 60 days from the date of Management's written answer unless otherwise agreed to by the Management.

**4.07** Weekly meetings, if necessary, on days mutually agreed upon by the Union and the Management, shall be held between the Union Grievance Committee and the Management of the Plant for the settlement of differences appealed <sup>46</sup> to that step. The Union will submit its agenda covering the items to be discussed at least twenty-four (24) hours before the time of the meeting. However, matters pertaining to discharge or other matters that cannot reasonably be delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

**4.08** Whenever a grievance involving basic pay is settled in favor of the employee, such reimbursement of pay shall be <sup>47</sup> retroactive to the date of circumstance which justified the reimbursement or sixty (60) days prior to the date of the presentation of the grievance to the Company in writing, whichever is the shorter period.

<sup>48</sup> **4.09** Union committeemen shall be afforded such time ~~of~~ without loss of pay as may be required for the performance of their duties as such representatives, namely:

(a) To attend regularly scheduled meetings with Manage

49 ment and to attend meetings with Management per-  
taining to discharges and other matters which cannot  
reasonably be delayed until the time of the next regular  
meeting. Before leaving his or her place of employment,  
each representative shall give notice to his or her super-  
visor or other person designated for that purpose by the  
Plant Manager.

50 (b) To make necessary legitimate investigations of em-  
ployee grievances provided the Union representative  
gives notice to his or her supervisor of the approximate  
amount of time to be spent. Earnest effort will be made  
to provide a substitute if the committeeman's absence  
will interfere with the normal operation of the department.  
The Company will not be required to pay Union repre-  
sentatives for time allegedly spent in investigating em-  
ployee grievances in any case in which the privilege is  
abused by a Union representative who uses the time  
permitted for any reason other than making necessary  
legitimate investigations of employee grievances.

**ARTICLE V  
EMPLOYEE DISCIPLINE**

51 5.01 (a) The company, in directing the working force,  
may exercise its right to invoke disciplinary  
measures for just cause, subject to the terms  
and conditions of this agreement. In imposing  
discipline on a current charge, the company  
will not take into account any prior infractions  
which occurred more than two (2) years pre-  
viously. The company will not discharge any  
employee for falsification of his medical records  
or his employment application after the em-  
ployee has two (2) years of service.

52 (b) An employee who is required to go to the Human  
Resources Department or his supervisor's office  
to discuss some action on his part which will  
result in such employee being disciplined, shall  
have his union representative present during  
such discussion unless the employee declines  
the right to have representation in the presence

of his union representative. At the time an employee is to be interviewed for discipline or disciplined, such discipline will be issued in the privacy of an office.

**5.02** Upon being notified of his discharge, it shall be the duty of an employee to leave his department and go to the plant employment office. The chairperson or the alternate shall be immediately notified and given the opportunity to review such discharge case with the employee alone or with others before the records in the employment department are closed. The wages of an employee shall cease at the time of his discharge excepting in cases where it is later determined that the discharge was not warranted.

An employee who is discharged will be furnished with a brief written statement describing the misconduct for which the employee has been discharged. The office Chairperson will receive a copy.

**5.03** In the event an employee is discharged from employment and believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjustment of differences herein provided. Should it be decided, under the terms of this agreement, that an injustice has been done the employee with regard to the discharge, the company agrees to reinstate him and to reimburse him for the wages he would normally have earned for the time lost, less what the employee has earned in outside employment since his discharge, to the extent of the hours he would normally have worked for the company. These hours will also be counted as hours worked in determining credit units under the Supplemental Unemployment Benefit Plan, pension credits under the Non-Contributory Retirement Plan, and for vacation purposes. In case of any such discharge, the company must receive a written grievance within five (5) working days and the case shall be taken up promptly and diligent efforts made to dispose of it within three (3) additional working days. An extension to the five (5) working day time limit may be granted by mutual agreement between the company and the union.

In the event the company is notified as above regarding claim of wrongful discharge, the employee will be permitted to continue his protection under the Group Insurance Plan until the issue is resolved but not to exceed twelve (12) months. If the employee is reinstated and the company is obliged to reimburse him for lost earnings, he will also be reimbursed to the extent of contributions he made to any such plans up to the amount which normally has been paid by the company in his behalf. Should it be decided under this article in the case of a discharged employee that there was good cause for the discharge, or a discharged employee files a grievance requesting only a determination of eligibility for supplemental allowance (where the company has specified that the reason for the employee's discharge will result in his being ineligible to receive a supplemental allowance), the arbitrator shall have the authority to determine in the case of an employee eligible to retire under Section 1.02 of Article 1 of the Non-contributory Retirement Plan whether the cause for his discharge should result in his being ineligible to receive a supplemental allowance under such Retirement Plan.

## **ARTICLE VI FUNCTIONS OF MANAGEMENT**

**6.01** It is agreed that the Company has the right to direct generally the work of the employees and to hire employees, discharge or suspend employees for just cause; also to promote employees, demote them, transfer them for proper cause, assign them to shifts in line with seniority and qualifications, determine the amount of work needed, and to lay them off because of lack of work needed, and to lay them off because of lack of work in accordance with the provisions herein. However, no employees shall be discharged by the Company except for just cause, and none of the foregoing shall be used for the purpose of discrimination.

**6.02** The Union further recognizes the right of the Company to maintain discipline of employees, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.

The Company will inform the Union of any changes in existing rules and regulations or the establishment of new

rules and regulations before such changes are made effective. Provided, however, that any complaint as to the reasonableness of such rules or any grievance involving claims or discrimination against any employee in the application of such rules shall be subject to the grievance procedure of this Agreement.

## ARTICLE VII SENIORITY

**7.00** For purposes of this Article VII, employees shall be divided into two (2) separate seniority units, designated 'A' and 'B'. The 'B' unit shall be made up of those positions and employees which became newly certified on December 14, 1983 or which subsequently filled positions designated as 'B' unit positions. (Refer to Salaried Classifications Index). The 'A' unit shall be made up of all other employees and positions currently covered by this collective agreement. The provisions of this article shall apply to employees only within their appropriate seniority unit except as specifically provided otherwise in Section 7.21.

**7.01** Employees shall be regarded as probationary employees for the first two (2) months of their employment. All days of absence lost by a probationary employee except designated holidays must be made up by working an equivalent number of days. An employee shall not acquire seniority until all such days of absence are made up. There shall be no responsibility for the re-employment of probationary employees if they are discharged or their service is terminated for any reason other than no work. When a probationary employee is terminated, such termination will be discussed between the Manager of Human Resources and the Union Office Chairman. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the date of employment.

A grievance resulting from the dismissal of a probationary employee may be processed through the grievance procedure but not to arbitration, unless discrimination under the Ontario Human Rights Code or Union activity is alleged. A probationary employee is entitled to all other rights and privileges accruing to employees under this Agreement.



63 **7.02** After two (2) months' employment within any period of twelve (12) consecutive months an employee shall be entitled to be placed on the **office-wide** seniority list and such seniority shall date from the date of hiring.

64 Seniority numbers will be applied as of the date hired, by a random procedure determined by the Employment office and each employee's relative position to other bargaining unit employees will remain constant, after the employee has completed a probationary period. Seniority numbers will be used for the purpose of lay-off, recalls, transfers and promotions.

65 **7.04** When it becomes necessary to decrease the force in a department, such reduction of force will be made in the following order and manner:

- 66 (a) An employee with office-wide seniority whose job is affected by a reduction of force shall replace the shortest service employee in the same position grade whose job he is capable of performing in a satisfactory manner, first in his own department if such transfer is possible, but if not, then on an office-wide basis, and providing he has greater seniority. If such transfer is not possible, then such employee shall replace the shortest service employee in the next successively lower position grades in any office department whose job he is capable of performing in a satisfactory manner, and providing he has greater seniority. If no replacement on the above basis is possible, he shall be laid off.
- 67 (b) Probationary employees whose jobs are affected by a reduction of force will be laid off.

68 Under the procedure outlined above the senior employee will have the opportunity of displacing the shortest service employee in the same grade, on the shift of his choice, in his own department, but if this is not possible he may replace the next shortest service employee in the same grade and department, and so on to the extent that his ability and seniority will permit. If no such placement is possible, an employee with office-wide seniority may then have an op-

portunity to replace the shortest service employee in the same grade office-wide, on the shift of **his/her choice** if he has the necessary ability and seniority. If not, he may replace the next shortest service employee in the same grade, on the shift of **his/her choice**, office-wide, and so on, to the extent that his ability and seniority will permit.

If unable to replace a shorter service employee under the above procedure in the same grade, the employee shall <sup>69</sup> have an opportunity to replace a shorter service employee in the same manner in the next successively lower grades, on the shift of **his/her choice**.

**(d) Employee(s)** reduced to layoff as per the application of this section, may be as required by the Company with <sup>70</sup> held from layoff for replacement training purposes for up to eighty (80) continuous hours.

**7.05** In all cases where, because of a reduction of force, an employee displaces another employee having shorter service, the longer service employee must be capable and <sup>71</sup> willing to perform in a satisfactory manner the work of such shorter service employee. Where a dispute arises as to the ability of the longer service employee to perform the work, he shall be allowed up to two weeks (80 continuous working hours) under normal instruction in which to prove such capability. Normal instruction shall mean that an employee shall be given instruction comparable to that which would be given a new employee who has the basic qualifications for the Position and who would be hired for it.

An employee demoted or transferred to another job, due to reduction in force, shall have the right to return to his <sup>72</sup> original job within six months, providing that such job becomes vacant. After the expiration of the six months' period, the job, when vacant, will be filled per the provisions of Section 7.16. An employee on layoff does not have restoration rights. However they would regain those rights when returned to work, for the balance of the **six (6)** months.

In all cases, an employee shall have the right to take a layoff not exceeding one (1) year, in lieu of being transferred. Failure of such employee to return within one (1) Year, if

<sup>73</sup> recalled, shall constitute a break in seniority. If, pursuant to this Subsection, an employee has chosen laid-off status in lieu of a transfer, such employee may reverse his choice and return to work in a position to which his seniority and qualifications entitle him, but this privilege of relinquishing laid-off status and returning to work may be exercised only once during the year of optional layoff. The employee must advise the Human Resources department at least one (1) week in advance of the new return to work date. It is understood that a layoff taken at a time when an employee's seniority and qualifications entitle him to other work in the bargaining unit will not entitle him to apply for benefits under the Supplemental Unemployment Benefit Plan except that an employee while employed in a skilled clerical or technical classification in salary position grade 8 or above who, rather than transfer to a job in a lower classification elects to take a layoff, shall not thereby become ineligible for benefits provided he meets the qualifications as set forth in Article I, Section 3(b) (3).

**7.06** When there is an increase in force, after steps outlined in Section 7.16 have first been exhausted and before new employees are hired, employees on layoff shall be recalled <sup>74</sup> to work in order of seniority, using the overall list of laid-off employees, provided that employees entitled to recall by virtue of seniority must be capable of doing the available work in a satisfactory manner.

**7.07** In determining an employee's length of service for seniority and employment purposes, computation will begin on the date the employee began work and, except in the <sup>75</sup> case of probationary employees, no deductions will be made for lost time due to any reason; however,

- <sup>76</sup> (1) Employment and service shall both terminate when:
- <sup>77</sup> (a) An employee voluntarily leaves the Company's employ.
  - <sup>78</sup> (b) An employee is discharged for cause, and the decision is not reversed under provisions of Article V herein.
  - (c) Due to layoff because of no work of an employee on the probationary list for period of more than eighteen <sup>79</sup> (18) months has elapsed since the employee last worked for the Company.

- 80 (d) Due to layoff, because of no work, of an employee on the seniority list, a continuous period equal to the length of service he had acquired at the time of such layoff has elapsed, or a period of more than **four (4)** years has elapsed, whichever is longer.
- 81 (e) An employee who has been laid off because of no work fails to notify the Employment Office within three (3) working days of receipt of the return of a registered recall letter of **his intent to work, and fails to report** within five (5) working days from such date. These requirements will be waived provided an explanation is given which is satisfactory to Management, but in every case the employee must report within **ten (10)** working days from the above mentioned date. For purpose of recall it shall be the responsibility of an employee to notify the Employment Department of any change of address. Failure to do so will relieve the Company of any obligation to the employee not fulfilled because of incorrect address.
- 82 (f) **An employee fails to report for work at termination of a** leave of absence or furlough, unless reason for such failure to report for work is furnished which is satisfactory to Management.
- 83 (g) An employee has been out of employment with the Company for more than **forty-eight (48)** consecutive months or length of service, whichever is greater for any reason other than layoff because of no work. However, **it is agreed that the Company and the Union, by mutual agreement, may take exceptions to the seniority provisions of this contract in favour of an employee who has suffered a major disability.**
- 84 (h) An employee has been absent from work for more than **five (5)** consecutive working days without formal permission for such absence having **been granted, as provided under Article XIV, unless such absence is waived for reasons acceptable to the Management.**
- Employee may be subject to dismissal for chronic absenteeism without permission after having been

85 formally warned regarding such practice. Employees may be subject to termination proceedings with the status of a quit employee if absent for more than five (5) consecutive working days for reasons other than disability unless a formal leave of absence has been granted. The company will notify the union office chairperson when an employee has been absent four (4) days and is subject to the terms of this section.

86 (i) (1) An employee retires under the Pension Agreement exclusive of any retirement for medical or disability reasons.

(2) Seniority shall cease when:  
87 An employee is, or was, transferred pursuant to Article 7.13 and such employee does not return to the bargaining unit within the prescribed time limits in Article 7.13 (c).

88 (j) **Inability to report for work up to a period of** ninety (90) days because of detention arising out of a charge or conviction involving the operation of a motor vehicle will not be regarded as breaking seniority. In cases where detention exceeds ninety (90) days consideration **will be given** by local management based on circumstances relating to the individual case. **In the event the courts grant a** Work Release Program for motor vehicle violations to the employee, the Company will honour such program.

89 **7.08** Former employees re-entering service after their continuity of service has been broken by any of the foregoing reasons shall be considered new employees.

90 **7.09** The method of computing length of service for seniority purposes under this Agreement shall be on the basis of the **Navistar** Pension Plan then in existence for all service prior to January 14, 1952. All seniority service thereafter shall be computed on the basis as set forth in this Agreement.

**7.10** The Company agrees to accord a preferred seniority status to members of the recognized Union Office Committee

91 for the sole purpose, in the event of a reduction of force, or insuring that the Union shall have proper representation in the various departments as long as there are employees working in those departments to be represented. Committee-men and Stewards may be transferred from job to job within the department or departments they represent, when necessary, because of reduced operations, on the basis of their regular seniority first, and preferred department(s) seniority when their regular seniority expires. In no cases shall the Company be under obligation to assign work because of preferred seniority status to a person who is not capable of doing the work available. In the event Committee members are affected by a layoff, the first to be laid off are Committee members, secondly the Bargaining Committee and lastly the Chairperson.

92 The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include only employees in office. Whenever the Union desires to substitute another person for one then having preferred seniority it shall notify the Company in writing and thereafter the person whose preferred seniority has ceased shall resume his regular seniority.

**7.11** An employee who is to be laid off because of reduced manufacturing schedules, or a reduction of force, will be given as much advance notice as possible, such notice not to be less than five (5) working days. Layoff notice shall be 93 given to the employee in writing and when given in the first half of a working shift shall be considered to cover the first day. An employee not at work on the day notice would otherwise be given will be considered to have received notice effective the date the Company sends notice by registered letter to his last address as listed in the Employment Office. In the event an employee is given five (5) days minimum notice and employment is continued for a period in excess of ten (10) working days beyond the date of layoff notice, the employee will be entitled to an additional five (5) days minimum notice of layoff. This section will not be construed to prevent the Company from assigning employees in accordance with the provisions of this Agreement during such notice period.

In the event that employees are required to be laid  
94 off due to an Act of God, the Company will not be required to  
give the employees affected, five (5) days notice of layoff.

**7.12** The Chairman of the Union Grievance Committee  
95 shall be given the opportunity to review all contemplated  
cases of layoff or transfer due to a reduction of force before  
such moves are made effective.

**7.13** (a) An employee in an excluded office position who  
formerly occupied a position now included in the bargaining  
unit may be returned to the bargaining unit for any reason.  
96 On his return he shall be credited with the seniority he had at  
the time he transferred from the bargaining unit and shall be  
required as a condition of such return to contribute to the  
Union by authorized payroll deduction the equivalent of current  
monthly Union dues, such deductions to commence with  
the first regular monthly deduction of Union dues following  
such return. Employees so returning will do so under the  
conditions outlined in Sections 7.04 and 7.05 of this Agreement.

(b) Employees in excluded office positions at Chatham  
Plant who were never employed in a position covered by the  
97 bargaining unit may only enter the bargaining unit under the  
conditions applying to new employees.

(c) These provisions shall not apply to Managerial  
98 and Excluded employees where the employee has been in a  
managerial or an Excluded position for a period exceeding  
six (6) months.

(d) Employees entering the bargaining unit for the  
first time from any other operation of the Company shall not  
be given credit for such service seniority purposes except by  
mutual agreement. However, when an employee was trans-  
99 ferred from the office unit to the shop bargaining unit rep-  
resented by Local 127 and is later retransferred to the office  
unit, he shall receive credit for all service in both units for  
seniority purposes.

**7.14** The Company will keep an up-to-date department  
100 seniority list available in the Employment Office for the in-  
formation of Union representatives.

- 7.15** The Company will furnish to the Chairperson every 60 days six (6) copies of an up-to-date office-wide seniority list.
- 101 (a)
- 102 (b) The Company shall post one (1) updated office-wide seniority list on the main bulletin board.
- (c) The Company will furnish the Office Chairperson, weekly, a list of all new employees, together with the names of employees recalled, transferred, or who leave the employ of the Company for any reason.
- 103
- (d) The Company will furnish to the Union on request, a list containing the names and addresses, as shown on the Company records, of all employees covered by the contract on the active employment rolls of the company. The union will take adequate measures to ensure that such information is treated in a confidential manner and is disclosed only to those Union officials whose duties require this information.
- 104

**7.16** When a vacancy or new position occurs in any office department, at other than the annual vacation shutdown period, the following procedure will be used to fill the position:

105

- (1) Employees may apply for a classification(s) within their own department, change departments, or apply for a specific classification within another department, by submitting a "Departmental Transfer Request". Employees who submit a "Departmental Transfer Request" may specify a specific department, departmental section, shift, or classification.
- 106
- (2) Employees may submit and retain a maximum of six (6) "Departmental Transfer Requests" on file at any one time.
- 107
- (3) Applicants who submit more than one (1) "Departmental Transfer Request" may designate their preference on such forms
- 108
- (4) Employees may withdraw any or all "Departmental Transfer Requests" and consequently re-submit new requests.
- 109



110 (5) At the point an employee is accepted on a “Departmental Transfer Request”, all outstanding “Departmental Transfer Requests” will be removed from the system. This does not restrict the employee’s right to re-submit.

111 (6) If there are no applicants for the position, the Company will discuss the situation with the Union Chairperson.

112 (7) There will be an annual purge of all Departmental Transfer Requests on file every January 1st, which will be returned to the initiating employee.

113 (8) **Whenever a job not currently listed in the collective agreement is introduced for the first time, it will be posted for twenty-four (24) hours prior to selection.**

This shall not apply, however, where an employee is upgraded in the same position classification within a department.  
114 Applications from probationary employees will only be considered at the discretion of the Company.

Except where this section says otherwise, seniority shall govern in the filling of such vacancies in the bargaining unit where the applicant has the capability to perform the duties of the position in a satisfactory manner. If however,  
115 the position is filled by an employee having less seniority than other applicants for the position, the chairman of the Union Negotiating Committee shall be informed of the reason for such selection.

The exceptions are:

116 (a) The Company will consider employee applications for but shall not be obliged to accept an application to fill any vacancy by making a lateral move in Position Grade Seven (7) between departments if a lateral move has been made from the applicant’s department in Position Grade (7) within three (3) months prior to the date of the selection of the successful applicant for the vacancy. When the initial vacancy is filled by a lateral move and other vacancies are created in the process, all the other vacancies shall be filled by employees moving up from a lower grade.

117 (b) When an employee has been accepted for a position Grade Six (6) or higher the Company shall not be obliged to consider his application for another position until he has worked in the position for which he has been accepted at least three (3) months from the date of his last entry into that position.

