

Collective Agreement

Between



HAYES-DANA INC.
Drive Train Division, Thorold, Ontario
Chassis Products Division, Thorold, Ontario

and

Local 676 (C.A.W. - Canada)
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada

June 1, 1989 - May 31, 1992
excl'd 17/12/90 ER **JUL 13 1990**

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COLLECTIVE AGREEMENT

Entered into this first day of June, 1989, between Hayes-Dana Inc., St. Catharines, Ontario, hereinafter referred to as "The Company" which includes Plant II U-Joint Plant, Thorold, and Plant III Frame Plant, Thorold,

and

The National Union, United Automobile, Aerospace and Agricultural Implement Workers of Canada, **CAW** - Canada, and **C.L.C.** and local Union No. **676**, hereinafter referred to as "The Union"

WITNESSETH: The parties hereto mutually agree as follows:

RECOGNITION

I-1

The Company **recognizes** the Union as the sole collective bargaining representative of all employees or persons in the Bargaining Unit, for the purpose of bargaining in respect to wages, hours and all other working conditions.

(a) Plant Movement

Except where prohibited by law, or previous Agreement with other Unions, whenever the Company transfers operations or departments from any plant covered by this agreement to a plant which is newly acquired or built by the Company, employees engaged on such operations or employed in such departments may, as they so desire, be transferred to the new plant with their full Company seniority.

(b) Moving Allowance

Transfer moving allowance: any employee who is on the active employment rolls and is offered and accepts a transfer from one plant to another plant, under the Plant Movement Section, will be paid a moving allowance provided:

1. The new plant location is at least eighty (**80**) kilometers from the plant at which he last worked and he moves his residence as a result of such relocation, and

2. His application is received by the Company within six (6) months after commencing employment at the new plant.

(C) Amount of Moving Allowance

The amount of moving allowance will be the amount shown in the following table:

<i>Kilometres Between Plant Locations</i>	<i>Single</i>	<i>Married</i>
80 - 159	\$ 665.00	\$1,470.00
160 - 479	740.00	1,620.00
480 - 799	800.00	1,700.00
800 - 1,599	965.00	2,020.00
1,600 or more	1,220.00	2,310.00

1-2

The Bargaining Unit shall consist of all hourly rated employees, all persons laid off with seniority rights to recall after layoff, and all persons with seniority on **authorized** leave of absence, in the Company's plants, with the exception of foremen and those above the rank of foreman, time study men, draftsmen, tool designers, industrial security guards, staff trainees, salaried and office workers.

1-3

For the **purpose** of this Agreement, an employee is a person who is receiving wages for performing work for the Company except those persons excluded under Clause **9-20**.

Throughout this Agreement, the masculine personal pronouns are applicable to all employees, male or female.

1-4

The Company may assign a reasonable number of staff trainees to work at Bargaining Unit jobs for training purposes. No Bargaining Unit employee shall be laid off as a result thereof.

RESERVATIONS TO MANAGEMENT

2-1

The Union **recognizes** the right of the Company to hire, promote,

demote, transfer, discipline, suspend, or discharge any employee for just cause, subject to the rights of the employee under the grievance procedure as provided in this Agreement.

2-2

The Union further **recognizes** the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The products to be manufactured, the schedules of production, the methods, processes, and means of manufacturing are exclusively the responsibility of the Company.

2-3

The Company also has the right to make and alter rules to be observed by all employees. Such rules shall not be inconsistent with the provisions of this Agreement. When rules are instituted or altered, the Union shall be notified prior to **their** effective date. Penalties arising out of the violation of plant rules will be subject to the rights of the employee under the grievance procedure as provided in this Agreement. Letters of warning for the violation of plant rules shall be void twelve months after the date of issue except those issued relative to alcohol (**22-4-2**) and absenteeism resulting from alcohol which shall be void twenty-four months after the date of issue. Once void a written disciplinary record will not be used at any point of the grievance procedure providing no active complaint or grievance is being processed at expiration time.

UNION MEMBERSHIP AND DEDUCTION OF DUES AND ASSESSMENTS

3-1

All employees presently employed, and all new employees covered by this Agreement shall become or remain a member of the Union to the extent of **paying the amount** of dues uniformly required as a condition of acquiring or retaining membership in the union so long as he remains in the bargaining unit.

1/2
2/1

3-2

In accordance with Clause 3-1, the Company will deduct such amounts as are **authorized** in writing by the Financial Secretary of Local 676. Dues are payable after 40 hours worked in any one month. these amounts will be forwarded to the Union.