(c) Management shall have the sole right to determine who shall be assigned to the following (6) position classifications:

- 118 Principal Engineering Specification Compiler  
Principal Material Scheduling Clerk  
Buyer I  
Data Services Coordinator  
Quality Control Planner  
Coordinator General Accounting

119 (d) In order to have sufficient time to secure and train new employees, as well as to train transferred employees, the Company may retain an employee on his then prevailing position for a reasonable period of time. In case of successive chain moves requiring not more than three (3) postings in sequence, this period will not exceed two (2) weeks from the date the selection is made to fill the first vacancy. When four (4) or more postings in sequence are required in a chain move, such period will not exceed three (3) weeks. This period of time may be extended by agreement of the Company and the Union.

120 The employee's rate of pay and Automatic Progression for the new position will become effective on the date he actually reports to the new position, however, if he is not moved within the time limit set out above, the employee will be paid the new rate, and placed into the Automatic Progression Schedule effective on the first day after the time limit expires.

121 (e) When a selection has been made, the Company shall post the name of the successful applicant as well as the names of all other applicants on the main bulletin board within three (3) working days from the time of selection.

(f) Where a dispute arises as to the ability of an applicant to perform the work, he shall be allowed up to ten (10) days (80 continuous hours) under normal instruction in which to prove such capability, provided he has some related experience.

**7.17** Employees excluded from the bargaining unit shall not perform work of employees covered by this Contract, except for purposes of instructing employees or in cases of emergency but in no event will employees of the unit thereby suffer loss of working time or regular earnings.

Progressive students and University undergraduates receiving special training for technical or supervisory positions may be assigned without regard for seniority to perform work that is of a like nature to that of employees covered by this Agreement as part of their training provided the number of such trainees does not exceed six (6) at any one time. However, no employee in the bargaining unit will be laid off, suffer a financial loss, or be transferred to a lower graded position by reason of the employment of such trainees.

The Chairman of the negotiating committee shall be notified of the name of the trainee(s) and the anticipated duration of the assignment.

**7.18** In the event of transfer of any Chatham office operation to another location, employees will be given the opportunity to transfer to the other location in line with seniority and ability. Such a transfer shall be subject to conditions of employment existing at the other location except that the employee's service with the company shall be retained at the other location.

**7.19** If a job, or the greater part of that job, is moved to another department, the employee will be given the option to transfer directly with the job to the new department or exercise contractual rights in the present department as per the provisions of Section 7.04.

**7.20** Whenever inventory is taken (except during the vacation period), no employee shall be laid off for lack of work resulting from the cessation of operations in his department for the purpose of taking inventory.

**7:21** Employees in either the 'A' or 'B' unit will be given consideration for placement on unfilled jobs within the other unit, after all seniority rights as specified in this Article have been exhausted within that unit in which the unfilled job occurs. Employees who are transferred from one seniority unit to the other shall begin to accumulate seniority in their new unit at the time of transfer but will continue to accumulate seniority in their prior unit. Seniority once accumulated in a unit cannot be lost in that unit as a result of subsequent transfers between units.

**ARTICLE VIII  
HOURS OF WORK, OVERTIME POLICY  
AND HOLIDAYS**

**8.01** The regular working schedule shall be Monday to Friday inclusive. The normal working hours for employees covered by this Agreement shall be eight ( 8 ) hours per day and forty (40) hours per week.

The regular daily work hours shall be as follows:

**FIRST SHIFT**

7:00 a.m. to 3:30 p.m.  
8:00 a.m. to 4:30 p.m.

**SECOND SHIFT**

3:30 p.m. to 12:00 a.m.  
4:15 p.m. to 12:15 a.m.  
4:30 p.m. to 12:30 a.m.

**THIRD SHIFT**

12:00 a.m. to 8:00 a.m.  
12:00 a.m. to 8:30 a.m.

The present schedule of department working hours which do not conform to the regular working hours as set forth herein, shall be continued.

However, the Company shall have the right to establish or change regular five-day, shift operations, outside the regular working hours, and will, prior to each case fully discuss the same with the Chairperson to resolve any problem which may result.

An employee who is required to work a straight eight  
133 (8) hour shift will be paid for an eighteen (18) minute lunch  
period.

For the purpose of computing time worked in excess  
of eight (8) hours in any one day, a day shall consist of twenty-  
four (24) consecutive hours from the time an employee begins  
134 the shift in which the work is performed. No employee will be  
paid overtime twice for the same hours.

The Company will put the total number of regular  
and the total number of overtime hours on an employee's  
135 pay cheque stub, also showing grievance and short work  
week earnings and accumulative totals on earnings, U.I.C.,  
C.C.P., Income Tax and Union Dues.

**8.02** Overtime premium equal to one-half their regular  
salary rate computed on an hourly basis will be paid to em-  
ployees for all hours worked or paid for in excess of eight (8)  
in a shift and for all hours worked on Saturday, and premium  
136 equal to their regular salary rate for all hours worked on  
Sunday which premium shall be in addition to the employee's  
regular salary rate. The provisions of this section will not  
apply where an employee's regularly scheduled shift either  
extends up to one-half (1/2) hour into Saturday, or commences  
up to one-half (1/2) hour on a Sunday. Those particular one-  
half (1/2) hour periods, either prior to or subsequent to the  
day of the shift, shall be paid for at the rate payable for the  
main portion of the shift. Employees will not be paid for  
overtime work which has not been authorized by the Depart-  
ment Head. The cost-of-Living Allowances shall be taken into  
account in computing overtime rates where applicable under  
the provisions of Article 8.

**8.03** Each employee on the seniority list and currently in  
active service who performs no work on one of the following  
137 holidays shall be entitled to receive his current salary rate  
including shift bonus but excluding overtime.

**1988:**

**Good Friday— Friday, April 1, 1988**  
**Victoria Day— Monday, May 23, 1988**

Canada Day — Friday, July 1, 1988  
Civic Holiday — Monday, August 1, 1988  
Labour Day — Monday, September 5, 1988  
Thanksgiving Day — Monday, October 10, 1988

1989:

Good Friday — Friday, March 24, 1989  
Victoria Day — Monday, May 22, 1989  
Canada Day — Monday, July 3, 1989  
Civic Holiday — Monday, August 7, 1989  
Labour Day — Monday, September 4, 1989  
Thanksgiving Day — Monday, October 9, 1989

1990:

Good Friday — Friday, April 13, 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

138 If an employee is absent because of a personal disability and is eligible for Disability Insurance Benefits or Workmen's Compensation Benefits for the designated holiday and is also eligible for full salary continuation, he will be paid any difference between such benefits and pay for such designated day.

139 Should government legislation compel observance of a holiday not designated herein, that holiday shall be substituted for an existing designated holiday, (other than a legislated holiday).

**CHRISTMAS HOLIDAY SCHEDULE**

|                  | F         | S         | S         | M         | T         | W         | T         | F         | S         | S         | M         | T        | W        | T        | F        | S        | S        | M        |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|
| <b>1988-1989</b> | <b>23</b> | <b>24</b> | <b>25</b> | <b>26</b> | <b>27</b> | <b>28</b> | <b>29</b> | <b>30</b> | <b>31</b> | <b>1</b>  | <b>2</b>  | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
|                  | W         | -         | -         | H         | H         | H         | H         | H         | -         | -         | H         | W        | W        | W        | W        | -        | -        | W        |
| <b>1989-1990</b> | <b>22</b> | <b>23</b> | <b>24</b> | <b>25</b> | <b>26</b> | <b>27</b> | <b>28</b> | <b>29</b> | <b>30</b> | <b>31</b> | <b>1</b>  | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
|                  | W         | -         | -         | H         | H         | H         | H         | H         | -         | -         | H         | W        | W        | W        | W        | -        | -        | W        |
| <b>1990-1991</b> | <b>21</b> | <b>22</b> | <b>23</b> | <b>24</b> | <b>25</b> | <b>26</b> | <b>27</b> | <b>28</b> | <b>29</b> | <b>30</b> | <b>31</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> |
|                  | W         | -         | -         | H         | H         | H         | H         | H         | -         | -         | H         | H        | W        | W        | W        | -        | -        | W        |

W- Work Day  
H- Designated Holiday

For any work performed on the day of observance of any of the designated holidays an employee shall be paid at  
140 double his regular rate of pay computed on an hourly basis, which will be in addition to his regular salary.

This provision will not apply where an employee's regular scheduled shift either extends up to one-half (1/2) hour into such days, or commences up to one-half (1/2) hour on such days. Those particular one-half (1/2) hour periods,  
141 either prior to or subsequent to the day of the shift, shall be paid for at the rate payable for the main portion of the shift.

The same designated holidays as negotiated by Local 127 in **1990 and 1991** will apply to all employees in Local  
142 35. The Company will not be obligated for any holiday(s) that may fall beyond the duration of the Local 35 Chatham Plant Agreement.

**8.04** An employee who is laid off for any reason in the first, second, third or fourth workweek prior to the week in which the Christmas Holiday Period begins shall receive pay for  
143 each of the holidays in the Christmas Holiday Period providing such employee worked in the week in which the layoff occurs.

An employee who is laid off for any reason in the fifth, sixth or seventh workweek prior to the week in which the Christmas Holiday Period begins, shall receive pay for one  
144 half of the holidays in the Christmas Holiday Period, providing such employee worked in the week in which the layoff occurs.

However, an employee's failure to perform work during  
145 the week in which the layoff occurs shall be excused if due to one of the following reasons:

- (1) A personal injury arising out of and in the course of employment with the Company, provided such injury has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday.  
146
- 147 (2) Jury service.
- 148 (3) Witness in court.
- 149 (4) Scheduled vacation.



- 150 (5) A temporary condition of no work available due to such causes as material shortages or trouble with machines or equipment but not including cases of separation from the payroll.
- 151 (6) An employee reporting for work on one of his regularly scheduled work days is sent home because no work is available.
- 152 (7) In the case of an accredited representative of the Union, if such failure to work is due to negotiating labour contracts with Management, attending meetings, or otherwise carrying on the legitimate duties of Union representatives provided that in any such case the Management shall have been notified in writing not later than the day prior to such absence and the employee has not been absent from work for more than thirty (30) calendar days prior to the holiday.
- 153 (8) Absenteeism of an employee by reason of his confining illness, provided such illness has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday. Computation of the thirty (30) calendar day period shall begin with and include the first day of absence from work which he would be scheduled to perform but for his illness. In the event the thirty first (31st) calendar day is a holiday, the employee shall be eligible for holiday pay. Reasonable excuse for such absenteeism shall be established by a statement from the attending physician of such person.
- 154 (9) Leave of absence granted to militiamen for purposes of service in the militia, for required military encampment, training duty, or emergency duty, provided such absence has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday.
- 155 (10) Absenteeism by reason of bereavement as set forth in Article 8.10.

**8.05** Effective the effective date of this Contract, an employee performing work during second — or third-shift hours

156 will be paid six percent (6%) over and above his current  
salary rate, but such premium shall not be taken into account  
in computing overtime remuneration.

A 2nd shift is defined as any shift commencing between  
157 12:00 p.m. noon and 8:00 p.m. inclusive.

A 3rd shift is defined as any shift commencing between  
158 8:01 p.m. and 4:00 a.m. inclusive.

**8.06** (a) To the extent possible, the Company shall give  
forty-eight (48) hours notice of overtime to employees. The  
Company agrees that in cases of overtime in any department,  
159 the overtime will be equitably divided among the employees  
in the department who normally perform the work. However,  
employees must be qualified to do the work required.

(b) An employee transferred to a department through a  
job advertisement or reduction procedures will be credited  
with the overtime hours equal to the greatest amount then  
160 credited to an employee in the same normally performing  
group in the department.

(c) Employees at work at time of selection will be  
161 credited with the number of hours worked or refused.

**(d) All credited overtime hours will be reset to  
zero on the first regular workday following ratification of  
162 this contract and thereafter annually on the first regular  
workday in January.**

**(e) A standardized format will be used to record  
overtime. The records will be updated weekly and  
visibly posted in the Supervisor's office or work area.**

**8.07** Employees required to work overtime will, to the  
extent possible, be given twenty-four (24) hours' advance  
notice of such assignment. If notified they will be expected to  
provide their own supper. If such notification is not given, a  
164 supper allowance of **\$3.00** will be paid if the period of overtime is  
more than two hours. The **\$3.00** supper allowance payment  
will be made to the employee within three (3) working days  
following the overtime, whenever it is reasonably possible to  
do so.

**8.08** An employee who has left the Plant premises and returnstoworkatthe requestofthe Companyat a time when  
165 he is not scheduled to work will receive his straight time  
hourly rate and any applicable overtime or premium pay for  
time worked. If the assignment requires less than four (4)  
hours to complete, he may go home after its completion and  
will be paid at the straight time rate for the difference be-  
tween the time required to complete the work and four (4)  
hours.

**8.09** For tardiness beyond the five minutes from the regular  
166 starting time, an employee's salary will be deducted in in-  
crements of one (1) minute.

**8.10** (a) When death occurs in his immediate family, i.e.,  
spouse, parent or stepparent, parent or stepparent of current  
spouse, child or stepchild, **son-in-law or daughter-in-law**  
grandchild, brother or stepbrother, sister or stepsister, grand-  
167 parent, or grandparent of a current spouse, an employee  
with at least two (2) months' seniority service shall on request  
be excused with pay for any three (3) normally scheduled  
days of work (or for such fewer days as the employee may be  
absent) during the three (3) days immediately following the  
date of death (excluding Saturday and Sunday) provided he  
attends the funeral.

In the event the body of a member of the employee's  
immediate family as above defined is not buried in the con-  
tinent of North America, solely because the cause of death  
168 has physically destroyed the body or the body is donated to  
an accredited North American hospital or medical centre for  
research purposes, the requirement that the employee attend  
the funeral will be waived. After making written application  
therefore, the employee shall receive pay for any scheduled  
days of work for which he is excused (excluding Saturday  
and Sunday).

Under no circumstances will an employee be entitled  
169 to more than three (3) days bereavement pay.

(b) In the case of a death of a brother or sister of a  
current spouse, the employee may be absent one (1) day  
170 with pay, if he attends the funeral.

(c) In the case of the death of a parent of an employee where the distance prevents attendance at the funeral, the employee will be allowed (1) day with pay on the day of the funeral, provided satisfactory evidence is submitted.

(d) Pay shall be calculated on the basis of his current rate for the pay period preceding the date of absence.

**(e) In relation to this section, when a death occurs in the employee's immediate family while the employee is on a week(s) of vacation, he/she may elect to re-schedule those vacation day(s) equal in number to that of the allowed bereavement as provided for in this section. Such absence if elected will be considered casual absence and deducted from the employee's remaining yearly allotment as specified in Letter No. 13. The re-scheduled date(s) must be mutually agreed to by the employee and area supervisor.**

**8.11** An employee shall be excused from work on a work day on which he performs jury service or (Including Coroner's Juries) is subpoenaed and reports for witness service in a court of record, or who reports for pre-jury duty examination by the Court or administrative governmental agency, provided he gives prior notice to his Supervisor. Such witness service shall include that performed on his own behalf, but shall exclude that resulting from service with another employer.

An employee shall be permitted to work part time outside his regular jury or witness service if the nature of his work is such as will permit this practice.

An employee who is excused for jury or witness service and who furnishes the Company with a statement from the court with regard to jury pay or witness fees received for the time spent on jury or witness service on a regularly scheduled work day, will be reimbursed by the Company as follows

An employee who performs jury or witness service will be paid the difference between jury pay or witness fees (Excluding itemized meal and travel allowances) and his regular wages for his regular shift.

An employee who performs jury or witness service and works on the same work day will be paid the difference, if

178 any, between his actual earnings for the day plus the jury pay  
or witness fees (Excluding itemized meal and travel allowances)  
and his regular wages for his regular shift.

179 An employee who is called for jury service, responds  
to the call and loses time from work but is not accepted for  
jury service, will receive an amount equal to his regular wages  
for such time lost on his regular shift, provided he returns to  
his job promptly would be able to perform at least two (2)  
hours of work on his regular shift. The requirement to return  
to his job promptly shall not apply to an employee who responds  
to the call for four (4) or more hours in a given day, regardless  
of whether or not he loses time from work.

180 For purposes of this Article, regular wages shall be  
the employee's straight time earnings for the shift, using the  
employee's hourly rate. In addition, night shift bonus will be  
paid, if applicable.

#### ARTICLE IX VACATIONS

181 **9.01** All employees covered by this Agreement shall be  
afforded vacations as follows

182 (a) **An employee who has established the required  
service indicated in Column 1 by September 30  
of the current year and who has at least nine hundred  
(900) compensated hours to his credit during the  
vacation work year (June 1 to May 31) will receive  
a vacation and vacation pay as shown in Column 2  
and 3 of the Schedule shown below, based on  
such required service.**

183 In the event there are insufficient days remaining in  
the year in which to take any or all the vacation to which  
he/she is entitled under this section, he/she shall receive  
vacation money in lieu of that portion of his/her vacation  
which he/she has been unable to take by the end of the  
calendar year.

| COLUMN 1<br>Length of Service           | COLUMN 2<br>Length of Vacation  | COLUMN 3<br>Full Vacation Pay | COLUMN 4<br>% of Earnings |
|---|---|-------------------------------|---------------------------|
| 6 months but less than 1 year           | 1 week  | 1 times weekly rate           | 4% ●                      |
| 1 year but less than 3                  | 2 weeks   | 2 times weekly rate           | 4% ●                      |
| <sup>184</sup> 3 years but less than 10 | 3 weeks   | 3 times weekly rate           | 6% e                      |
| 10 years but less than 20               | 4 weeks   | 4 times weekly rate           | 8% e                      |
| 20 years or more                        | 4 weeks plus one week's vacation or one week's pay, or the applicable percentage thereof, in lieu of vacation.* | 5 times weekly rate           | 10% ●                     |

\* e

●

●

● Excludes overtime premium, but includes Cost-of-living allowance and shift bonus paid at the time the vacation is taken.

\* One week of vacation or vacation money in lieu of vacation is at the employee's option; the election must be made by March 31st of each calendar year.

Employees eligible for vacation per the above will also be entitled to an additional twenty (20) hours of vacation, which may be taken in prescheduled four (4) hour increments.

(b) Vacation pay will be based on the regular salary in effect on the date immediately prior to the employee leaving on vacation, including Cost-of-Living allowance, and shift bonus, if applicable.

A vacation for an employee who does not have nine hundred (900) compensated hours to his credit in the vacation work year will be as shown in Column 2, but vacation pay will be calculated on the applicable percentage of earnings as shown in Column 4, but in no event shall be less than required under provincial law. Lost time which is paid for will be counted as time worked for the purpose of determining the basis of vacation pay.

(c) Employees having ten (10) or more years of vacation service by September 30 of any current calendar year and who were active in service during some part of the vacation work year, but who were unable to work a total of 900 compensated hours because of absence due to extended illness or injury, will be paid full vacation pay based on their entitlement under Section 9.01.

(d) The vacation period for office employees must necessarily conform as closely as possible to the vacation period for factory employees. Consequently employees entitled to vacation of two or three weeks will be required to take their vacation during the designated plant vacation shut-down period unless their duties specifically require otherwise. The Company will post vacation shutdown dates for the two or three-week period

(July, August) no later than January 15 of each year. Employees entitled to more than three (3) weeks' vacation may take such additional vacation at any time which can be agreed upon between the employee and his Department Head, but such period must conform to the needs of the business. Due consideration will be given to seniority in assigning vacation schedules where practical. Vacations will not be assigned in periods of less than one week (with the exception of the additional twenty (20) hours specified in paragraph 187), nor will they be granted after the end of the year in which the employee qualified for such vacation. Subject to the prior approval of the Department Manager or his nominee, an employee, with four (4) weeks or more of vacation entitlement, will be permitted to take the fourth week (and the fifth week, if so entitled) in prescheduled, four-(4) hour increments

192 If after having identified his vacation time for his additional weeks, an **employee desires to alter his** vacation, he shall be given the choice of open **weeks during which** his services can be spared. In no such event shall he have the right to displace another employee from his vacation time.

193 Employees who have entered a new department will be notified of the necessity to change their scheduled vacation no later than four (4) weeks prior to the scheduled vacation or at the time they enter the department if less than four (4) weeks.

194 (e) An employee who qualifies for a vacation and whose employment is terminated for any reason before the vacation is taken will be paid the vacation money due at the time of termination. Likewise, in case of death, any unpaid vacation money will be paid to the estate of the deceased employee.

195 (f) Vacation pay may be drawn in advance on the day preceding the employee's vacation.

(g) When any one of the designated holidays referred to in Article VIII falls within an employee's regular vacation



- 196 period he will be entitled to an extra day's vacation to  
be taken immediately prior to or following his regular  
vacation or at some other time upon agreement with  
his superior.
- (h) In the event an employee experienced a death in the  
immediate family (as covered in 8.10 (a) ) prior to the  
end of the employee's shift on his last scheduled work  
197 day and prior to any scheduled week(s) of vacation  
(other than a vacation scheduled under Sub-section  
9.01 (a), the employee upon verification of such death  
may at his request cancel the scheduled week(s) of  
vacation. Such cancelled vacation will be rescheduled  
under the above provisions for a subsequent week of  
weeks in the year if possible.
- (i) No employee will be penalized in connection with his  
vacation attendance record for any days lost as the  
198 result of an injury arising out of or in the course of his  
employment with the Company, provided the employee  
has worked sometime in that same vacation work  
year. No employee will be penalized in connection  
with his vacation attendance record for days lost due  
to temporary layoffs caused by strikes or other inter-  
ruptions to production of a temporary nature where the  
employee is not formally separated from the payroll.
- (j) Eligible employees who schedule their vacation at the  
start of the calendar year immediately following a Christ-  
199 mas shutdown, for retirement purposes, do not have  
to work in the calendar year to qualify for such vacation  
pay.
- (k) An employee who is entitled to less than a full  
200 week of vacation money will be entitled to schedule,  
in accordance with the provisions of this Article,  
full days of vacation up to a full week of vacation  
for such partial week. All such days beyond that  
which are unpaid shall be considered as authorized  
absence from work.
- (l) Vacation pay for an employee other than referred  
to in Section 10.05 whose service is terminated or

201 who is laid off prior to the end of the vacation work year and who has not at least 900 compensated hours to his credit during the vacation work year will be made on the basis of the respective percentage of earnings during the vacation work year depending on his service as detailed in Section 9.01. An employee whose service is terminated after May 31 of a current year and prior to having taken his vacation and who has at least 900 compensated hours during the vacation work year to his credit will be paid full vacation pay based on his entitlement under Section 9.01.

An employee who is laid off because of no work and has at least 900 compensated hours during the vacation 202 work year to his credit will be paid in full vacation pay based on his entitlement under Section 9.01.

An employee who terminates service or is laid off because of no work after June 1 of any calendar year and 203 prior to his vacation period will receive vacation pay in cash for the expired vacation work year and for that portion of the new vacation work year beginning June 1 during which he was employed. This vacation payment will be paid at the start of the vacation shutdown period, or no later than August 1st.

A vacation payment made to an employee under this section shall not be considered as extending the em- 204 ployee's period of service beyond the 1st day he performs work for the company.

This vacation plan shall not change vacation service credits compiled on the basis of former plans. Service for this plan shall be the same as service for seniority purposes, 205 as provided in Section 7.07 and 7.09 and continuity of vacation service shall be considered broken under the conditions outlined in Section 7.07(1) subsections (a) through (j) inclusive.

#### ARTICLE X SALARY AND COST OF LIVING

(a) 10.01 Effective February 29, 1988 the weekly salary 206 rate range shall be increased as follows:

206 (b) After the application of the general salary increase above, a special increase of (\$16.00) sixteen dollars will be added to the salary rate range for salary grades ten and above.

207

| SALARY GRADE | MAXIMUM |
|--------------|---------|
| 1            | \$6.65  |
| 2            | 6.85    |
| 3            | 7.10    |
| 4            | 7.35    |
| 5            | 7.65    |
| 6            | 8.10    |
| 7            | 8.48    |
| 8            | 8.92    |
| 9            | 9.51    |
| 10           | 10.13   |
| 11           | 10.83   |
| 12           | 11.54   |
| 13           | 12.32   |

208 (c) Effective February 27, 1989 a general salary increase of ten dollars (\$10.00) will be added to the salary rate range for each classification.

209 (d) Effective the first pay period on or after March 5, 1990, a general salary increase of ten dollars (\$10.00) will be added to the salary rate range for each classification.

210 (e) Effective February 29, 1988, one dollar and forty-six cents (\$1.46) per hour (\$58.40 per week) shall be transferred from the former cost-of-living allowance (\$2.11) and shall be added to each employee's weekly salary rate.

211 (f) The special adjustment of sixty cents (.60¢) provided in 10.02 (e) (3) of the 1985 Agreement shall continue to be added to the Cost-of-Living allowance. Effective February 27, 1989 special adjustment of sixty cents (60¢) shall be deducted from the Cost-of-Living Allowance and shall be added to the salary rate range for each classification.

212 (g) These salary adjustments have been incorporated into the salary schedules as shown in Appendix A, B, and C attached hereto.

10.02 COST-OF-LIVING ALLOWANCE

213 (a) The cost-of living allowance provided herein shall be paid to each employee for each hour for which he is paid. The cost-of-living allowance shall be included in computing vacation pay, holiday pay, call-in-pay, bereavement pay and jury duty pay.

214 The cost-of-living allowance to be paid on vacation hours shall be the allowance which is applicable at the time the vacation pay is calculated in accordance with the provisions set forth in Article IX.

215 The cost-of-living allowance shall not be added to the salary rate of any position grade but only to each employee's straight time earnings.

216 (b) Effective with the adjustment scheduled for May 6, 1985, the cost-of-living allowance will be based exclusively on the Consumer Price Index published by Statistics Canada (1981 = 100) adjusted to a (1969 = 100) base in accordance with the Letter of Understanding signed by the parties. Continuance of the cost-of-living allowance shall be contingent upon the availability of the Indexes in their present form and calculated on the same basis as the Index for February 1985, unless otherwise agreed upon by the parties. If Statistics Canada change the form or the basis of calculating the Index, the parties agree to ask Statistics Canada, to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for May 6, 1985.

217 (c) Adjustments during the period of this Agreement shall be made at the following times:

Based upon the three month average of  
 Effective Date the Consumer Price Index  
 Of Adjustment for:  
 First pay period  
 beginning on or  
 after:

|                     |                                |
|---------------------|--------------------------------|
| <b>May 1, 1988</b>  | <b>Jan., Feb., Mar. 1988</b>   |
| <b>Aug. 1, 1988</b> | <b>Apr., May, June 1988</b>    |
| <b>Nov. 1, 1988</b> | <b>July, Aug., Sept., 1988</b> |
| <b>Feb. 1, 1989</b> | <b>Oct., Nov., Dec., 1988</b>  |
| <b>May 1, 1989</b>  | <b>Jan., Feb. Mar., 1989</b>   |
| <b>Aug. 1, 1989</b> | <b>Apr., May, June, 1989</b>   |
| <b>Nov. 1, 1989</b> | <b>July, Aug., Sept., 1989</b> |
| <b>Feb. 1, 1990</b> | <b>Oct., Nov., Dec., 1989</b>  |
| <b>May 1, 1990</b>  | <b>Jan., Feb., Mar., 1990</b>  |
| <b>Aug. 1, 1990</b> | <b>Apr., May, June, 1990</b>   |
| <b>Nov. 1, 1990</b> | <b>July, Aug., Sept., 1990</b> |
| <b>Feb. 1, 1991</b> | <b>Oct., Nov., Dec., 1990</b>  |

**10.02 Effective May 1, 1988** and for any period thereafter  
 218 (d) as provided in Section 10.02 (c) the cost-of-living allow-  
 ance shall be in accordance with the following table.

| Three Month Average<br>Consumer<br>Price Index | Cost-of-Living<br>Allowance |
|--|-----------------------------|
| <b>351.7 – 351.9</b>                           | <b>. 0¢</b>                 |
| <b>352.0 – 352.1</b>                           | <b>.01¢</b>                 |
| <b>352.2 – 352.4</b>                           | <b>.02¢</b>                 |
| <b>352.5 – 352.7</b>                           | <b>.03¢</b>                 |
| <b>352.8 – 352.9</b>                           | <b>.04¢</b>                 |
| <b>353.0 – 353.2</b>                           | <b>.05¢</b>                 |
| <b>353.3 – 353.4</b>                           | <b>.06¢</b>                 |
| <b>353.5 – 353.7</b>                           | <b>.07¢</b>                 |
| <b>353.8 – 354.0</b>                           | <b>.08¢</b>                 |
| <b>354.1 – 354.2</b>                           | <b>.09¢</b>                 |
| <b>354.3 – 354.5</b>                           | <b>.10¢</b>                 |

|                      |             |
|----------------------|-------------|
| <b>354.6 – 354.7</b> | <b>.11¢</b> |
| <b>354.8 – 355.0</b> | <b>.12¢</b> |
| <b>355.1 – 355.3</b> | <b>.13¢</b> |
| <b>355.4 – 355.5</b> | <b>.14¢</b> |
| <b>355.6 – 355.8</b> | <b>.15¢</b> |

and so forth with 1¢ adjustment for each 0.26 change in the Average Index and will calculate in accordance with the Letter of Understanding signed by the parties.

219 (2) In determining the three-month average of the Indexes for a specific period the computed average shall be rounded to the nearest 0.1 index point.

220 (3) For each adjustment during the **twelve** three-month periods beginning **May 1, 1988** and ending **February 1, 1991** in which an increase in the cost-of-living allowance shall be required according to the above table, the amount of the increase so required in each three-month period shall be reduced by **one cent (1¢)**. However, there shall be no reduction as provided herein in any three-month period in which the cost-of-living allowance required by the table is equal to or less than the amount of the cost-of-living allowance provided by the table in the preceding three-month period. Following the adjustment for the three-month period beginning **February 1, 1991**, the total sum reduced during the **twelve** periods shall be subtracted from the cost-of-living allowance table and the table shall be adjusted so that the actual three-month average Consumer Price Index equates to the allowance actually paid during the period beginning **February 1, 1991**.

221 (e) (1) In the event Statistics Canada does not issue the appropriate Indexes on or before the beginning of one of the pay periods referred to in Section 10.02 (c), any adjustment in the allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after the receipt of the Indexes.

222 (2) No adjustment retroactive or otherwise shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance shall have been determined.

223 **10.03** The Company shall classify all employees in the proper position classification consistent with the assigned duties and responsibilities of each individual employee or group of employees and the appropriate position description.

224 The Company shall determine the employee's salary rate within the established rate range for the position classification to which he is assigned.

225 When an employee is assigned to a new or different position he will be informed in advance of the rate of pay and position grade for such position.

226 **10.04** The Company agrees to furnish the Union with a copy of the position description covering every position in the bargaining unit the position grade into which such position in the bargaining unit the position grade into which such position falls and this shall constitute the salary classification book for Local 35. Also to keep the Union informed of any changes.

227 The Company also agrees to furnish the Union with a list of all employees in the bargaining unit showing their position title and grade and to keep the Union informed of any changes.

228 **10.05** For the purpose of determining when an employee shall be entitled to be advanced to the next higher salary rate on a service basis, service will begin with the effective date of employment or promotion, whichever is the latest. Such service will be broken if an employee quits, is discharged, fails to return when recalled following layoff, or fails to return after termination of a leave of absence, furlough or vacation, in accordance with the provisions of Section 7.07. Such an employee if re-employed will be regarded as a new employee for the purposes of applying this section, and his service will commence from the date he is re-employed.

In an attempt to foster harmonious relations, the company and the union will endeavour to resolve position disparities prior to referring the matter to the grievance procedure.

Where an employee is away from work by reason of a layoff, furlough, leave of absence or an extended physical disability exceeding thirty (30) consecutive days in anyone service period required for automatic increases, such time off will be deducted in applying the automatic adjustment in salary. Absences of thirty (30) days or less for these reasons will not be deducted in acquiring service for automatic increases, but all absence as the result of a strike of employees represented by Local 35 C.A.W. will be deducted.

**10.06** It shall be the function of the Company to make the determination of the classification of a position as to a position grade according to the work performed and the job content or job description. Should any grievance arise as to whether an employee is properly classified based on the established occupational description and the employee's duties as provided for in Section 10.03, paragraph one, such a matter shall constitute a grievance to be handled in accordance with the grievance procedure contained herein.

This section provides for arbitration of the following issues:

1. An employee's claim that he is improperly classified based on the established occupational description.
2. An employee's claim that he is assigned to and performing duties in addition to those provided for in his occupational description.
3. An employee's claim that he is performing a set of duties which are not described in any existing occupational description; i.e. that no appropriate classification exists covering the duties of the occupation.

**10.07** (a) Temporary assignments shall not exceed three (3) weeks following the week in which said assignment commences, or at the commencement of such assignment where it coincides with the start of the payroll week, unless extended by agreement between the company and the local union,



provided, however, that the temporary assignment of an employee who is replacing an employee on vacation may be for the period of the replaced employee's vacation.

(b) When an employee is temporarily assigned (not reclassified) to work in a classification in the same or lower salary grade he shall be paid his salary rate for his classification for the time involved.

(c) When an employee is temporarily assigned (not reclassified) to work in a classification in a higher salary grade he/she shall be paid as follows for the total period of the temporary assignment

(1) If he is temporarily assigned to work in a classification which he previously held, he shall be paid the salary rate he last received in such classification, adjusted to reflect any intervening changes in the salary level of such classification, or his salary rate for his classification, adjusted by a **fifteen (\$15.00)** per week temporary assignment increase, whichever is higher.

(2) If he is temporarily assigned to work in a classification which he has not previously held, he shall be paid the minimum of the salary range applicable to such higher classification, or his salary rate for his classification, adjusted by a **fifteen (\$15.00)** per week temporary assignment increase, whichever is higher.

**10.08** If as a result of reduction in force an employee with seniority rights is transferred to a lower graded position, such employee shall receive his then current salary if such rate does not exceed the maximum rate established for the position. However, if his current rate exceeds such maximum, the maximum rate will apply.

A probationary employee transferred to a lower rated position for any reason shall receive the minimum salary of the position grade to which transferred.

If after having been transferred to a lower rated position as a result of a reduction of force an employee is transferred within a period of six months to a higher rated position which is equivalent to or the same as his position before the reduction, the employee shall be restored to the salary rate paid to him prior to the reduction, or he shall

continue to receive his then current rate, whichever is higher. If such return to the higher rated position occurs after a period exceeding six months the salary to which the employee is restored on the above basis shall not exceed the maximum of the rate range of the new position grade. The promotional increase provisions of Section 10.10 of this Article shall not apply under the specific circumstances set forth above.

**10.09** An employee will be considered to be demoted when reclassified to a position in a lower position grade. When an employee is demoted for reasons other than a reduction of force he will be paid a salary within the salary range for such lower grade at least equal to the relative position he occupied in the grade from which demoted.

An employee voluntarily requesting a demotion for personal reasons, and consented to by the Management, will retain his current salary, but not to exceed the maximum rate of the new position grade.

**10.10** An employee will be considered to have been promoted when he assumes new and additional duties on a different position in a higher position grade. When promoted, an employee shall be given an increase which shall not exceed ten per cent (10%) of his current salary, or be less than ten (\$10.00) per week; provided, however, that in no event shall such promotional increase be applied which would cause the employee's adjusted rate to exceed the maximum of the salary range applicable to his new position. However, when the application of this promotional increase results in the establishment of a new salary rate which is less than three dollars (\$3.00) per week of an automatic step rate for the salary grade applicable, the employee's salary rate will be adjusted to the higher automatic step rate. In such cases the Promotional increase will be limited to an amount necessary to bring the employee's adjusted rate to the maximum of such salary range. Where the increase does not bring the employee's salary to the minimum of the position grade to which promoted, an increase to bring the salary to such minimum shall be given.

**10.11** When a position is re-evaluated, and by such re-evaluation is placed in a higher position grade without a

change in duties and responsibilities in the position, an employee currently assigned to such position and whose salary grade shall be affected by such re-evaluation will have his salary rate adjusted to the same relative position within the new salary grade that he occupied in the lower salary grade prior to the re-evaluation of the position. However, no salary adjustment will be made if the employee's current salary is in excess of the maximum of the higher position grade, and no salary adjustment increase shall be applied which would cause the employee's adjusted salary rate to exceed the maximum of the higher salary grade. The movement of an employee from the lower to the higher position grade shall not be considered as a promotion and the promotional increase provisions outlined in this Agreement shall not apply.

When a position is re-evaluated, and by such re-evaluation is placed in a lower position grade without a change in duties and responsibilities in the position, an employee currently assigned to such position and whose salary grade shall be affected by such re-evaluation, will retain his current salary rate in the new position grade.

Re-evaluation of an existing position shall become effective as of the date of such re-evaluation without retroactive salary adjustment prior to such effective date.

10.12 A laid-off employee who returns to work on the position which he held at the time of layoff will be rehired at his last salary. However, any general increase or decrease in salaries occurring during the period of layoff will be added to or deducted from the former salary rate.

10.13 Other than employees returning from military service who may qualify for reinstatement, a former employee rehired after a break in service will be considered as a new employee.

## **ARTICLE XI SAFETY AND SANITATION**

11.01 The Company agrees to continue to furnish healthful working conditions at all times, and to provide adequate and modern devices with regard to safety and sanitation. Whatever machinery and equipment the Company furnishes shall meet

with all the required legal standards of safety and sanitation.  
251 Any recommendations or complaints under this Article will be the subject of negotiations under the procedure provided for in this Agreement. The Union agrees that it will endeavour to have its members observe all safety rules.

## **ARTICLE XII MAINTENANCE OF UNION MEMBERSHIP AND CHECK OFF OF DUES**

12.01 All employees in the bargaining unit who are members of the Union as of the effective date of this Agreement, or who may become members during the term of this Agreement, shall be required as a condition of continuing employment to  
252 maintain their membership in the Union to the extent of current monthly dues and sign an "Authorization to Deduct Union Dues" form as provided.

All employees in the bargaining unit who have been paying the equivalent of monthly Union dues by virtue of having signed an "Authorization to Deduct Union Dues" form  
253 shall be required as a condition of continuing employment to continue to make such payment for the term of this Agreement

12.02 All new employees who are hired during the term of this Agreement will be required as a condition of employment, and within 30 days after the date of commencement of employ  
254 ment, to assign to the Union, through payroll deductions, an amount of money equal to the monthly Union dues, and for such purpose to sign an "Authorization to Deduct Union Dues" form as provided.

12.03 It is hereby agreed that for the duration of this Agreement, upon authorization in writing by an employee covered by the Agreement and in the manner as set out in Schedule "A" below, the Company will deduct Union dues and initiation fees  
255 and general assessments levied per month from the second pay in each month of such employee, all such deductions to be transmitted to the Financial Secretary of the Union on or before the 25th day of each month

Orders authorizing the deductions of such Union dues and initiation fees shall be made in duplicate and one

copy shall be forwarded to the Financial Secretary of the  
256 Union, who shall notify the Company of the amount of such  
initiation fees, dues, and assessments to be deducted in  
accordance with the provisions of this Article.

12.04 The Company will, at the time of making such pay-  
257 ment to the Financial Secretary of the Union, name **the em-**  
**ployees** from whose pay such payment has been deducted.

12.05 If during the regular pay for deductions of Union  
dues or initiation fees an employee, because of absence,  
has no earnings, such deductions shall be deferred to the  
regular deduction period in the following month, provided,  
258 however, that the employee has had **40** hours or more of  
work in the preceding month for which no deduction was  
made and also has had at least **35** hours of work during the  
week for which the double deduction will be made. If either  
one of these work requirements has not been met by the  
time the second deduction is due, deduction of one month's  
dues only shall be made, and the next deduction shall be  
made during the first subsequent month in which the em-  
ployee has performed the amount of work required above.

12.06 The Union agrees to keep the Company harmless  
259 from any claims against it by an employee which arise out of  
the deduction from the employee's wages of Union dues or  
fees.

SCHEDULE "A"  
AUTHORIZATION FOR CHECK-OFF OF DUES

.....  
Date

To **Navistar** International Corporation Canada  
Chatham, Ontario.

I hereby assign to Local 35, National, United Automobile, Aerospace and Agricultural Implement Workers Union of **Canada (CAW - Canada)**, from any wages earned by me or to be earned by me as your employee, the amount required to discharge my membership dues in said labour organization. and I hereby authorize and request you to deduct from my wages and to remit the same to said Local Union monthly dues and initiation fees, if any, or such amount as may hereafter be established by the Union and become due to it, as my membership dues in said Local Union.

This assignment, authorization and request shall become effective at the date the same is delivered to you and will serve as your authority for checking off my membership dues in accordance with the applicable provisions of the main Contract now in effect between your Company and the Union, or of such contract as may subsequently be in effect between said parties.