Special assessments, assigned by the Union, will be deducted from the employees in equal amounts from the employees' first week and third week pays payable, providing there is pay payable in the first and third week.

3-3

Any employee who fails to comply with the foregoing provisions of Clause 3-1 and Clause 3-2 will be considered to have voluntarily quit.

3-4

No partial deductions or deductions for monies in arrears will be made under the provisions of Sections 3-1 and 3-2. All sums deducted under Section 3-2 will be remitted by cheque to the **du-ly authorized** official of the Union not later than the twentieth (20th) day of the month in which the deductions are made together with a list of the employees' deductions. Any deductions made in error by the **Company** will be refunded by the Union.

3-5

The Company may **cease** at any time to make such deductions and remittances if there is a breach of Section 8-1 by members of the bargaining **unit**. However, this right shall not apply if the Union, **through its** President or the National Union, through its Regional Director or his representative, repudiates in writing such a breach within forty-eight (48) hours of its commencement.

UNION MEETINGS AND LITERATURE

4-1

The Union agrees that none of its members will conduct Union activities or meetings on Company time, or on Company property, except as provided for in this Agreement.

4-1(a)

The Union may, after receiving permission from the Company, conduct plant gate collections, providing a member of Local 676 is in attendance at the gate collection. The Company agrees that permission will not unreasonably be withheld.

4-2

Items of Union literature to be distributed or posted on Company premises must have the prior approval of the Industrial Relations

Manager. Union notices will be posted on the two (2) bulletin boards in each Plant, provided and located by the Company, and maintained in an orderly and up-to-date manner by the Union.

In addition there will be one (1) social board in each plant, provided and located by the Company, for the use of employees for the posting of sundry notices.

UNION REPRESENTATION

5-1

The Company will recognize a Plant Negotiating Committee of fourteen (14) employees including the full-time chairman elected by the Union in a manner determined by the Union. The Union will notify the Company of the names of these committeemen. Not more than seven (7) members of the Committee shall meet with Management at any one time.

When more than one (1) member of the seven (7) Committeemen who meet with Management are from the same department, they may be assigned to different shifts at the discretion of the Company when Union activities interfere with their job performance.

The Company will recognize one (1) full-time Union Chairman, elected by the Union in a manner determined by the Union. This chairman will be paid by the Company on the basis of a regular work day as follows: 630-1

(a) If an ~~inverse~~ ~~work~~ ~~worker~~, the average earnings of the department from which he came.

(b) If a day worker, the rate of his classification.

Applicable wage increases will apply to (a) and (b) above. For the purpose of representation, the full-time chairman shall be assigned to the day shift and shall be entitled to weekend overtime pay, consisting of four (4) hours pay for each day, at the applicable rate, whenever more than 10% of the employees in the plants are at work.

The Company will also recognize two (2) committeemen, designated by the Union as Plant Chairmen, one from each of Plants II and III, elected by the Union in a manner determined by the Union. These Plant Chairmen and the President of the Union, while processing grievances or conducting negotiations

will be paid at:

- (a) If an incentive worker, his year-to-date average beginning June 1 each year, up to the end of the prior pay period.
- (b) If a day worker, his regular rate.

During the vacation shut-down, should employees be required to work, the Company will endeavour to ensure Union representation is available in the plant concerned.

5-2

The Union **may** appoint employees as Stewards in a ratio of one employee to every thirty **(30)** employees, or fraction thereof, in the Bargaining Unit. The Union shall notify the Company in writing of the names of the stewards and the zones and department(s) they represent.

(See letter **#3**.)

5-3

Stewards and Committeemen shall be allowed reasonable time from their duties to investigate and process grievances, after receiving the approval of their foremen. When the foreman considers that the time so used is of more than reasonable duration, he may decline to approve payment for the excess. The Company will provide day jobs for two **(2)** plant chairmen to be designated by the Union, one **(1)** each in Plant II and Plant III. The Company will provide day jobs for two **(2)** additional Committeemen, one **(1)** from each of the plants - II and III, plus one **(1)** skilled trades chairman designated by the Union. The Company will provide a day job for the president of the Union in his respective plant. The President shall have the same rights and duties as a Committeeman.

5-4

A Steward or Committeeman shall secure the permission of the Foreman concerned when entering a department other than his own.