.....  
Signature of Employee Here

.....  
(Type or Print Name of Employee Here)

.....  
Address of Employee

Witness:

.....  
Timekeeper

**ARTICLE XIII  
BULLETIN BOARDS**

13.01 The Company extends to the Union the privilege of using the existing bulletin boards in the office of the Company, provided, and it is agreed that the use by the Union of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received the prior approval of the Plant Manager or some person designated by him for that purpose, which approval shall not be unreasonably withheld.

The Union agrees that such notices shall be restricted to such items as recreational and social affairs of the Union, and Union meetings, elections, appointments and results of elections. Under no circumstances shall such bulletin boards be used for advertising, for political matters, for distributing pamphlets or circulars or for propaganda of any sort.

**ARTICLE XIV  
FURLONGHS AND LEAVES OF ABSENCE**

14.01 A furlough, except as otherwise provided herein, shall be understood to mean an absence from work, requested by the employee and consented to by Management, covering an agreed period of time and for such reasons as: settlement of an estate, serious illness or death of a member of the family, or an extended trip, but furloughs shall not be granted to accept other employment of any kind. The Company agrees, as a matter of policy, to grant furloughs for the above named reasons if it is practical to do so.

Requests for Leave of Absence must be made through the department supervisor and, if granted for periods of more than five (5) working days, must be in writing on the regular form provided for such purpose.

14.02 Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company will grant him a leave or leaves of absence not in excess of a total of thirty (30) days in the period prior to the election date for government office for the purpose of campaigning in his own behalf.

14.03 For the purpose of enabling an employee to participate in the affairs of government, the Company shall grant, upon

265 written notice from the employee, a leave of absence to such  
employee who is elected to city, county, provincial and national  
government positions for the first term or who is appointed  
to serve unexpired terms of such elective positions or is  
appointed to fulltime provincial or federal non-civil service  
governmental office where such appointment requires legis-  
lative approval. Such leaves of absence may be renewed at  
the option of the Company, upon written request, for suc-  
cessive terms within the period of this agreement.

266 14.04 Employees shall be granted a Leave of Absence not  
to exceed a period of twelve (12) months in anticipation of,  
and for the care of, a newborn child of the employee. It shall  
be her responsibility to notify the Company when she is  
ready to return to work during the period of her furlough.  
When she so advises the Company, she shall be assigned to  
a position selected by the Management, either to a vacancy  
or to the work of a shorter service employee, provided her  
seniority and qualifications are such as to make such an  
assignment possible. If such assignment is not possible  
during the period of her furlough her status shall be changed  
to that of a laid-off employee effective with the expiration  
date of her furlough and her continuity of service shall be  
subject to the provisions of Section 7.07 (d). If she has not  
notified the Company prior to the expiration date of her  
furlough that she is available for work her continuity of  
service shall be broken in accordance with the provisions of  
Section 7.07 (f).

267 14.05 When an employee requests a leave of absence for  
the purpose of accepting employment of any nature else-  
where, the following rules will govern.

- 268 (a) Permission will be denied if the employee is working  
on a schedule of four days or more per week; however,  
269 (b) Consideration will be given if the employee is working  
less than four days per week, and if granted shall be  
classified as a layoff and be subject to all rules and  
regulations governing laid-off employees.

14.06 For the purpose of facilitating the affairs of the National  
Union and of Local 35, the Company shall grant, upon written



request of the Union, extended leaves of absence, without pay, to a number not to exceed two (2) members of Local 35  
270 at any given time. However, this number may be increased by mutual agreement. Such members during such leaves of absence shall retain all seniority and service rights as though employed by the Company. Absences under this provision shall not exceed one year except that such leaves of absence shall upon request be renewed from time to time by the Plant Manager within the period of this Agreement.

An employee who holds office with the Local or National  
271 Union shall, so long as such office is a full time position, be granted leave of absence by the company.

Time spent by Union representatives in negotiating labour contracts with Management, attending meetings with Management, or otherwise carrying on the duties of Union  
272 representatives as agreed to by the parties, will be counted as time worked in computing all service and attendance records, excepting that those given leave of absence to perform duties as National Union representatives shall not receive attendance credits for vacation eligibility during such absence.

14.07 Union grievance committee members and designated Union officers shall be permitted to leave the plant during working hours at such times as may be necessary for the performance  
273 of their duties as such representatives, provided that such absence will not interfere with normal production operations. It is understood that such absent time is not to be paid for by the Company and that the standard gate pass shall be obtained from the supervisor before a Union representative shall be permitted to leave the plant.

14.08 An employee returning from a furlough or leave of absence as granted under the provisions of Section 14.01 or  
274 14.06 shall be assigned to the position held and to the work performed at the time of the granting of such furlough or leave of absence provided such position and work are currently being performed. If not, the employee will be assigned in accordance with the seniority provisions of Section 7.04.

Job postings to fill vacancies created by the granting of



a furlough or leave of absence will stipulate that the vacancies are "temporary only", and on the return of the employee from furlough or leave of absence which created the vacancies, incumbent employees then filling such positions shall, regardless of seniority, be removed from the positions and assigned to other positions in accordance with the seniority provisions of Section 7.04.

14.09 A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this section and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college university or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.

**ARTICLE XV  
RIGHT TO AMEND AND SUPPLEMENT**

15.01 The parties reserve the right to amend and supplement this contract by mutual agreement at any time during the duration thereof.

**ARTICLE XVI  
DURATION OF AGREEMENT**

16.01 This Agreement shall remain in full force and effect until 11:59 P.M. **March 1, 1991** and thereafter from year to year unless either party shall give notice in writing not less than thirty (30) days in advance of **March 1, 1991** or any anniversary thereof, to the other party of its desire to make changes and of the specific changes desired, or to terminate the same. Unless such notice is given not less than thirty (30)

days prior to **March 1, 1991** or an anniversary thereof, this Agreement shall automatically continue in effect until the next anniversary date.

279 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**FORTHECOMPANY:**

J. KRETE  
**J. STANAWAY**  
**P. LANSENS**  
**B. SCAMAN**  
P. J. BRENNAN  
**J. SCHUMACHER**

**FOR THE UNION:**

L. RUSTIN  
**National Representative**  
J. R. HIND  
**O. ANDERSON**  
K. G. JACKSON  
**Negotiating Committee, Local35, C.A.W.**

**MEMORANDUM OF AGREEMENT ON OVERTIME**

In the negotiations leading to the agreement dated to-day, the parties discussed at length the subject of overtime schedule worked by some employees covered by this agreement. The parties recognized the office's need for overtime work varies greatly from department to department.

This will confirm our understanding that our department overtime practices may be continued; that is, if an employee requests to be excused from working overtime on any occasion, such request will be granted provided another employee in the same department, who is **willing** and able to perform the work required to be done in a satisfactory manner agrees to work.

In the case of a dispute between the supervisor and the employee, the matter shall be immediately referred to the Chairperson of the Union and the Manager of Human Resources for finalization.

### **Daily Overtime**

Daily hours in excess of ten (10) hours worked per shift Monday through Thursday (to a maximum of four (4) overtime hours worked) and hours in excess of eight (8) hours per shift on Friday shall be voluntary except as otherwise provided in this Memorandum of Understanding.

### **Weekend Overtime**

Overtime work on Saturday and Sunday will normally be voluntary. However, it is recognized that, due to availability of equipment, plant facilities and required office personnel, some operations are unable to effectively work daily overtime and must work on the weekend. In such cases it is agreed that weekend overtime hours in excess of four (4) hours shall be voluntary, except that an employee who has worked in excess of forty (40) hours in the regular work week shall be obligated to work only such weekend overtime hours as are necessary to bring the total hours worked in that work week to forty-four (44) hours.

### **Concerted Action**

Any right to decline an overtime pay assignment may be exercised only by each employee acting separately and individually, without collusion, or agreement with, or the influence of, any other employee or employees of the Union or pursuant to any other concerted action or decision.

No employee shall seek by any means to cause or influence any other employee to decline to work any overtime assignments. No employees may collectively concertedly or in response to the influence of any employee or group of employees or the Union, decline any overtime assignment or fail or refuse to report for an overtime assignment that they have accepted.

## Emergencies

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work overtime, shall be suspended if the plant operations are interrupted by emergency situations, such as single breakdown of four **(4)** hours or more, government mandated work, situations of a critical nature which could result in jeopardizing plant and/or office operation, power shortages, strike, fire, tornado, flood or Acts of God, for a period of time necessary to overcome such emergencies.

## Inventory

No provision of this Memorandum of Understanding on Overtime shall limit or restrict the right of the Company to require employees to work overtime for two **(2)** weeks in relation to the overall inventory and, four **(4)** weeks in relation to the fiscal year end closing as stipulated in the Employment Standard Act of December 20, 1974.

**BASE WAGE SCHEDULE  
(APPENDIX A, B, AND C)**

**APPENDIX — A  
FEBRUARY 29, 1988**

| <b>Grade</b> | <b>Minimum</b>  | <b>6 months</b> | <b>12 months</b> | <b>24 months</b> | <b>36 months</b> |
|--------------|-----------------|-----------------|------------------|------------------|------------------|
| <b>1</b>     | <b>\$524.04</b> | <b>\$528.89</b> | <b>\$533.70</b>  | <b>\$543.33</b>  | <b>\$553.40</b>  |
| <b>2</b>     | <b>526.74</b>   | <b>532.15</b>   | <b>537.58</b>    | <b>548.49</b>    | <b>560.24</b>    |
| <b>3</b>     | <b>530.88</b>   | <b>536.91</b>   | <b>542.95</b>    | <b>555.46</b>    | <b>568.80</b>    |
| <b>4</b>     | <b>536.88</b>   | <b>543.22</b>   | <b>549.63</b>    | <b>563.47</b>    | <b>577.48</b>    |
| <b>5</b>     | <b>546.82</b>   | <b>553.19</b>   | <b>560.05</b>    | <b>573.90</b>    | <b>587.73</b>    |
| <b>6</b>     | <b>554.82</b>   | <b>562.25</b>   | <b>569.76</b>    | <b>584.66</b>    | <b>603.02</b>    |
| <b>7</b>     | <b>561.70</b>   | <b>569.98</b>   | <b>578.26</b>    | <b>598.11</b>    | <b>616.19</b>    |
| <b>8</b>     | <b>571.89</b>   | <b>580.73</b>   | <b>589.56</b>    | <b>611.37</b>    | <b>631.51</b>    |
| <b>9</b>     | <b>583.63</b>   | <b>596.75</b>   | <b>606.73</b>    | <b>629.12</b>    | <b>651.45</b>    |
| <b>10</b>    | <b>608.25</b>   | <b>623.18</b>   | <b>636.23</b>    | <b>662.51</b>    | <b>688.81</b>    |
| <b>11</b>    | <b>626.80</b>   | <b>640.99</b>   | <b>655.37</b>    | <b>684.11</b>    | <b>712.84</b>    |
| <b>12</b>    | <b>644.43</b>   | <b>659.90</b>   | <b>675.38</b>    | <b>706.35</b>    | <b>737.33</b>    |
| <b>13</b>    | <b>665.42</b>   | <b>681.84</b>   | <b>698.26</b>    | <b>731.11</b>    | <b>764.00</b>    |

**APPENDIX— B  
FEBRUARY 27, 1989**

| <b>Grade</b> | <b>Minimum</b>  | <b>6 months</b> | <b>12 months</b> | <b>24 months</b> | <b>36 months</b> |
|--------------|-----------------|-----------------|------------------|------------------|------------------|
| <b>1</b>     | <b>\$558.04</b> | <b>\$562.89</b> | <b>\$567.70</b>  | <b>\$577.33</b>  | <b>\$587.40</b>  |
| <b>2</b>     | <b>560.74</b>   | <b>566.15</b>   | <b>571.58</b>    | <b>582.49</b>    | <b>594.24</b>    |
| <b>3</b>     | <b>564.88</b>   | <b>570.91</b>   | <b>576.95</b>    | <b>589.46</b>    | <b>602.80</b>    |
| <b>4</b>     | <b>570.88</b>   | <b>577.22</b>   | <b>583.63</b>    | <b>597.47</b>    | <b>611.48</b>    |
| <b>5</b>     | <b>580.82</b>   | <b>587.19</b>   | <b>594.05</b>    | <b>607.90</b>    | <b>621.73</b>    |
| <b>6</b>     | <b>588.82</b>   | <b>596.25</b>   | <b>603.76</b>    | <b>618.66</b>    | <b>637.02</b>    |
| <b>7</b>     | <b>595.70</b>   | <b>603.98</b>   | <b>612.26</b>    | <b>632.11</b>    | <b>650.19</b>    |
| <b>8</b>     | <b>605.89</b>   | <b>614.73</b>   | <b>623.56</b>    | <b>645.37</b>    | <b>665.51</b>    |
| <b>9</b>     | <b>617.63</b>   | <b>630.75</b>   | <b>640.73</b>    | <b>663.12</b>    | <b>685.45</b>    |
| <b>10</b>    | <b>642.25</b>   | <b>657.18</b>   | <b>670.23</b>    | <b>696.51</b>    | <b>722.81</b>    |
| <b>11</b>    | <b>660.60</b>   | <b>674.99</b>   | <b>689.37</b>    | <b>718.11</b>    | <b>746.84</b>    |
| <b>12</b>    | <b>678.43</b>   | <b>693.90</b>   | <b>709.38</b>    | <b>740.35</b>    | <b>771.33</b>    |
| <b>13</b>    | <b>699.42</b>   | <b>715.84</b>   | <b>732.26</b>    | <b>765.11</b>    | <b>798.00</b>    |

**APPENDIX - C  
MARCH 5, 1990**

| <b>Grade</b> | <b>Minimum</b> | <b>6 months</b> | <b>12 months</b> | <b>24 months</b> | <b>36 months</b> |
|--------------|----------------|-----------------|------------------|------------------|------------------|
| 1            | \$568.04       | \$572.89        | \$577.70         | \$587.33         | \$597.40         |
| 2            | 570.74         | 576.15          | 581.58           | 592.49           | 604.24           |
| 3            | 574.88         | 580.91          | 586.95           | 599.46           | 612.80           |
| 4            | 580.88         | 587.22          | 593.63           | 607.47           | 621.48           |
| 5            | 590.82         | 597.19          | 604.05           | 617.90           | 631.73           |
| 6            | 598.82         | 606.25          | 613.76           | 628.66           | 647.02           |
| 7            | 605.70         | 613.98          | 622.26           | 642.11           | 660.19           |
| 8            | 615.89         | 624.73          | 633.56           | 655.37           | 675.51           |
| 9            | 627.63         | 640.75          | 650.73           | 673.12           | 695.45           |
| 10           | 652.25         | 667.18          | 680.23           | 706.51           | 732.81           |
| 11           | 670.60         | 684.99          | 699.37           | 728.11           | 756.84           |
| 12           | 688.43         | 703.90          | 719.38           | 750.35           | 781.33           |
| 13           | 709.42         | 725.84          | 742.26           | 775.11           | 808.00           |



APPENDIX “D”  
SALARIED CLASSIFICATIONS

INDEX

**A UNIT**

| Alphabetical Classification                          | Job No. Grade  |
|--|----------------|
| Assembly Scheduling Clerk.....                       | 010 - 007      |
| <b>Assembly Scheduling/Order Processing Clerk...</b> | <b>012-007</b> |
| Compliance Co-Ordinator. ....                        | 035 - 011      |
| Console Operator. ....                               | 040 - 010      |
| Cost Accountant.....                                 | 045 - 009      |
| Cost Accounting Clerk .....                          | 050-007        |
| Data Processing Programmer .....                     | 070 - 011      |
| Engineering Specification Compiler I.....            | 095 - 010      |
| Key-punch Operator.....                              | 120 - 003      |
| Layout Draftsman I.....                              | 125 - 012      |
| Layout Draftsman II.....                             | 130 - 010      |
| Office Services Clerk .....                          | 145 - 005      |
| Order Processing Analyst.....                        | 155 - 009      |
| Paint Technician.....                                | 160 - 010      |
| Principal Clerk, Timekeeping and Payroll.....        | 175 - 010      |
| Principal Customs Clerk .....                        | 185 - 009      |
| Principal Engineering Specification Compiler. ...    | 190 - 011      |
| Principal Key-punch Operator. ....                   | 195 - 005      |
| Principal Ledger Accountant.....                     | 200 - 010      |
| Principal Materials Scheduling Clerk.....            | 210 - 009      |
| Principal Motor Truck Distribution Clerk .....       | 215 - 010      |
| Principal Production Change Clerk .....              | 220 - 009      |
| Principal Reproduction Clerk .....                   | 240 - 005      |
| Principal Reward Clerk.....                          | 241 - 007      |
| Principal Specification Record Compiler. ....        | 250 - 009      |
| Principal Stock Status Investigator .....            | 255 - 009      |
| Principal Traffic Control Clerk.....                 | 260 - 010      |
| Production Co-ordinator.....                         | 290 - 009      |
| Reward Clerk .....                                   | 331 - 005      |
| Secretary-Stenographer.....                          | 340 - 006      |
| Shipping Clerk.....                                  | 345 - 005      |
| Shop Order Ledger Accountant. ....                   | 350 - 008      |
| Specification Interpreter.....                       | 360 - 008      |

**SALARIED CLASSIFICATIONS**

| <b>Alphabetical Classification</b>           | <b>Job No.</b> | <b>Grade</b> |
|--|----------------|--------------|
| Specification Record Compiler I.....         | 365            | - 007        |
| Stock Status Investigator.....               | 385            | - 007        |
| <b>Stock Status Investigator/Reward.....</b> | <b>386</b>     | <b>- 007</b> |
| Timekeeper I.....                            | 410            | - 007        |
| <b>Timekeeper/S. U. B. ....</b>              | <b>412</b>     | <b>- 008</b> |
| Traffic Control Clerk.....                   | 425            | - 008        |
| Vendors' Invoice Clerk.....                  | 445            | - 006        |

**B UNIT**

|   |            |              |
|---|------------|--------------|
| Buyer I.....                                    | 620        | - 011        |
| Co-ordinator General Accountin .....            | 630        | - 013        |
| Data Services Co-ordinator.....                 | 640        | - 012        |
| <b>Fleet &amp; Pilot Co-ordinator I.....</b>    | <b>677</b> | <b>- 012</b> |
| Plant Accounting Co-ordinator.....              | 720        | - 012        |
| Plant Equipment Designer I.....                 | 730        | - 012        |
| Quality Control Planner.....                    | 810        | - 012        |
| <b>Systems &amp; Data Services Analyst.....</b> | <b>860</b> | <b>- 012</b> |
| Tool & Die Analyst I.....                       | 885        | - 012        |
| <b>Vendor Quality Assurance Analyst.....</b>    | <b>891</b> | <b>- 012</b> |

**SCHEDULE OF BENEFITS  
FOR SALARIED EMPLOYEES — LOCAL 35  
CHATHAM PLANT**

| Insurance<br>Classes | Base Weekly Rate                | Weekly<br>Disability<br>Benefits | Monthly Long Term<br>Disability Benefit |       | Life<br>Insur-<br>ance | A D & D<br>(Principal<br>Sum) | Total and<br>Permanent<br>Disability |
|----------------------|---------------------------------|----------------------------------|---|-------|------------------------|-------------------------------|--------------------------------------|
|                      |                                 |                                  | I                                       | II    |                        |                               |                                      |
| 1                    | Up to but less than \$418.00    | \$245.00                         | a95                                     | 980   | 23,500                 | 11,750                        | \$470                                |
| 2                    | \$418.00 but less than \$432.00 | 255.00                           | 925                                     | 1,015 | 24,500                 | 12,250                        | 490                                  |
| 3                    | \$432.00 but less than \$446.00 | 265.00                           | 955                                     | 1,045 | 25,500                 | 12,750                        | 510                                  |
| 4                    | \$446.00 but less than \$460.00 | 270.00                           | 985                                     | 1,080 | 26,000                 | 13,000                        | 520                                  |
| 5                    | \$460.00 but less than \$474.00 | 280.00                           | 1,015                                   | 1,115 | 27,000                 | 13,500                        | 540                                  |
| 6                    | \$474.00 but less than \$488.00 | 290.00                           | 1,040                                   | 1,145 | 27,500                 | 13,750                        | 550                                  |
| 7                    | \$488.00 but less than \$502.00 | 295.00                           | 1,070                                   | 1,180 | 28,500                 | 14,250                        | 570                                  |
| 8                    | \$502.00 but less than \$516.00 | 305.00                           | 1,100                                   | 1,215 | 29,500                 | 14,750                        | 590                                  |
| 9                    | \$516.00 but less than \$530.00 | 315.00                           | 1,135                                   | 1,245 | 30,000                 | 15,000                        | 600                                  |
| 10                   | \$530.00 but less than \$544.00 | 320.00                           | 1,165                                   | 1,280 | 31,000                 | 15,500                        | 620                                  |
| 11                   | \$544.00 but less than \$558.00 | 330.00                           | 1,195                                   | 1,310 | 32,000                 | 16,000                        | 640                                  |
| 12                   | \$558.00 but less than \$572.00 | 340.00                           | 1,225                                   | 1,345 | 32,500                 | 16,250                        | 650                                  |
| 13                   | \$572.00 but less than \$586.00 | 345.00                           | 1,255                                   | 1,380 | 33,500                 | 16,750                        | 670                                  |
| 14                   | \$586.00 but less than \$600.00 | 355.00                           | 1,285                                   | 1,410 | 34,000                 | 17,000                        | 680                                  |