5-5

A meeting between the Committee and Management will be held on Thursday of each week, where possible, to discuss unresolved grievances. The parties will exchange an agenda of items to be discussed three **(3)** work days in advance of the meeting. The Union will submit its agenda to the Industrial Relations Manager

and the Company will submit its agenda to the full-time chairman. Management will be represented at this meeting by the Industrial Relations Manager or other representative and the **Divison** Manager concerned or his representative.

5-6

Committeemen or Stewards, while investigating or processing grievances or conducting negotiations during working hours, shall be paid at:

- (a) Their regular rate, if day workers;
- (b) Code **42DW**, if incentive workers;
- (c) Committeemen and Stewards will be paid at the rate of their average earnings when attending negotiations and grievance meetings with Management. The average earned rate will be calculated based on a year-to-date average beginning June 1 each year up to the end of the prior pay period. This calculated average will be increased by any applicable wage adjustments in effect at the time of calculation.

5-7

Any member of the Bargaining Committee who attends grievance meetings or negotiations will be paid by the Company at straight time for the time spent in accordance with the rates set out in Clause 5-6.

C3/D
1

The Company also agrees that the Bargaining Committee may have present at the grievance meetings, if necessary, one (1) **grievor** per grievance and one (1) Steward or Committeeman involved. However, should other employees involved in the grievance be required at the grievance meetings they may be present only by mutual agreement. The Company agrees that they shall not unreasonably withhold permission for these individuals to attend. These employees will be paid at straight time for time so spent at these meetings as per the following:

- (a) regular rate if a day worker;
- (b) Code **41** if an incentive worker.

5-8

At any meeting with Management the Negotiating Committee may have present: the Local Business Agent, the Regional Director

of the C . A.W., Representatives of the National Union and/or any employee involved in a grievance under discussion. The Company may have present persons other than Management personnel.

5-9

Any member of the Plant Negotiating Committee after obtaining permission from Management may enter the plant at any time for any good reason relating to the performance or application of any of the provisions of this Agreement. The Committee member may be accompanied by a representative of the Company.

COMPANY REPRESENTATIVES

6-1

All foremen have the authority to handle grievances at the appropriate steps of the grievance procedure except for policy grievances as referred to in Clause 7-3.

GRIEVANCE PROCEDURE

7-1

An employee who has a complaint which is not satisfied by discussion **with** his foreman shall file a written grievance on the form supplied by the Company. An employee may be accompanied by his Steward or Committeeman from his department or zone when he discusses a complaint with his foreman. Grievances shall be investigated or processed during working hours.

7-2

1st Stage - If a complaint or grievance, following **the** discussion with the foreman, is not satisfactorily adjusted by the foreman it will be submitted in writing on the proper form to the foreman by the employee or his Union representative.

The foreman shall reply in writing on the proper form within **forty-eight (48)** hours (excluding non-working days) after the receipt of the written grievance.

7-3

(a) **2nd Stage** - if the grievance is still in dispute following the foreman's reply it will be placed on the meeting agenda in accordance with Section **5-5**. A written decision will be sent to the Committee Chairman within three **(3)** work days following the meeting. When it is evident that a grievance is of such a nature that, it is beyond the jurisdiction of a Section Manager, the committee may present such a grievance directly to Management

as a policy grievance and it will be placed on the agenda in accordance with Section 5-5.

Grievances submitted by **the** Company will be placed on the agenda in accordance with Clause 5-5.

- (b) **3rd** Stage - If the grievance is still in dispute following the written reply of the Company at the second (**2nd**) stage it may be advanced to the third (**3rd**) stage and it will be placed on the agenda in accordance with Section 5-5.

7-4

4th Stage - Failing settlement, either party may notify the other in writing of its intention to submit the grievance to arbitration and shall nominate an arbitrator. If the two parties do not agree upon an arbitrator within five (**5**) days of the notice, either party may request the Minister of Labour for Ontario to appoint an arbitrator.

If arbitration is to be invoked, the request for arbitration in writing will be made to the Company within five (**5**) working days following the delivery of the decision to the Union following step 3 of the grievance procedure.

Grievances referred to arbitration shall have priority in the following order:

- (1) Discharge,
- (2) Suspension,
- (3) Policy,
- (4) Regular:

If the agreed upon arbitrator cannot conduct a hearing within thirty (**30**) days, another arbitrator shall be selected by the parties. It is anticipated that the arbitrator will submit an award within thirty (**30**) days from the date of the hearing.