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SCHEDULE OF BENEFITS  
FOR SALARIED EMPLOYEES— LOCAL 35  
CHATHAM PLANT

| Insur-<br>ance<br>Classes | Base Weekly Rate                | Weekly<br>Disability<br>Benefits | Monthly Long Term<br>Disability Benefit |                | Life<br>Insur-<br>ance | A D & D<br>(Principal<br>Sum) | Total and<br>Permanent<br>Disability |
|---------------------------|---------------------------------|----------------------------------|---|----------------|------------------------|-------------------------------|--------------------------------------|
|                           |                                 |                                  | Schedule<br>I                           | Schedule<br>II |                        |                               |                                      |
| 15                        | \$600.00 but less than \$614.00 | 365.00                           | 1,315                                   | 1,445          | 35,000                 | 17,500                        | 700                                  |
| 16                        | \$614.00 but less than \$628.00 | 370.00                           | 1,345                                   | <b>1,480</b>   | 36,000                 | <b>18,000</b>                 | 720                                  |
| 17                        | \$628.00 but less than \$642.00 | 380.00                           | 1,375                                   | 1,510          | 36,500                 | 18,250                        | <b>730</b>                           |
| 18                        | \$642.00 but less than \$656.00 | 390.00                           | 1,405                                   | 1,545          | 37,500                 | 18,750                        | 750                                  |
| 19                        | \$656.00 but less than \$670.00 | 395.00                           | 1,435                                   | 1,580          | 38,000                 | 19,000                        | 760                                  |
| 20                        | \$670.00 but less than \$684.00 | <b>405.00</b>                    | <b>1,470</b>                            | 1,610          | 39,000                 | <b>19,500</b>                 | <b>780</b>                           |
| 21                        | \$684.00 but less than \$698.00 | 415.00                           | 1,500                                   | 1,645          | 39,500                 | 19,750                        | 790                                  |
| 22                        | \$698.00 but less than \$712.00 | 420.00                           | 1,530                                   | 1,680          | 40,500                 | 20,250                        | <b>810</b>                           |
| 23                        | \$712.00 but less than \$726.00 | 430.00                           | 1,560                                   | 1,710          | 41,500                 | 20,750                        | <b>830</b>                           |
| 24                        | \$726.00 but less than \$740.00 | <b>440.00</b>                    | 1,590                                   | 1,745          | 42,000                 | 21,000                        | 840                                  |
| 25                        | \$740.00 but less than \$754.00 | <b>450.00</b>                    | 1,620                                   | 1,780          | 43,000                 | 21,500                        | 860                                  |
| 26                        | \$754.00 but less than \$768.00 | 455.00                           | 1,650                                   | <b>1,810</b>   | 43,500                 | 21,750                        | <b>870</b>                           |
| 27                        | \$768.00 but less than \$782.00 | 465.00                           | 1,680                                   | <b>1,845</b>   | <b>44,500</b>          | 22,250                        | <b>890</b>                           |
| 28                        | \$782.00 and over               | <b>475.00</b>                    | 1,710                                   | <b>1,880</b>   | <b>45,500</b>          | 22,750                        | 910                                  |

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 1

January 19, 1981

Revised: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: ORIENTATION PROGRAM**

During the 1981 contract negotiations, the Company and Union agreed to continue joint participation in an Employee Orientation Program.

It is further agreed that in keeping with contract provisions designated to foster harmonious relations between the Company and the Union, newly hired employees will be introduced to their area Committee person.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/dil

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M5M4  
Phone 519 352-1200



**INTERNATIONAL HARVESTER**

**CANADA**

Letter No. 2

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW  
Chatham Plant

December 13, 1975

Reprint: January 12, 1978

January 12, 1981

Reissued: August 1, 1983

Dear Mrs. Innes:

**SUBJECT METRIC CONVERSION**

During our recent Contract negotiations, the parties discussed the subject of conversion to the metric system and its effect on certain Engineering Drafting equipment.

During these discussions the Company indicated its intention to make available during the transition period necessary metric measuring instruments or drafting aids to Engineering Draftsmen when required in the performance of their work. Such tools will be available in the Engineering Department and charged out to Engineering Draftsmen, when they have need for them.

This policy does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such calibrated measuring instruments nor does it alter the present requirement that Engineering Draftsmen provided their own tools, i.e., templates, triangles, curves, protractors, compasses, dividers and other such items necessary to perform their duties, except as provided in this second paragraph hereof.

Yours very truly,

**J. O. Vanest**  
Manager,  
Human Resources

/h

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL HARVESTER**

CANADA

Letter No.3

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

January 19, 1981  
Reissued: August 1, 1983

Dear Mrs. Innes:

**SUBJECT ADVANCE TECHNOLOGY**

It is recognized that continuing improvement in the standard of living of I. H. employees depends upon technological progress, better tools, methods, processes and equipment and a co-operative attitude on the parts of all parties in such progress.

The Company is aware of the Union's concern regarding the scope and work content of the job classifications of employees covered by the contract and how such may be affected by advances in technology. It is not the Company's policy to assign to other employees work which comes within the scope and content of that normally assigned to the U.A.W. represented employees at the Chatham Plant. The Company recognizes that the novelty or sophistication of new technology alone is not grounds for withdrawing work from employees represented by the U.A.W. However, the Company does not believe that the perimeters of a bargaining unit should be expanded by the inclusion of employees in job classifications covering work which is inappropriate to the Local 35 bargaining unit.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of U.A.W. represented employees at the Chatham Plant and that a change only in the means, method or process of performing a work function, in-

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Phone 519 352-1200



cluding the introduction of computers or other new or advanced technology, will not serve to shift the work function from the Local 35 bargaining unit to other employee groups.

Advancing technology has created and will continue to create new and more complex problems bearing upon the work content of job classifications of employees represented by the Union. To minimize disputes concerning the particular problems occasioned by technological change, the following procedures are established:

1. In view of the Company's interest in affording maximum opportunity for employees to progress with advancing technology, the Company shall make available short range, specialized training programs for those employees who have the qualifications to perform the new or changed work, where such programs are reasonable and practicable. Therefore, in the event the work performed by employees in the Local 35 bargaining unit is altered as a result of technological changes so that additional short range training may be required, the Company is willing to train such employees where practicable to enable them to perform such work
2. **Where** the initial introduction of a new or advanced technology at the Chatham Plant may cause a shift of work from the Local 35 bargaining unit to other employees, affect the job responsibilities of Local 35 represented employees, or otherwise impact the scope of the bargaining unit, Plant management will discuss the matter with the Union. Such discussion will take place as far in advance of implementation of such a technological change as is practicable. The Plant management will at that time describe for the Union, the extent to which such technological changes may affect the work performed by Local 35 represented employees at the Chatham Plant. Comments by the Union concerning the information provided will be carefully evaluated by the Plant management in accordance with the Company's Policy relative to the assignment of work which comes within the scope and content of that normally assigned to Local 35 employees at the Chatham Plant.

3. A committee on technological progress is hereby established, comprised of three (3) representatives from the Company and three (3) representatives from the Union. Not less than one (1) representative will be from the Company's Corporate Office in Canada and not less than one (1) representative will be from the International Union.

This committee will meet quarterly unless mutually agreed otherwise to discuss the development of new technology and its impact on Chatham Plant and upon the scope of the Local 35 bargaining unit. The Committee will also review specific matters concerning advancing technology that may be referred to it by Local 35 or Plant management after discussions as set forth in the preceding paragraph have been completed.

4. In the event either the Company or International Union representatives on the committee on Technological Progress does not approve of the assignment of work functions as established, the subject matter in dispute will be processed in accordance with the applicable provisions of the Grievance Procedure.

As a general statement to assist in the resolution of disputes over the allocation of work to Local 35 employees, the Company and the Union have heretofore understood that

1. Where a work function at the Chatham Plant preceded the certification of the Union, the work function will be assigned as it was assigned at the time of certification, unless there has been a written agreement otherwise.
2. Where a work function was introduced at the Chatham Plant following the certification of the Union, the work function will be assigned as it was originally assigned, unless there has been a written agreement otherwise.

3. The assignment of new work functions at the Chatham Plant will depend upon the work function involved and not necessarily upon the work tasks required to accomplish such work function.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/sh



**INTERNATIONAL<sup>®</sup>**

**Navistar International  
Corporation Canada**

Letter No. 4

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

April 4, 1988

**TRAINING RESULTING FROM JOB ALTERATIONS**

During the 1988 negotiations, the Union expressed concern about the effects of new methods and technological change on active Local 35 employees.

The Company agrees that when a Local 35 bargaining unit job is altered through new methods or technology, the employee(s) who performs that same job will be trained at Company expense.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

:jv

---

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Phone 519 352-1200



**ATIONAL<sup>®</sup>**

**Navistar international  
Corporation Canada**

Letter No. 5

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

**EMPLOYEE TRAINING**

During the 1988 negotiations, the Union expressed concern in regards to the thoroughness of training provided employees during application of Section VII of the Collective Agreement. Both parties agree that employee training is a key element required to achieve our common goal, that of customer satisfaction.

As resolution to this concern the Company agrees that when the outgoing incumbent does the training the area Principal, or a more senior knowledgeable area employee or, the area Supervisor will periodically monitor the training to ensure thoroughness if, as a result of such auditing, the quality of training is of concern, the matter will be referred to the area Manager for review and resolution.

Yours very truly,

J.J. Krete  
Manager,  
Human Resources

---

**NAVISTAR<sup>™</sup>**

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Phone 519 352-1200



**INTERNATIONAL**

**Navistar International  
Corporation Canada**

Letter No. 6

March 2, 1985

Revised: April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**SAFETY & HEALTH AGREEMENT  
MEMORANDUM OF UNDERSTANDING**

The following items are mutually agreed upon in the resolution of all issues in the section of the Union's proposal entitled 'Safety and Health'. It is mutually agreed that:

1. The Office Safety Committee will be composed of one (1) Union Representative and up to three (3) Management Representatives and will meet every two (2) months. This joint committee will review all ongoing business pertaining to the S & H activities in the Chatham Office of Navistar.

The Office Safety Inspection Committee will be composed of the Plant Safety Supervisor (or his replacement), the Head of the Department being inspected and the Chairman of the **Office Safety Committee (or his replacement)**. They will conduct inspection tours once every two (2) months. This Inspection Committee, in order to resolve technical questions, may call an appropriate technical person upon reaching mutual agreement that such technical advice is required.

---

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Phone 519 352-1200

Recommendations agreed to and documented by the Safety Inspection Committee will normally be acted upon within thirty (30) days of the report being made. However, it is recognized by both parties that, on occasion, action may be delayed for an additional thirty (30) day period due to unusual circumstances.

2. In the event that an employee believes that a hazardous condition exists in his work area, he will contact his supervisor. If the Supervisor fails to satisfactorily resolve the problem within a reasonable period of time, the employee will ask his supervisor to call his Committee man to discuss the problem further.

If the problem is still unresolved, the Department Head will call the Plant Safety Supervisor, who, in company with the Chairman (or his designee) of the Union Office Safety Committee, will make a decision on the problem.

3. The Company will notify the Union Safety Committee of all accidents which require the filing of a W.C.B. Form 7, and upon request, will supply copies of the Form 7, the Supervisor's Accident Investigation Report and any other correspondence with the W.C.B.
4. Whenever an employee regularly works in the plant, the Company will supply, without cost to the employee, safety glasses (except the fitting charge for prescription glasses) and hearing protection (muffs or plugs) as required. Smocks will be provided at no cost to employees.

If a dispute arises as to whether or not a need for smocks exists and the Union can justify such need to the satisfaction of the Labour Relations Manager, the smocks in dispute will be provided.

5. It is agreed that a C.A.W. National Union Safety Representative, who is familiar with Canadian Safety Law, will be permitted, by mutual consent, to conduct safety inspections as required at the Chatham Office in company with Union and Management representatives.

6. The Chairman (or his designee) of the Union Office Safety Committee will accompany the Ontario Department of Labour Safety Inspector on inspection of specific call-in complaints: The Chairman (or his designee) will also accompany the Inspector on routine inspection if a Company representative is accompanying the inspector.
7. The Company will provide access to the on-line information system of the Canadian Centre on Occupational Health and Safety and provide the necessary training on the same basis as that for Local 127.
8. A Safety training course for the Office Safety Committee will be developed with the Safety Supervisor and will include CPR.
9. The Company agrees that any employee, who due to the nature of his job is required to spend some time in the plant, will be reimbursed the sum of Ten (\$10.00) Dollars, when he purchases a pair of safety shoes.

To be eligible for reimbursement, an employee must present the receipt for such purchase to the Plant Safety Department.

10. The Company agrees that:

- (i) The office washrooms will be cleaned and serviced daily.
- (ii) Lights in the office will be cleaned and serviced as required.
- (iii) A Union Management Committee on Alcoholism and Drug problems of employees will be set up.
- (iv) Washrooms will be painted upon recommendation of the Office Safety Committee, when required.
- (v) Washrooms will be included in the Safety Inspection taken every two months.

Yours very truly,  
J. J. Krete  
Manager,  
Human Resources





**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 7  
Revised August 1, 1983

I Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT HUMAN RIGHTS**

The International Harvester Company and the United Automobile Workers of America have a well recognized tradition in support of Human Rights. During these Negotiations, our mutual posture on commitments not to discriminate because of race, colour, sex, age, handicap, political or religious affiliations, national origin and ancestry were discussed and reaffirmed.

Further in this regard, recognition was given to the importance of increased communication and co-operative effort to encourage employees and grievance representatives to achieve prompt resolution of claims of denial of Human Rights.

In this regard, a joint Human Rights Procedure has been established to develop an increased understanding of the issues, seek solutions to mutual problems, avoid external involvement in areas of mutual concern and to exchange information, expertise and advice.

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Phone 519 352-1200

The intent of these understandings is to maximize adherence to the concept of Human Rights in all aspects of employment and to emphasize the contractual grievance procedure for relief of alleged violations of this principle.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/ad



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 8  
Agreement May 20, 1980  
Reprint: January 12, 1981  
Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: ABSENCE DUE TO CONFINEMENT IN JAIL**

During the current labor agreement negotiations the Union requested that the Company policy on absence due to confinement in jail be included in the Letters of Agreement.

The Company agreed and the attached policy is so included in the Letters of Understanding.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

/sh

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200

May 20, 1980

**ABSENCE DUE TO CONFINEMENT IN JAIL  
(SALARIEDNON-MANAGERIAL, HOURLY-  
RATED AND PIECEWORK EMPLOYEES)**

- I. Introduction:** In order to secure greater uniformity of administration at the Plant, the Company has established the following policy concerning absence because of confinement in jail.

This policy does not alter the existing responsibilities of the management of Company operations for the maintenance of efficiency, safe practices, and discipline. Accordingly the local management must determine the necessary discipline for offenses within the Company premises as well as for offenses which occur outside the Company premises, but directly involve employment relationships. (Example: An employee who assaults a fellow employee away from the Company premises over a dispute which arose out of their employment relationship.) Such discipline must be applied by the local management without regard to whether detention, charge, or trial by civil authorities is involved, or whether the individual is adjudged guilty or innocent, or is otherwise released by civil processes. Furthermore, if an employee commits an offense (even though it occurs away from the Company premises and does not otherwise directly involve the employment relationship) which results in his absence, and such absence or the circumstances surrounding such absence, culminates a record which when considered in its entirety justifies a disciplinary discharge of the employee, the following policy does not preclude such disciplinary discharge.

**II. Policy**

**A. Absence From Work More than Five Days**

An employee who is absent for more than five (5) working days without a legitimate reason is terminated as an automatic quit. If such absence is due to confinement in jail or similar detention by civil authorities, and such absence is properly reported, the employee should not be terminated as an automatic quit. The fact that the employee is so confined,

however, does not relieve him of the obligation to report such absence to the Employee Relations Department. If the employee is absent from work in excess of five (5) working days without so reporting, he is terminated as an automatic quit, and he can be reinstated only if he admits satisfactory evidence that conditions beyond his control prevented him or someone on his behalf from notifying the Company.

**B. Employee Reports Absence Due To Being in Jail for Reasons not Directly Involving Employment Relationships.**

In those cases of offense which occur away from the Company premises and which do not directly involve employment relationships, wherein an employee is confined pending trial or other disposition of the case, no formal actions should be taken. During such confinement, the employee should be considered as having a suspended employment status.

Subsequently

- (1) If he is found not guilty, he shall be permitted to return to work and will resume employment status.
- ) If he is found guilty (even though he receives a suspended sentence), management should then determine whether or not the offense was of such a nature that discharge action should be taken. If that is the case, he should be discharged immediately. If the offense does not necessarily require the employment, his suspended status should be terminated to cover the period of his actual absence. Such employee should be made available for work as soon as possible but not later than fifteen (15) working days after his suspended status is terminated, or be discharged. In any case, if his absence from work exceeds a period of six (6) months, from the last day worked, he shall be discharged.

**C. Employee Released on Bond Pending Trial**

If an employee, who has been arrested, is released on bond pending trial or other disposition of the charge, and he has

complied with the reporting requirements, he shall be returned to work unless the offense with which he is charged is of such a nature that it is determined that his presence at work would disrupt efficient and orderly operations, either because the offense is morally offensive to other employees or is such that hostile employee reaction has been created. In that case he shall be considered as having a suspended employment status until a final disposition is made of the case.



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 9

February 20, 1985

Revised April 4, 1988

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: JOB ELIGIBILITY TESTS**

During the 1985 Negotiations, the Company and Union discussed job eligibility tests which would determine the "basic qualifications" of employees for the following positions:

|                             |         |
|-----------------------------|---------|
| Keypunch Operator           | 120-003 |
| Principal Keypunch Operator | 195-005 |
| Reward Clerk                | 331-005 |
| Secretary Steno             | 340-006 |

Job eligibility tests, as devised by Human Resources and the supervision of the affected department, will be fair and equitable to ensure success potential for the applicants and of sufficient depth to eliminate candidates who would be unsuitable for the opening in question.

In order to ensure consistency of application, the nature and scope of the subject tests will be discussed with the Chairperson and/or the area steward who must agree to respect the need for confidentiality, so that no candidate will be given unfair advantage.

**CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200**

**In the event of a disagreement on test content or test results, the Chairperson and the Manager of Human Resources will involve themselves in the resolution of the problem.**

**Yours very truly,**

**J. J. Krete  
Manager,  
Human Resources**

**lad**





**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 10

January 24, 1978

Reprinted: January 12, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT HIRING PRACTICES**

This letter is to affirm that the Company will give due consideration in its hiring practices with respect to employees' sons and daughters, provided such candidates for employment meet the Company's standards, and in doing so, it does not conflict the Federal or Provincial Statutes.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL**

**Navistar International  
Corporation Canada**

Letter No. 11

February 25, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**HIRING LAID OFF LOCAL 35  
EMPLOYEES INTO LOCAL 127**

This letter is to affirm that the Company will give due consideration in its hiring practices with respect to laid off Local 35 salaried employees when hiring additional hourly employees, provided such candidates for employment meet the Company standards and in doing so, it does not conflict with Federal or Provincial statutes.

Any questions and/or concerns regarding the administration of the above may be reviewed with the Manager of Human Resources by the Office Chairperson.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

---

**NAVISTAR**<sup>TM</sup>

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 12

January 24, 1978

Reprint: January 12, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: TUITION REFUND PLAN**

Attached *is* the **most** recent copy of International Harvester's Tuition Refund Plan. The eligibility, schools, courses, refunds and administration procedures are outlined within.

Yours very truly,

**J. O. Vanest**  
Manager  
Human Resources

h

**CHATHAM PLANT** 508 Richmond Street Chatham, Ontario **N7M 5M4**  
Phone 519 352-1200

**TUITION REFUND PLAN**  
**APPLICATION: INTERNATIONAL HARVESTER CANADA**

**PURPOSE:** To give employees the opportunity to acquire additional skills and knowledge which are considered important for the employee's career without requiring the employee to incur an undue financial burden.

**POLICY:**

1. The Company will provide tuition refund to eligible employees who have paid for Company-approved education received on a voluntary, off-hour basis.

**Eligibility**

2. An employee must be in full-time employment with the Company at the time of enrolment in an approved course and at completion of the course be regularly employed or in a layoff status. Employees discharged for cause or who voluntarily leave their employment with the Company while enrolled in a course are not eligible to receive refund payments. Employees hired as cooperative students are not eligible for tuition refund except for evening courses taken during periods of active employment with the Company.
3. Employees must enroll in courses in approved residence or correspondence schools. Courses which will be approved for the Tuition Refund Plan include evening classes offered by secondary schools and technical institutes, certificate courses provided by recognized professional associations and all intramural and extension courses offered by recognized universities and colleges. Employees may enroll in the above courses in either credit or non-credit capacity as long as a grade or certificate of satisfactory performance is awarded upon the completion of the course.
4. An employee must select courses that are acceptable to the Company. Courses must therefore meet one or more of the following conditions:

### **Acceptable Courses**

- (A) They are job-related-- that is, they will tend to improve the employee's performance on his or her current job; or
  - (B) They are a part of a curriculum leading to a degree in a field which is job-related (in which case the employee must furnish evidence of enrolment, course of study and anticipated degree to the Company) or
  - (C) They will help prepare the employee for future assignments with the Company for which he or she might reasonably be expected to qualify; or
  - (D) They are courses taken to complete the requirements for a basic education certificate or high school diploma; or
  - (E) They are education courses designed to provide a level of competency in basic communications or numerical skills; or
  - (F) They are courses of instruction directed towards qualifying an employee as an apprentice in the skilled trades.
5. An employee must apply for and receive Company approval prior to enrolment in a course as identified on Form No. IR-115. This application must be completed each school term.
  6. An employee must complete the course satisfactorily as shown by a written report from the school which the employee has attended.
  7. An employee must present a receipt to the Company, within 60 days of the course completion date, indicating that tuition and compulsory fees have been paid.

### **Refunds**

8. Upon the fulfillment of each of the above eligibility conditions, the local Operation will reimburse an employee for the full amount of the tuition and certain compulsory fees the employee has paid. The reimbursable compulsory fees include:

- (A) Matriculation fees required with an application for admission to the school.
  - (B) Registration fees required when registering for an additional school term.
  - (C) Fees applicable to specific classes, such as laboratory fees or fees required for the use of special equipment by all students enrolled in the course.
  - (D) Graduation fees required of all candidates for a similar degree.
9. The plan does not provide for the payment of other expenses such as textbooks, supplementary course materials, transportation, meals or any other expenses. Non-reimbursable fees include:
- (A) Student activity fees
  - (B) Late registration fees
  - (C) Instalment payment service charges
  - (D) Vehicle registration and parking fees
  - (E) Special examination fees for courses which have been failed or examinations not taken when scheduled.
  - (F) Fees which are in the nature of penalties or fines for violation of school regulations
  - (G) Hospital/medical/surgical fees or insurance
  - (H) Fees for use of school recreational facilities
10. When educational expenses are met by scholarships, governmental aid or benefits, employees will be eligible for a refund only on that portion in excess of the amount of such outside benefits.

**Administration**

11. Applications for Tuition Refund must be submitted to the employee's immediate supervisor for referral to the department head and the individual responsible for local adminis-

tration of the plan. It is the employee's responsibility to determine eligibility for entering the school and eligibility for enrolling in the courses, before making application to the Company.

12. The benefits under this plan may not be withheld from an employee as a disciplinary measure.
13. The employee will be notified of the action taken by a returned copy of the tuition refund application.
14. Appropriate payment for tuition refund and compulsory fees will be obtained by the person in charge of the plan and given to the employee by the immediate supervisor.
15. The person responsible for local administration of the plan will be responsible for:
  - (A) The recording of additional education in the employee's personal file.
  - (B) The submission of the Annual Tuition Refund Plan Report for the 12 months ending in June 30 to the Manager, Management Development & Training, Hamilton G.O.
16. In the event that the Company requests an employee to participate in courses, institutes, seminars, meetings, etc., conducted by educational institutions, the above voluntary refund plan does not apply. In such cases, the Company will reimburse for business expenses incurred, including reasonable travel & living expenses, tuition fees, required book costs and other instructional expense.

**RESPONSIBILITY:**

It is the responsibility of the Operation's management representative with the principal accountability in Human Resources to administer this policy.

**EXCEPTIONS:**

Exceptions to the policy may be made only upon the prior approval of the Director, Human Resources.

January 21, 1980.



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 13

March 3, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT SALARY CONTINUATION DURING  
ABSENCE FROM WORK**

Set out here is an updating of the rules for payment of salary continuation for salaried employees absent from work for extended periods due to a physical disability. Affected employees will receive their base salary, plus shift bonus, less benefits provided under the Group Sickness and Accident Insurance Plan in accordance with the following schedule:

| <b>Employment Service</b>       | <b>Period of Salary Continuation<br/>Less G. S. A. Benefits</b> |
|---------------------------------|---|
| Less than 2 months              | None  |
| 2 months but less than 1 year   | 1 week  |
| 1 year but less than 2 years    | 2 weeks   |
| 2 years but less than 3 years   | 3 weeks   |
| 3 years but less than 4 years   | 4 weeks   |
| 4 years but less than 5 years   | 5 weeks   |
| 5 years but less than 10 years  | 6 weeks   |
| 10 years but less than 15 years | 11 weeks  |
| 15 years but less than 25 years | 16 weeks  |
| 25 years and over               | 26 weeks  |

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Employees will only be eligible for the maximum period of salary continuation for extended absence (over five (5) days) once in any 12 month period.

**Casual Absence**

Absences of a casual nature (five (5) days or less) due to legitimate sickness, injury or extreme emergency, will continue to be paid at full salary to those employees who have qualified for a vacation (two (2) months service). Absence with pay for these reasons will be generally limited to a total of eight (8) days in any one (1) year.

Emergency situations will be considered to include the following:

- To attend to urgent legal matters.
- Emergent medical or dental appointments.
- Sickness in the family where arrangements must be made for the care of children.
- Other conditions of a like nature to the above.

Notification, not later than the day prior, is expected to be given by the employee to their supervisor of the impending necessary absence and the associated reason. Where extreme emergencies prevent prior notification, consideration will be given to each individual case. Normal medical and dental appointments should be arranged for outside working hours and, if not possible, in a manner to provide minimal conflict with the scheduled working day.

Casual absence will be calculated in increments of 1/100th of an hour.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh



**INTERNATIONAL**

**Navistar International  
Corporation Canada**

Letter No. 14

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**ABSENCE JUSTIFICATION PROGRAM**

During 1988 negotiations the Union raised the concern of employees remaining on the absence justification listing for an extended period of time.

The Company and the Union agreed that the Labour Relations Manager and the Office Chairperson will jointly conduct an annual review, in January of each year, of the attendance records of those employees on the absence justification program listing to determine whether their attendance has improved to the point which would justify removal from the list.

Yours very truly,

J.J. Krete  
Manager,  
Human Resources

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 15

February 25, 1985

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT COLA CALCULATIONS**

This letter is to confirm agreements reached by International Harvester Canada Ltd. and the International Union, U.A.W., regarding the establishment and calculation of Consumer Price Index (1969 = 100).

It was agreed that the Company shall calculate the monthly Consumer Price Index beginning with the month of January, 1985, using the Consumer Price Index (1981 = 100).

The Consumer Price Index as published by Statistics Canada shall be converted from a 1981 base to a 1969 base by multiplying the Index published each month on the 1981 base by the conversion factor of 2.5189 (100/39.7).

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The resulting 1969 base index for Canada shall be rounded to the nearest 0.1 Index Point. The resulting monthly index shall be used in calculating the three month average Index in accordance with 10.02 (d). The table in 10.02 (d) has been constructed to provide that 1¢ adjustments in the Cost-of-Living Allowance shall become payable sequentially for each 0.3, 0.2, 0.3, 0.2, 0.3 change in the Index, and so forth with that sequence of the five changes being repeated thereafter in the table so as to produce an average adjustment over time of 1¢ for each .26 change in the Index.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

JJK/lp



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 16

January 19, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: MUTUAL RESPECT AND ACCEPTANCE**

During the 1981 Chatham Plant contract negotiations, the Company and Local 35 of the UAW discussed the principles of mutual respect and acceptance. Particular emphasis was given to a review of the Company's position regarding the establishment of new manufacturing plants engaged in operations identical or similar to the Chatham Plant. The Union expressed its concern that the Company, by establishing such new operations, would diminish its relationship with the Union and the employees it represents at Chatham Plant.

The Company has assured the Union that the creation of new manufacturing plants does not represent any lack of acceptance between the parties. The Company has indicated that, if employees who may be hired to perform clerical and technical work at newly established manufacturing operations select the U.A.W. as their agent through the certification process; the relationship so established will be on the same basis of mutual respect and acceptance that exists at the Chatham Plant. The Company further extended its assurance to the Union that it will maintain a neutral posture during any campaign that the Union mounts to convince employees at a newly established manufacturing

operation as described in the preceding paragraph of the desirability of membership in the U.A.W. The Union has assured the Company in return that any such campaign will be conducted free from misrepresentation of fact and that the mutual respect reflected in this letter will characterize the conduct of the organizing effort.

The Company agreed that it will meet with the International Union prior to the opening of a new manufacturing plant which will produce products similar to those produced at our Chatham Plant represented by Local 35 employees. During this meeting the Company and the Union will attempt to reach agreement on the competitive utilization of the new facility and the conditions to be used for the initial staffing of technical and clerical jobs at that facility.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 17

January 19, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: TEMPORARY ASSIGNMENTS**

During the 1981 Contract Negotiations, the subject of temporarily assigning Local 35 employees was discussed and resolved with the understanding that problems and/or alleged abuses would be brought to the attention of the Manager, Human Resources, by the Office Chairperson.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh

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Phone 519 352-1200



**INTERNATIONAL™**

**Navistar International  
Corporation Canada**

Letter No. 18

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**MANDATORY OVERTIME WHILE  
ON TEMPORARY ASSIGNMENT**

During the 1988 Contract negotiations, the Company and Union discussed the subject of temporary assignment as it relates to the administration of overtime. The Company agreed to the following points:

1. The Company will not force an employee who is on temporary assignment on a job within the other seniority unit to work mandatory overtime while on that same temporary assignment.
2. When an employee works or rejects an overtime opportunity within the other seniority unit, the Company will not credit the employee's overtime record for the subject occurrence.

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3. When an employee is temporarily assigned to a job and an overtime opportunity occurs, the temporarily assigned employee will become eligible for the overtime if the normal operator declines or is absent.

Yours very truly,

J.J. Krete  
Manager,  
Human Resources



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 19

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

January 21, 1981  
Reissued: August 1, 1988

Dear Mrs. Innes:

**SUBJECT: OUTSIDE BUSINESS CONSULTANTS**

During our 1981 Negotiations, the Union raised the question of the role of outside business consultants in International Harvester Company operations. Your particular concern has been the potential impact of consultant recommendations upon the contractual agreements that exist between the Company and the Union.

The Company has advised you that business consultants will not assume any of the functions of management as set forth in the labour agreements, but will be utilized to review Company operations and make recommendations on improvements in systems, procedures, facilities etc. In the event management elects to implement a consultant recommendation and it can be foreseen that such implementation will affect the **Union-Management** relationship, the Company will meet with the Union to review the changes that will take place. The purpose of such review will be to assure that the Union has the opportunity to raise any claim of violation of the labour agreement which would occur through the introduction of a new system, procedure or facilities plan.

Yours very truly,

**J. O. Vanest**  
Manager  
Human Resources

JOV/sh

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M5M4  
Phone 519 352-1200





**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 20

January 21, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT RECOUPING OF WAGE OVERPAYMENT**

In the past, the Pay Office has come to a mutual agreement with the employee concerned as to the amount and period for the correction of wage overpayments.

Since there is possibility of disagreement, the Company agrees that the maximum of \$30.00 per week will become the practice (unless the employee desires a larger deduction), until the full amount is repaid.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 21

January 20, 1981

Reissued: August 1, 1983

Mrs. A. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT SUPPLEMENTAL ALLOWANCE**

During the 1981 Contract Negotiations, the Company and the Union agreed that the attached letter regarding supplemental allowance eligibility would be applicable to the **Local 35** Unit.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/dl  
Attachment

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 22

June 2, 1980

Mr. J. O. Vanest  
Chatham Plant

**GRIEVANCE PROCEDURE RE:  
SUPPLEMENTAL ALLOWANCE**

During the 1980 contract negotiations it was agreed that grievances requesting a determination of eligibility under the Non-Contributory Retirement Plan would be submitted to the arbitrator only "where the Company specified that the reason for the employee's discharge will result in his/her being ineligible to receive a supplemental allowance."

In the application of this provision such discharged employee will receive a supplemental allowance without being required to process a grievance, unless the reason for such discharge is one of the following:

- (a) a physical act of violence which could cause great bodily harm against any individual employed by the Company.
- (b) sabotage of Company property, or
- (c) theft from the Company for profit.

J. R. Marchant

ag  
cc: Mr. R Kotapski

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 23

January 21, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: INVESTIGATIVE INFORMATION**

During the 1981 Contract negotiations, the Company agreed that it would continue its past practice of supplying information to Union Committee members necessary for the proper investigation of employee grievances and complaints.

It was further agreed that, in doing so, normal requests would be made through the Union Representative's immediate supervisor with disputes being referred to the Labour Relations Manager.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 24

January 21, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: QUESTIONNAIRES  
(INDIRECT LABOR STUDIES)**

During the 1981 Contract negotiations the use of employee questionnaires for the purposes of indirect labor studies was discussed.

In the future, all questionnaires concerning the work content of a salaried employee will be directed to the management of the area and not the employees.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL HARVESTER**

**CANADA**

Letter No. 25

January 27, 1981

Reissued: August 1, 1983

Mr. L. Rustin  
UAW International Representative  
220 St. Clair Street  
Chatham, Ontario N7L 3J7

Dear Mr. Rustin

**SUBJECT: FAMILY EDUCATION PROGRAM**

It is understood between the parties that employees, who are selected by the Union to receive scholarships to attend educational programs at the Union's Port Elgin Centre, will be given Leaves of Absence for not more than two (2) consecutive weeks for this purpose. In addition, such employees, upon request, will be provided with a maximum of two (2) weeks' vacation pay while in attendance at the Port Elgin Centre.

Such an employee will be given, in the same calendar year in which he attends the Port Elgin Program, preferential opportunities over all other employees in the bargaining unit to work during the vacation shutdown, provided there is work available at his operation which he is qualified to perform.

Notice of designation of scholarship recipients must be provided the Company not later than June 1 of each year. It is further understood that no more than four (4) scholarship recipients will be granted the above preferential scheduling and/or leave consideration from any manufacturing operation where the Union holds bargaining rights in any one (1) calendar year.

Yours very truly,

J. O. Vanest

Manager

Human Resources

JOV/dil

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Phone 519 352-1200





**INTERNATIONAL'**

**Navistar International  
Corporation Canada**

Letter No. 26

January 26, 1981

Revised: April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

#### **SHIFT PREFERENCE**

Following is an outline of the Agreement with Local 35, regarding the introduction and application of shift preference.

1. The official changeover was effective September 1, 1978.
2. Seniority, in regard to shift assignment, would be applied so that the senior person in the department and in the same classification would have his/her shift preference.
3. Shift preference changes must be made at least five (5) weeks prior to the annual vacation shutdown and Christmas shutdown periods.
4. In applying the qualification provision as outlined in Section 6.01, if due to seniority, a junior employee was scheduled for permanent second or third shift, the assignment would not be made until such time that the junior employee had received at least two (2) week's training on his/her position if the

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position grade was up to and including Grades six (6). In the case of positions in Grade seven (7) or over, the requirement would be up to two (2) months' experience. (An extension of the time limits could be made by mutual agreement between the Company and the Union.)

5. During periods where, for reasons such as training, vacation shutdown or replacement and extended disability, an employee is required to work a particular shift, the staffing of the remaining shifts would be made in line with seniority.
6. If, in any department, the employees voluntarily elect shift rotation and are prepared to work in rotation, this **would** be allowed.
7. Any abuses of the shift preference option by any employee would be discussed between all parties concerned.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

/jv



INTERNATIONAL HARVESTER

CANADA

Letter No. 27

Mrs. A. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

January 28, 1981  
Reissued: August 1, 1983

Dear Mrs. Innes:

**SUBJECT STATIC DISABILITY PLACEMENT**

During the 1981 Contract Negotiations, the Company and the Union agreed that an employee who, due to a static physical defect (defined as a physical condition which is not expected to change in the foreseeable future), and is certified by the Company Doctor as requiring work of a different nature from his regular work for an indefinite period, will be assigned to any existing vacancy deemed to be suitable by the Company Doctor, providing the employee is capable of satisfactorily performing such work and his seniority entitles him to such assignment.

If such vacancy does not exist and providing the employee has one (1) year's seniority service, he will be assigned to work being done by a shorter service employee within the unit whose job he is capable of performing and which work is deemed suitable by the Company Doctor. Once placed, the employee would maintain a preferred seniority status on such position over a more senior employee, subsequently going through the same job placement procedure.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/dl

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL™**

**Navistar International  
Corporation Canada**

Letter No. 28

April 4, 1988

Mr. J. R. Hind  
Office Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**STATIC DISABILITY PLACEMENT WITHOUT  
A COMPANY DOCTOR ON STAFF**

During the 1988 negotiations, the Company and Union agreed to implement the following procedure for the placement of Local 35 employees with static physical defects when the Company does not have the services of a physician on staff. In this circumstance, all provisions of Letter No. 21 will apply with the following exceptions:

1. The employee's family physician (or attending M.D. specialist when applicable) will submit appropriate written documentation clearly outlining the nature of the permanent work restrictions to be applied to the employee. Should the Company have reason to question these new or revised restrictions, or should the restrictions not be clear, it will contact the employee's physician or M.D. specialist to discuss the matter. The Company will only challenge the restrictions through the use of a physician or M.D. specialist.

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2. The Supervisor, Employment and Benefits and a representative appointed by the Union will jointly attempt to place the subject employees per the seniority provisions outlined in Letter 21.

In reference to items 1. and 2. above, medical disputes between a physician or M.D. specialist representing the Company and the employee's family physician or attending M.D. specialist will be resolved by the use of a mutually agreed upon third party M.D. specialist independent medical examination whose decision will be final and binding on both parties. When appropriate, the parties will forward an agreed-upon statement of facts to the independent specialist prior to the examination.

Reasonable expenses incurred by the employee as well as the cost of the medical examination will be shared equally by the Company and the Union when the dispute is related to Item 2 above.

In addition to the above, should the Company add a physician on staff, or retain the services of an outside physician in the future, the parties may continue the use of this procedure by mutual consent.

Yours very truly,

J.J. Krete  
Manager,  
Human Resources



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 29

January 21, 1981

Reissued: August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: POSITION DESCRIPTION**

In the event a position description in the bargaining unit and/or a position grade is to be revised or a new position description is introduced by the Company, the Personnel Services Manager will discuss the revision with the Office Chairperson prior to its submission to the Company's General Office.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/sh

CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200



**INTERNATIONAL**

**Navistar International  
Corporation Canada**

Letter No. 30

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**REACTIVATE UNLISTED POSITION DESCRIPTIONS**

During the 1988 Contract Negotiations, the Company and the Union discussed the issue of how to reactivate Position Descriptions that have been deleted from the Collective Agreement.

It was agreed that Position Descriptions, deleted from the 1988 Collective Agreement, will be kept on file in Human Resources. When an unlisted position is added to the Local 35 workforce it will be compared to those Position Descriptions on file, and if the job fits then it will be reactivated. If it doesn't fit, a new Position Description will be generated according to the Collective Agreement.

In addition it was agreed to:

- (a) delete the Buyer's Assistant classification from Section 7.16 of the Collective Agreement because it is not populated. However it is also agreed that if this position is repopulated in the future it will be relisted within section 7.16 as in the 1984 Collective Agreement.

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(b) delete the Payroll Calculating Clerk No. 165-004 from Letter No. 7 of the Collective Agreement Letters because it is not populated. However, it is also agreed that if this position is repopulated in the future it will be relisted in Letter No. 7.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources





**INTERNATIONAL'**

**Navistar International  
Corporation Canada**

Letter No. 31

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant  
Dear Mr. Hind:

**POSITION DESCRIPTIONS**

During the 1988 Contract Negotiations the Union raised the concern that the Position Descriptions no longer reflected the work done.

The Company agreed that the Personnel Services Manager will update the content of all Position Descriptions that are active after ratification. The supervisors will review the redraft with the employee(s) and the area Union representative.

The Position Descriptions will be returned to the Personnel Services Manager for discussion with the Office Chairperson in accordance with Letter 29 of this Collective Agreement.

In addition the Company agrees to supply the Office Chairperson with enough copies of the revised Position Descriptions to be distributed to each Local 35 employee.

Yours very truly,

**J. J. Krete**  
Manager,  
Human Resources

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No.32

February 25, 1985

Mrs. A. J. Innes  
Chairperson  
UAW, Local 35  
Harvester Unit

Dear Mrs. Innes:

**SUBJECT: BENEFIT COVERAGE DURING  
LEAVE OF ABSENCE**

This will serve to confirm that when vacation falls during a period of approved Leave of Absence, the vacation will be used to abut either the beginning or the end of the approved Leave of Absence, so that the employee may be extended benefit coverage for the vacation portion of the Leave of Absence.

Yours very truly,

J.J. Krete  
Manager  
Human Resources

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 33

February 25, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: OVERTIME FOR TRAVELLING**

During the 1985 Contract Negotiations, the Company and the Union discussed the issue of paying overtime for travel outside the normal shift schedule of hours to conduct Company business.

The Company agrees to consider travel time as "time worked" and therefore will pay overtime under the following conditions:

1. Only Local 35 employees working in Chatham at the Chatham Plant on a full-time basis will be eligible for overtime due to travelling.
2. The planned itinerary must be approved prior to departure by the employee's Department Manager.
3. Overtime will be authorized to be paid only after eight (8) hours worked on normal workdays. "Time worked" will start at the time the employee leaves the Plant, or his home if departure is earlier than the employee's normal shift schedule. "Time worked" will start at the time the Company business at a remote location is scheduled to begin if travel was on the previous day.

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Forexample, if an employee travelled for five (5) hours on a Sunday evening to arrive at a remote location for a Company business meetings scheduled to begin at 10:00 a.m. the following day, the employee would be eligible for five (5) hours pay at double time, and his eight (8) hour shift the following day would be considered to start at 10:00 a.m., even though his normal starting time may have been 8:00 a.m.

4. Overtime will be authorized to be paid for all travel time on Saturdays, Sundays and designated holidays.
5. Reasonable and normal travel time, excluding mealtime, on a portal-to-portal basis will be considered as "time worked".
6. Should the Department Manager and the employee agree to have the employee drive directly home rather than return to the Plant at the completion of business at a remote location, or if an employee leaves home instead of the Plant to drive directly to the remote location, the travel time to be used in computing "time worked" will be the lesser of the time between home and the remote location or the Plant and the remote location.
7. These provisions will not apply to employees travelling to or from training sessions, training seminars, educational programs, product or facility shows, or anything of a like nature during the normal work week.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

JJK/ad



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 34

August 1, 1983

Mr. L. Rustin  
U.A.W. International Representative  
220 St. Clair Street  
Chatham, Ontario  
N7L 3J7

Dear Mr. Rustin:

**SUBJECT: STENOGRAPHERS MINUTES**

This will confirm the understanding reached in the 1983 Contract Negotiations.

**When a stenographer records minutes during a meeting under the Grievance Procedure of the Local 35 Collective Agreement, those stenographer's minutes would not be submitted as evidence in an Arbitration Hearing.**

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/ad

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Phone 519 352-1200



**INTERNATIONAL<sup>®</sup>**

**Navistar International  
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Letter No. 35

August 1, 1983

Revised: April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C. A. W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**EMPLOYEE UNABLE TO PERFORM AVAILABLE WORK**

During the 1983 Local 35 Negotiations, the Union expressed its concern about the possibility of a high-seniority employee being placed on layoff through his/her inability to satisfactorily perform a job to which the employee had been reassigned, through a reduction of manpower per Section 7.04 of the Collective Agreement. This letter will confirm the understanding of both the Company and the Union that the following procedure will be utilized should this situation arise.

The subject employee will take available work in the same or lower labour grade, if qualified to do so. Should other work not be available, the employee will bump the most junior employee in the office whose job same employee is qualified to perform. If the subject employee fails to satisfactorily perform the available work, or the work held by the junior employee (whichever be the case), then same employee will be laid off.

---

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The original position vacated by the employee unable to perform the work will be filled per the provisions of paragraph 69 of Section 7.04.

It was further agreed that should the junior bumped employee not be the most junior employee working in the office, same employee will be allowed the opportunity to bump the most junior employee, providing he/she is qualified to perform the work.

During the 1988 Contract Negotiations the Company and the Union agreed to extend the provisions of this letter to employees unable to satisfactorily perform a job which had been reached according to Section 7.16 of the Collective Agreement.

Yours very truly,

J.J. Krete  
Manager,  
Human Resources



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 36

August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT REDLINE LETTER**

During the 1983 Negotiations, the Company and Union discussed the status of an employee who is retained or recalled to a job because of a special skill as an exception to seniority. It was agreed that such employee is retained in position, out of line of seniority, only to perform the work in question.

Should another job open up, the exception to seniority employee may not be deemed a qualified applicant unless senior employees do not apply under Section 7.16 or more senior employees who are qualified on the layoff list are not available. The provisions of Paragraph 69 will not apply to exception to seniority employees.

Yours very truly,

J. O. Vanest  
Manager  
Human Resources

JOV/ad

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 37

August 1, 1983

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: TEMPORARY SHUTDOWNS**

Temporary reductions of office personnel resulting from a cessation of plant operations for a period of two (2) weeks or less, to a maximum of three (3) times per year, will be administered as follows.

1. All Principals and Buyer's Assistants whose jobs are functioning will be retained on their jobs, with the exception that a Principal may bump another Principal providing the employee is capable of performing the job in a reasonable manner. The remaining functions required during the period in question will be filled according to contractual language with the exception of Section 7.04, Paragraph 68. Employees must be capable of performing the job in a reasonable manner after a brief orientation.
2. All employees affected by a temporary reduction and layoff will be restored to their regular job assignments upon resumption of normal plant operations, unless a permanent manpower change has been implemented.

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3. Temporary shutdowns affect the office workload at different points in time. In some departments, employees are out of work the week before; and in others, the week after the down period began. This causes problems in the distribution of work to employees. Some departments should reduce the week before the shutdown and return a week earlier. Others should maintain operations a week longer after the shutdown begins and ends. The Company and Union agreed to discuss these situations as they arise and seek solutions to resolve inefficiencies.
4. Employees temporarily reduced, scheduling vacation during the subject period or immediately afterward, will receive vacation pay calculated on the basis of their pre-shutdown classification and wage.

Yours very truly,

**J. O. Vanest**  
Manager  
Human Resources

JOV/ad



**AL**

**Navistar International  
Corporation Canada**

Letter No.38

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**TEMPORARY ASSIGNMENTS BETWEEN  
UNIT A AND UNIT B**

During the 1988 Contract Negotiation the parties agreed that in cases where "A" Unit employees are temporarily assigned to perform work in the "B" unit or vice versa, those employees will not acquire seniority in the unit for the time temporarily assigned.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 39

August 1, 1983

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: TEMPORARY ASSIGNMENTS**

During the 1983 negotiations the Company and Union agreed that employees who are temporarily assigned to a different classification for a minimum of three (3) consecutive weeks or an accumulation of three (3) weeks in one (1) week increments in a six (6) month period will have said assignment recorded on their personal employment card.

The employee will be required to initiate the appropriate form(s) initialled and dated by the respective supervisor(s), and present the form(s) to the Personnel Services Manager or designate who will record the temporary assignment.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

/jv

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 40

August 1, 1983

Mrs. A. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: S & A AND LEAVE OF  
ABSENCE REPLACEMENTS**

During the 1983 Negotiations, the Company and Union agreed to assign employees returning from S&A or Leave of Absence under the provisions of Paragraph 275 as follows:

1. Absences of seventeen (17) weeks or less

All affected employees shall return to their original positions held prior to the commencement of such absence.

2. Absences in excess of seventeen (17) weeks

The employee in question shall be assigned to the original position held prior to the absence. All employees involved in the subsequent moves shall be placed in accordance with the seniority provisions of Section 7.04.

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In both of the above situations, should the position and the work performed at the time of the absence not be available, then the returning employee would be assigned in accordance with the seniority provisions of Section 7.04.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/ad



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 41

February 28, 1985

Mrs. A. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT FUTURE PENSION PLAN CHANGES**

During the 1985 Negotiations, the Company and the Union agreed that any changes in the Non-Contributory Retirement Plan negotiated with Local 127, in the next agreement, will apply to Local 35, with the same effective date.

It was further agreed that any lump sum payment to eligible pensioners and to eligible surviving spouses negotiated with Local 127 in the next agreement will also apply to Local 35, with the same effective date.

Yours very truly,

R. C. Hillis  
Manager,  
Employee Benefits

RCH/ad

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**INTERNATIONAL<sup>1</sup>**

**Navistar International  
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Letter No. 42

August 1, 1983

Revised: April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**VISUAL DISPLAY TERMINALS**

During the 1983 Negotiations, the Company and the Union discussed the problem of inconveniently located Visual Display Terminals and related equipment, such as keyboards, printers, etc.

The Company has already made changes to improve the location of such equipment and will continue to do so in the future.

During the 1988 Negotiations it was agreed that any of the problems related to visual display terminals will be referred to the Ergonomics Committee for resolution.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 43

August 1, 1983

Mrs. A. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: DATA ENTRY COURSE**

During the 1983 Negotiations, the Company and the Union discussed the availability of the Data Entry Courses. The Company is prepared to offer the training based on the following criteria:

1. Premises and equipment to be supplied by the Company, providing it does not interfere with regular shift operations.
2. The instructors must be qualified IHC employees, and their wages are to be provided through a government grant, i.e. T.I.B.I. Class size will be limited to five (5) students.
3. Applicants will be selected from the active roll. These employees will not have bumping rights if they are to be laid off prior to their completion of the course.
4. Employees who successfully complete the course (7,000 key strokes per hour) will not have bumping rights at that time.

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5. During an office reduction, only one graduate will be placed per month unless there are good business reasons for accepting more than one. This may be done by mutual agreement between the Company and the Union.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/ad



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 44

August 1, 1983

Mrs. Arlene Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT 90 DAY DRUG SUPPLY**

This will confirm our understanding reached during these Negotiations concerning the Union request for a ninety (90) day supply on covered drugs.

The Company will identify and prepare a list of those covered drugs which are prescribed on a continuing basis for an ongoing medical condition. Those drugs appearing on the list will be eligible for a reimbursement of a ninety-day supply.

Yours very truly,

J. O. Vanest  
Manager,  
Human Resources

JOV/ad

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 45

June 15, 1983

Mr. L. Rustin,  
U.A.W. International Representative,  
Chatham Sub-Regional Office,  
220 St. Clair St.,  
Chatham, Ontario  
N7L 3J7

Dear Mr. Rustin:

**SUBJECT: PARTIAL PLANT CLOSINGS**

During these Negotiations, the Company and the Union discussed the result of a partial plant closing and its impact on employees represented by your Union. As a result of these discussions, the Company has agreed to develop a partial plant closing agreement for the Chatham Plant which would go into effect if there was an elimination of a major operation after the effective date of this contract.

For purposes of this agreement, a "partial plant closing" will be defined as the elimination of work as a direct result of a single event of the sale, transfer, or permanent discontinuance of a product line or business segment which would cause the permanent reduction in force of the lesser of twenty percent (20%) or of one hundred and fifty (150) employees in the Bargaining Unit then on the active payroll.

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For purposes of this letter the term "single event" is understood to mean that while a decision may be made by the Company to divest itself of a portion of its business as identified above, the decision may be executed in incremental stages so that when viewed in their totality, they would cause the permanent reduction of the lesser of twenty percent (20%) or one hundred and fifty (150) employees in the Local 35 Bargaining Unit then on the active payroll.

Further, if during the duration of this agreement, different product lines or business segments are affected by a series of events which result in an aggregate reduction of thirty percent (30%) or more from the active bargaining unit payroll as of the effective date of this agreement, the Company will implement a partial plant closing agreement. **Also**, the Company will identify, by seniority, from the then current layoff list to Chatham Plant, the number of employees affected by the series of events as described above.

The Company will provide the Union with sixty (60) days advance notice of such an event so that discussions of the sort contemplated in plant closing situations may take place.

#### **Partial Plant Closing— Pensions**

Those employees placed on layoff, pursuant to the provisions of this partial plant closing agreement, who are not eligible for regular early retirement at time of layoff, but who can become eligible for regular early retirement before a break in service occurs, may elect to retire with benefits commencing on the first day of any month after attaining age 55 (early regular early retirement date) and receive the following retirement benefits in lieu of the benefits otherwise payable at the date first eligible for regular early retirement (regular early retirement date).

1. Commencing on such early regular early retirement date, a life income benefit (subject to the provisions of Section 2.01 of Article II of the Plan) based on benefit levels in effect at time of early regular early retirement which is "actuarially reduced" (utilizing regular early retirement factors) to reflect the earlier commencement of payment of the life income benefit which would otherwise be payable at regular early retirement date.

2. Commencing at such regular early retirement date, a supplemental allowance, if any, which would have been otherwise payable at such date based on benefit levels in effect at early regular early retirement date and life income benefits referred to in (1) above, before reduction.

Employees recalled before commencement of early regular early retirement benefits shall cease to be eligible for such benefits.

**Partial Plant Closing – Insurance**

Those employees placed on Layoff pursuant to the provisions of this Partial Plant Closing Agreement who are age 55 and over at time of layoff, who elect Early Regular Early Retirement (E.R.E.R.) will be eligible for the Ontario Health Insurance Plan (E.R.E.R./O.H.I.P.) Semi-private Room coverage up to 120 days and Ambulance Benefit up to \$25 commencing on such Early Regular Early Retirement Date and ending on the day before such employee's Regular Early Retirement Date. Regular after-retirement Health-Security benefits shall commence on such employees, Regular Early Retirement Date.

During any period after Early Regular Early Retirement Date that Hospital-Surgical-Medical coverages are provided to the employee under the provisions of the Health-Security Agreement, whether provided with or without cost to the employee, none of the E.R.E.R./O.H.I.P. coverages shall be provided.

During the period of E.R.E.R. and prior to the employee's Regular Early Retirement Date the employee may elect Prosthetic Device and Durable Medical Equipment coverage provided under Part II Articles II, III, VIII and IX of the Health-Security Program Agreement by irrevocably agreeing to make monthly contributions reflecting the additional cost of such coverage, as determined from time to time by the Company, over the cost of the E.R.E.R./O.H.I.P., Semi-private, Ambulance coverage. Such elections shall be made only at the time the employee elects Early Regular Early Retirement.

In the event the employee should cease making the required contributions, all E.R.E.R. Health coverage will immediately cease without any right of reinstatement.

Yours very truly,

J. O. Vanest,  
Manager  
Human Resources

/vl



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 46

February 25, 1985

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

**SUBJECT PAID EDUCATIONAL LEAVE**

During these negotiations, the parties have discussed the labour education program developed by the Union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of Company financial support of this program. This program, entitled the UAW Leadership Training Program, has received contribution from the Company over a five-year period which began in July, 1981.

In recognition, therefore, of the contributions this program can make to the improvement of the Union/Management relationship and toward more effective administration of the Collective Agreement, the Company agrees as hereinafter set forth to make a grant to the UAW Leadership Training Program (P. E. L. Trust).

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Past Company contributions to the Leadership Training Program (P.E.L. Trust) have been tax deductible. Providing that such amounts shall continue to be deductible, the Company will contribute the sum of \$6,250 to the P.E.L. Trust in equal quarterly payments of \$312.50 on the following dates:

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| 04/01/85 | 04/01/86 | 04/01/87 | 04/01/88 | 04/01/89 |
| 07/01/85 | 07/01/86 | 07/01/87 | 07/01/88 | 07/01/89 |
| 10/01/85 | 10/01/86 | 10/01/87 | 10/01/88 | 10/01/89 |
| 01/01/86 | 01/01/87 | 01/01/88 | 01/01/89 | 01/01/90 |

The Union will cooperate fully in providing the Company with all documents regarding the UAW Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program as described by the Union during these negotiations. Annually, the Union will provide the Company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

A leave of absence for participation in the Union's program will be granted by the Company in accordance with Article 14 of the Collective Agreement to seniority employees designated by the Canadian Director of the International Union to the Manager, Human Resources for the Company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Chatham Plant.

Employees granted such leaves will be excused from work, without pay, for up to twenty (20) days of class time, plus travel time where necessary; said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the 1985 Chatham Plant Agreement.

Yours very truly,

J. E. Reble  
Director  
Human Resources

JER/ad



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 47

February 28, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: STATUTORY HOLIDAY OVERTIME PAY**

During the 1985 Contract Negotiations, the Company and the Union discussed the issue of rate of pay for Local 35 employees working more than eight (8) hours on a designated holiday.

The Company agreed to pay triple time to employees for all hours worked in excess of eight (8) hours on a designated holiday.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

JJK/ad

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**Letter** No. 48

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**“A” VERSUS “B” UNIT SENIORITY RIGHTS**

During the 1988 contract negotiations the Company and Union discussed the application of Articles 7.16 and 7.06 as to their application in relation to “A” versus “B” unit employee seniority rights

In an attempt to help clarify the sequence through which an opening is filled, refer to the attached flowchart. The flowchart is not intended to modify or override any provisions of the contract, but only to offer a simplified graphical illustration of these sections of the contract.

Yours very truly,

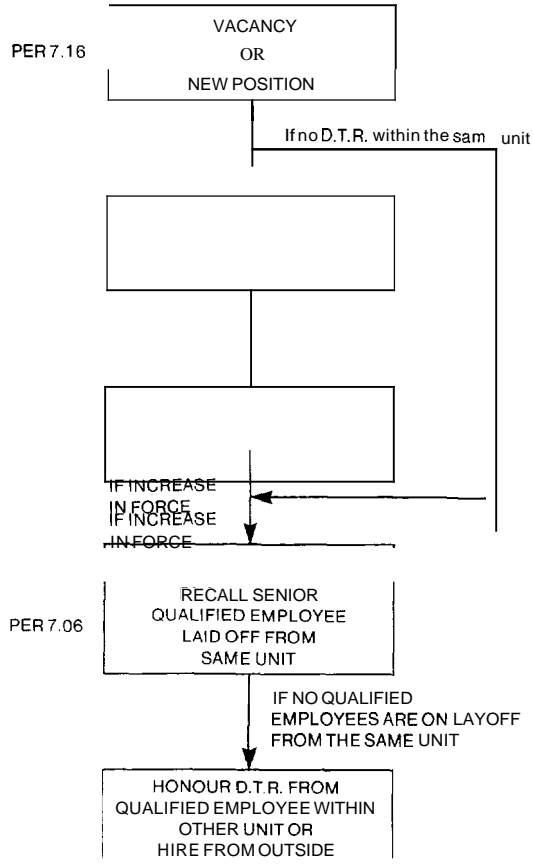
J. J. Krete  
Manager,  
Human Resources

(att.)

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SENIORITY SEQUENCE WHEN APPLYING  
SECTIONS 7.16 and 7.06





**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 49

February 28, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: RIGHT OF SELECTION**

During the 1985 Contract Negotiations, the Company and the Union discussed the application of Section 7.16(c). "Right of Selection".

The company agrees that in the application of Section 7.16(c), the right of selection on a vacancy will be restricted to the selection of a person covered by this Collective Agreement, provided that there is at least one person in the seniority unit in which the vacancy occurs who has the necessary qualifications and who has applied for such vacancy.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

JJK/ad

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Phone 519 352-1200**



**DNAL**

**Navistar International  
Corporation Canada**

Letter No. 50

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**EMPLOYEE ACCESS TO PERSONNEL FILES**

During the 1988 Negotiations the Union raised the employee concern of whether the contents of employees files were correct and complete.

The Company agreed to provide Local 35 employees access to their own personnel files held in the Human Resources Department, on the employees own time, provided the review is conducted in the presence of a representative from Human Resources Department at a mutually agreed upon time and date.

Medical files are not available for review by anyone other than the Medical personnel.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 51

February 21, 1985

Mrs. A. J. Innes  
Chairperson  
UAW, Local 35  
Harvester Plant

Dear Mrs. Innes:

**SUBJECT: RESTORATION AFTER  
TEMPORARY REDUCTION**

During the 1985 contract negotiations the Company and the Union agreed that employees, who changed jobs or went to layoff, would be restored to their original positions held prior to the temporary reduction.

Should it become necessary to put a permanent reduction in place during such a temporary reduction, it is agreed that the permanent reduction will be implemented based on the positions the employees held prior to the temporary reduction.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

**CHATHAM PLANT 508 Richmond Street Chatham, Ontario N7M 5M4  
Phone 519 352-1200**





**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 52

February 19, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT NOTIFICATION OF  
TERMINATION OF BENEFIT COVERAGE**

During the 1985 Contract Negotiations, the Company agreed that laid-off employees would be informed when and prior to the expiry of their benefits covered under the applicable Pension, Insurance Plans and Supplemental Unemployment Benefit Plans

Yours very truly,

J. J. Krete  
Manager  
Human Resources

JJK/ad

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Phone 519 352-1200**



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 53

February 19, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: CHANGES IN COMPANY POLICY**

During the 1985 Contract Negotiations, the Company and the Union discussed the subject of changes in Company Policy that affect all salaried represented employees at the Chatham Plant.

The Company agrees that it will advise the Chairperson in advance if possible, of any known changes in Company policy that will affect all salaried represented employees at the Chatham Plant.

Yours very truly,  
J.J. Krete  
Manager  
Human Resources

JJK/ad

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Phone 519 352-1200



**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 54

February 20, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: INVERSE SENIORITY**

During the 1985 Negotiations, the Company and the Union discussed the concept of inverse seniority.

Both parties agreed that in cases of temporary layoff for a definite period of time, inverse seniority would be applied only if the SUB CUCB is at a level of \$264.50 or more immediately prior to the layoff.

When applying inverse seniority, the following procedure will be used.

1. The senior employee occupying the classification within the department which the Company has chosen to reduce will be allowed the option of going to layoff for the duration of the reduction, rather than bump a junior employee within that same classification and department number.
2. At the conclusion of the temporary reduction, all employees who opted for layoff, as well as those employees who were forced to change jobs, will be restored to their original positions held prior to the layoff.

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3. If during the layoff period the Company chooses to re-populate a job originally reduced, and an employee had opted to take layoff as a result of the original reduction, that same employee will be required to return to work according to Section 7.07(e) of the Collective Agreement.

Yours very truly,

J. J. Krete  
Manager  
Human Resources

/ad



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Corporation Canada**

Letter No. 55

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**UNION REPRESENTATION DURING OVERTIME HOURS**

During the 1988 contract negotiations the Company and Union discussed the issue of a lack of Union representation available to Local 35 employees when they work overtime.

The company recognizes that circumstances may require the immediate attention of a Union representative. When this is the case, the employee requiring the services of his/her Committeeman may contact the Committeeman at home, and request that the Committeeman return to the office to address the problem. Should the Committeeman find it necessary to return to the office to attend to the matter, he/she will be paid for the actual time worked at the applicable overtime rate.

The employee in need of the Committeeman will request a signed gate pass from his/her supervisor, or, if the immediate supervisor is not present, any managerial employee present at the time, then, drops it off at the front gate to be picked up by the Committeeman on the way in.

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**Should this agreement be abused, the Manager of Human Resources and the Office Chairperson will resolve the abuse.**

**Yours very truly,**

**J. J. Krete  
Manager,  
Human Resources**

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 56

Mrs. Arlene Innes  
Chairperson  
UAW, Local 35  
Chatham, Ontario

Dear Ms. Innes:

**SUBJECT: SUB-OVERTIME SUPPORT**

During the 1985 negotiations the Company and the Union agreed that:

1. A Special Fund will be established for and during the term of the 1985 Collective Agreement.
2. Such Special Fund will equal an accrual by the Company of 50¢ per overtime hour worked by all covered employees in excess of five percent (5%) of straight time hours worked by such covered employees — calculated on a twelve month rolling average.
3. During the term of the 1985 Collective Agreement, the Special Fund will be utilized only in support of the SUB Plan, and then only if needed.
4. The use of the Special Fund would be determined solely by the amount of the Credit Unit Cancellation Base (CUCB) of the applicable Junior or Senior Benefit Account as determined from time to time under the SUB Plan for the purpose of determining the cancellation rate of Credit Units on the payment of Regular Benefits under the SUB Plan. In the event that such CUCB amount otherwise would fall below the applicable

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amount that would require an increased Credit Unit cancellation rate from 5 to 10 Units for Employees with 1 but less than 5 years of Seniority and from 4 to 5 Units for Employees with 5 but less than 10 years of Seniority, the Company will make weekly contributions to the SUB Fund from the balance in the Special Fund. Such additional contribution amount from the Special Fund would be an amount that, together with the amount of regular Company contributions to the SUB Fund that week, would be sufficient to pay all Regular Benefits then due and payable and still keep such CUCB from falling below the amount requiring the increased cancellation rate described above. At any time the balance of the Special Fund is exhausted, the regular provisions of the SUB Plan would apply.

5. As of the end of the 1985 Collective Agreement period, the parties would negotiate the usage of any balance then remaining in the Special Fund.

Yours very truly,

R.C. Hillis,  
Manager  
Employee Benefits

/v/





**Navistar International  
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Letter No. 57

April 4, 1988

Mr. Jerry Hind  
Chairperson  
C.A.W. Local 35  
Chatham Plant

Dear Mr. Hind:

**SUBJECT: CONTINUATION OF  
SUB - OVERTIME SUPPORT**

During the 1988 negotiations the Company and the Union agreed to continue the Special Fund, established as a result of the 1985 negotiations, and intended to support the SUB Plan if required.

It was further agreed that the balance in the Fund (which effective January 31, 1988 was \$1,190.69) would be carried forward in the Special Fund.

Yours truly,

J.J. Schumacher  
Director  
Human Resources

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Letter No.58

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

### **OVERTIME FOR YEAR END CLOSING**

During the 1988 Contract Negotiations the subject of the four (4) week time frame referred to in the Memorandum of Agreement on Overtime, Section entitled "Inventory", was discussed. The concern was that Accounting Personnel would not know when this additional overtime period of four (4) weeks would begin and end.

The Company agreed that Accounting Supervisors would notify the employee(s) in writing, in advance of the four (4) week period occurring on their job with copy to the Unit Chairperson.

Yours very truly

J. J. Stanaway

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**INTERNATIONAL HARVESTER  
CANADA**

Letter No. 59

February 27, 1985

Mrs. A. J. Innes  
Chairperson  
Local 35 UAW, IHC Unit  
Chatham Plant

Dear Mrs. Innes:

**SUBJECT: ONE-TIME DEPENDANT SELECTION**

During the 1985 Negotiations, discussions were held regarding eligibility for Health Benefit coverage under Part II, Article XIII, Section 3.

The Company agreed that with the concurrence of Local 127 employees, Local 35 employees whose spouses are also employed by International Harvester Canada Limited will be given a one-time opportunity to elect who will carry the Health Benefit coverages. This opportunity will also be given to new Local 35 employees or Local 35 employees who marry Local 127 employees.

Yours very truly,

**R. C. Hillis**  
Manager  
Employee Benefits

RCH/ad

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Letter No. 60

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**MOVEMENT OF DOCUMENTS  
TO THE CAMPBELL BUILDING**

During the 1988 Contract negotiations the Company and the Union discussed the need to protect documents being transferred from the office vault to the Campbell vault.

Effective immediately, the following procedure is to be followed when documents are required to be moved to the Campbell vault;

1. A mutually agreed upon time will be set by the area supervisor and the Foreman, Receiving and Shipping
2. No files are to be moved during windy or inclement weather
3. Files are to be moved using equipment and containers which ensure that there is no loss or damage to the files or boxes they are in
4. An employee from the office area responsible, will accompany the files at all times during the move

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The office department responsible will prepare the documents to be moved from the office vault to the Campbell vault. Stores personnel assigned by the Foreman, Receiving and Shipping will move the documents from the office vault to the Campbell vault. Office personnel will put the documents away in the Campbell vault.

Files being stored in the Campbell vault are required to be saved for a specific number of years. They may be requested during Government or Accounting audits. We must make sure they are protected at all times.

Yours Truly,

J. J. Krete  
Manager  
Human Resources



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**Navistar International  
Corporation Canada**

Letter No. 61

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**ISSUANCE OF PAYCHEQUES**

This reaffirms the Company's policy to continue its current practice of issuing paycheques to all salaried employees on Thursday afternoons.

Employees on vacation on Thursday afternoon and Friday will receive their paycheques on Thursday morning.

Yours very truly,

J. J. Krete,  
Manager,  
Human Resources

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Letter No. 62

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**INFORMATION MEETINGS**

During the 1988 negotiations, the Union expressed a desire to be kept better informed on matters affecting the long-term viability of the plant and the security of the employees.

In this regard the Company agrees to establish Information Meetings at least every two months between the Plant Manager and the Unit Chairperson at mutually agreed dates to discuss mutual concerns, such as schedules, pending changes to the work environment and the work content within the office, outside factors affecting the plant, etc. It is understood that members of the Bargaining Committee and the Plant Manager's staff may be included on items of particular concern.

The Company and Union acknowledge the value of open, two-way communications in developing mutual trust and affording those involved an opportunity to provide input to the decision making process.

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It is recognized that such decisions are ultimately at the discretion of the Company, and dependent on our ability to remain cost competitive.

L. E. Clement  
Plant Manager





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Corporation Canada**

Letter No. 63

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**CHAIRPERSON WORK CENTRE**

During the 1988 negotiations the Company agreed to provide the Union Chairperson with a workcentre, specifically the now existing area located upstairs over the IE department. This area will include a desk, chairs and telephone. The Chairperson will use this area only when performing Union business.

In addition, each Union steward will be provided with a lockable device to be used for storage of his/her Union materials.

Yours very truly,

J. J. Krete  
Manager,  
Human Resources

/jv

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Letter No. 64

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local35, C.A.W.  
Navistar Unit  
Chatham Plant

Dear Mr. Hind:

**TRIFOCALS AND HEARING AIDS**

During the 1988 contract negotiations the subject of Local35 employees requiring trifocal lenses was discussed.

When a Local35 employee (who normally wears single or bifocal lenses) requires an additional pair of trifocal lenses, as a direct result of any work-related activity (such as the use of VDT's, etc.), the Company will extend its Vision Care Program to cover this additional pair under the same terms and conditions as those that governed the purchase of the original pair of lenses.

In addition, the Company also agreed to shorten the minimum replacement time for hearing aids and molds for employee dependents under the age of eighteen (18) years, from the current three (3) year minimum to a two (2) year minimum time frame.

Yours very truly,

K. A. Sherring  
Personnel  
Services Manager

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Letter No. 65

April 4, 1988

**SMOKING IN THE OFFICE AREA**

The Company and Local 35 share their concern for the health, safety, and comfort of all employees. It is recognized that smoke from cigars, pipes and cigarettes poses a serious health risk to both smokers and nonsmokers alike. Studies indicate also that sidestream and secondhand smoke, besides being an irritant to most nonsmokers can also have harmful effects on their health.

Both parties, in recognition of the facts, intend to continue to support "Stop Smoking" campaigns, and to encourage employees who do smoke in the office areas to make an honest effort to respect the rights of nonsmokers in their area.

The issue of smoking or not smoking is a very sensitive workplace issue which, if not approached positively, has the potential of creating disharmony in the workplace. Only through patience and cooperation on everyone's part can a balance be achieved.

In those circumstances where a balance cannot be achieved, the company will introduce additional measures to rectify the problem employing such methods as work area relocation, smokeless ashtrays, etc. to protect its nonsmoking workers. The company and the union also welcome the suggestions of involved employees in determining a workable solution in those circumstances.

J. R. Hind  
For the Union

L. E. Clement  
For the Company

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Letter No. 66

April 4, 1988

Mr. J. R. Hind  
Chairperson  
Local 35, C.A.W.  
Navistar Unit

### **MODIFIED WORKING HOURS PROGRAM**

During the 1988 negotiations, the Company and Union spent considerable time discussing the subject topic. Several factors were discussed that may be affected by these modifications, such as, customer expectations, long term viability of the plant, past and present levels of absenteeism, support of the production functions, etc.

The Company and Union have agreed to a modification of working hours for all Local 35 represented employees. This program will be implemented effective the second Monday following ratification and will remain in force throughout the current contract, unless Local 127 reverts back to a forty (40) hour work week, at which time Local 35 will track Local 127. In addition, this program may also be cancelled at any time should both the Company and **Union** mutually agree to do so. In either case, cancellation of this program will reinstate all normal provisions of the 1988 contract that otherwise have been superseded by this program.

Details of the program are listed below

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**A Hours of Work**

**Normal Work Week**

- |   | Monday–Thursday        | Friday                 |
|---|------------------------|------------------------|
| (i) <b>1st Shift</b> (curr. 7:00 a.m. shift)  |                        |                        |
|   | 7:00 a.m. – 12:10 p.m. | 7:00 a.m. – 12:00 noon |
|   | 12:40 p.m. – 4:00 p.m. |                        |
| 2nd Shift                                     |                        |                        |
|   | 4:00 p.m. – 8:00 p.m.  | 12:00 p.m. – 5:00 p.m. |
|   | 8:30 p.m. – 1:00 a.m.  |                        |
| (ii) <b>1st Shift</b> (curr. 8:00 a.m. shift) |                        |                        |
|   | 7:30 a.m. – 12:10 a.m. | 7:30 a.m. – 12:30 p.m. |
|   | 12:40 p.m. – 4:30 p.m. |                        |
| 2nd Shift                                     |                        |                        |
|   | 4:30 p.m. – 8:30 p.m.  | 12:30 p.m. – 5:30 p.m. |
|   | 9:00 p.m. – 1:30 a.m.  |                        |

**NOTE:** The normal Modified Work Week hours listed above may be further adjusted, providing there is prior mutual agreement between the Manager of the department and the Office Chairperson.

(iii) **Work Week Containing Friday Holiday**

**1st Shift**

Monday–Wednesday — Same as (i) and (ii) above

Thursday– 7:00 a.m. – 12:30 p.m.

or

7:30 a.m. – 1:00 p.m.

**2nd Shift**

Monday– Wednesday — same as (i) and (ii) above

Thursday– 12:30 p.m. – 6:00 p.m.

or

1:00 p.m. – 6:30 p.m.

(iv) **Work Week containing Monday Holiday**

**1st Shift**

Tuesday–Thursday — same as (i) and (ii) above

Friday– 7:00 a.m. – 12:30 p.m.

or

7:30 a.m. – 1:00 p.m.

2nd Shift

Tuesday–Thursday— same as (i) and (ii) above

Friday–12:30 p.m. – 6:00 p.m.

or

1:00 p.m. – 6:30 p.m.

(v) Exceptionsto Support Various Requirements

As discussed and agreed to during negotiations, the following list represents exceptions to the above listed modified working hours:

1. Supply8 Inventory

To providethe required “hot material” information by no laterthan6:00 am. Mondaymornings (e.g. carriers andtrailer numbers),the listed classifications will be required to work the hours identified:

a) Traffic Control **Clerk** (425-008) 2nd Shift  
Mon. – Thurs. Friday  
12:30 p.m. – 9:00 p.m. 12:30 p.m. – 5:30 p.m.

b) Reward **Clerk** (335-005)  
Mon. –Thurs. Friday  
5:00 a.m. – 2:00 p.m. 5:00 a.m. – 10:00 a.m.

c) Principal **Materials Scheduling Clerk** (210-009)  
\* Two (2) employees are required to work the following hours:

Tues. – Fri. Monday  
7:00 a.m. – 4:00 p.m.  
or 12:30 p.m. – 5:30 p.m.  
7:30 a.m. – 4:30 p.m.

Senior employees may elect to work these hours otherwise “rotation” will be utilized.

Itwas also agreedthatshouldthe above exceptions not be sufficient to provide the information when required, the hours for a) and b) plus hours and manpower for c) above will be adjusted to fulfill such requirements.

2. **Accounting Dept.**

The following exception is required to provide computer time coverage:

- (i) ISS Console Operator (040-010)

**1st Shift**

**Mon. — Thurs.**

9:30 a.m. – 6:30 p.m.

**Friday**

9:30 a.m. – 2:30 p.m.

**3rd Shift**

**Mon. — Thurs.**

12:00 a.m. – 8:30 a.m.

**Friday**

12:00 a.m. — 7:30 a.m.

- (ii) Due to month end processing, it is agreed that for those individuals whose workload would dictate a work day greater than five (5) hours or whose anticipated services would be required after 12:00 p.m. on Friday would take the proceeding Monday as their modified work day.

3. The Paint Technician (160-010), Stock Status Investigator/REWARD (386-007) and those employees working in the Specification Centre are all directly supporting plant production operations and, therefore, will be required to work 5.5 hours on the Friday preceding a Monday Statutory holiday as shown below in B(iv). When this occurs these individuals will work 39.5 hours in the current week and only 38.5 hours the following week. It is agreed that all hours will be paid on a straight time basis which averages 39.0 hours for the two (2) week period.

**B Work Week Hours**

- (i) **Normal Work Week**

|              | <b>M</b> | <b>T</b> | <b>W</b> | <b>T</b> | <b>F</b> | <b>Total</b> |
|--------------|----------|----------|----------|----------|----------|--------------|
| Hours Worked | 8.5      | 8.5      | 8.5      | 8.5      | 5.0      | 39.0         |

- (ii) **Friday Statutory Holiday week**

|              | <b>M</b> | <b>T</b> | <b>W</b> | <b>T</b> | <b>F</b> | <b>Total</b> |
|--------------|----------|----------|----------|----------|----------|--------------|
| Hours Worked | 8.5      | 8.5      | 8.5      | 5.5      | H        | 31.0         |

- (iii) **Monday Statutory Holiday week**

|              | <b>M</b> | <b>T</b> | <b>W</b> | <b>T</b> | <b>F</b> | <b>Total</b> |
|--------------|----------|----------|----------|----------|----------|--------------|
| Hours Worked | H        | 8.5      | 8.5      | 8.5      | 5.5      | 31.0         |

(iv) **Monday Statutory Holiday Week** (for exceptions working same as plant)

| F   | S | S | M | T   | W   | T   | F   | Total |
|-----|---|---|---|-----|-----|-----|-----|-------|
| 5.5 | 0 | 0 | H | 8.5 | 8.5 | 8.5 | 5.0 | 30.5  |

**C. Overtime**

All thirty-nine (39) hours worked within the new modified work week will be on a straighttime basis. **Mandatory overtime language will be applied as per the 1988 Collective Agreement, excepting that there will be no mandatory overtime on a shortened Thursday, (that is, the day before a Friday statutory holiday). Note: The factor of 1.0256 will not be applied to overtime hours worked.**

**D. Vacation (Article 9)**

Vacation time may be scheduled in increments of four (4) hours or more, other than those weeks held for the annual vacation shutdown period.

During the modified work week program, a vacation week will be equal to thirty-nine (39) hours of time off the job.

Statutory holidays are equal to eight (8) hours regular pay grossed by a factor of 1.0256 with the exception of the five (5) day week at Christmas. The forty (40) hour Christmas week will be paid at the non-grossed rate.

**E. Absenteeism**

As a result of concerns regarding a possible increase of absences on Friday, it has been agreed that individual cases of abuse will be reviewed and addressed by the Manager of Human Resources and the Unit Chairperson.

It is understood that this modified work week agreement will override all applicable articles of the 1988 collective agreement only while the program is in effect, and, during such program, pay will be based on forty (40) hours (39 hours X 1.0256 = 40 hours pay), and, that a reduction of one (1) day will be made to the casual absence allotment outlined in Letter No. 13.

Yours very truly,  
**J. J. Krete**  
 Manager,  
 Human Resources

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