GRIEVANCE PROCEDURE

Complaint

(1)

(Verbal)

Union Representative + Grievor + Foreman

(2)

(Written)

Foreman's Reply Within Two Days

(3)

(Weekly Grievance Meeting)

**Area Manager+ Personnel Representative
+ Union Committee**

(4)

Arbitration

7-5

A grievance shall not be **arbitrable** unless it involves the interpretation, application, administration, or alleged violation of the Agreement. The arbitrator shall determine on this basis whether a grievance is **arbitrable**. The arbitrator shall not alter, add to, subtract from, modify, or amend any part of this Agreement and shall make no finding which is not supported by interpretation of the specific words in this Agreement. In respect to penalties involved, he shall be entitled to modify or set aside such penalties if, in his opinion, it is just and equitable to do so.

7-6

All decisions of the arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding upon the Company, the Union, and all persons concerned.

7-7

The expenses of the arbitrator shall be shared equally by the Company and the Union.

7-8

A suspended employee or discharged person, his Committeeman, and/or the Union President shall have the opportunity of meeting the Industrial Relations Manager or his representative as soon as possible after the suspension or discharge.

7-9

If a suspended employee or discharged person wishes to present a grievance against his suspension or discharge, he shall, through **the** Committee, present it to Management within two **(2)** scheduled working days after written notification to the employee or person and the committee of his suspension or discharge. Management shall render a decision to the Committee Chairman within two **(2)** working days of the submission. If the decision is unsatisfactory, **the** grievance may be submitted to arbitration.

7-10

A grievance involving **the** suspension or discharge of **any** employee may be disposed of by the Company and the Committee, or by the arbitrator, by confirming the Company's decision to suspend or discharge the employee, or by reinstating the employee or discharged person **with** full seniority rights and compensation of

lost earnings, if an incentive worker at his year to date average, or by any other arrangement which is just and equitable.

7-11

A person who has been laid off out of seniority in violation of this Agreement shall be paid for the time lost as a result of such layoff if he presents his grievance within five (5) working days after his layoff. If he fails to submit a grievance within five (5) working days he shall be paid only from the time of submitting the grievance. Incentive workers shall be paid at their year to date average.

7-12

Grievances concerning production standards shall be filed and processed in accordance with Section 14-8 and 14-9.

7-13

The Company shall not be required to pay any claims or make any adjustments retroactive for more than sixty (60) days prior to the date of the submission of a grievance.

7-14

Unless a grievance is advanced to the next stage of the grievance procedure within five (5) working days following the delivery of an answer, it shall be considered to have been settled.

STRIKES AND LOCKOUTS

8-1

The Union agrees that there shall be no strike, work stoppage, or slowdown of work so long as this Agreement continues to operate.

(See letter #17).

8-2

The Company agrees that there shall be no lockout so long as this Agreement continues to operate.

8-3

In the event of a strike involving members of the Bargaining Unit, the Union will assist in ensuring that visitors, foremen, those above the rank of foreman, timestudy men, draftsmen, tool designers,

industrial security guards, staff trainees, salaried and office workers, and employees required for emergency repairs are permitted free and unobstructed passage into and out of the Company's premises. The Union will also assist in ensuring that the maintenance employees mentioned above report for work and perform their regular duties to which they are assigned.

8-4

If during a strike the Company attempts to use employees outside the bargaining unit to do work on operations usually performed by members of the Bargaining Unit who are on strike, or attempts to use maintenance employees mentioned in section **8-3** on work other than that for which they are permitted free and unobstructed passage into and out of the Company's premises, the Union shall no longer be bound by the provision of Section **8-3**. The company will allow two accredited representatives of the Union to make tours of inspection at any time to ensure that this provision is not being violated. However, if the dispute is in violation of Section **8-1**, the Company shall not be bound by the provisions of this Section.

8-5

The Union further agrees it will assist 'in ensuring that no work stoppage will result in the Company's plants from any dispute which may arise between any other employer and his employees.

SENIORITY - General

9-1

A probationary employee is an employee who has not acquired seniority, or is an employee who has lost his seniority rights to recall and has been rehired.

9-2

A probationary employee shall acquire seniority by ~~working thirty (30) full-shift days during~~ **working thirty** a period of six **(6)** months, in which event his seniority shall date back thirty **(30)** working days from the date seniority is acquired. In no case will an employee's seniority date be a date prior to his service date.

8/2030

- (a) If the Company schedules a shift of less than eight **(8)** hours, it shall be considered a full shift for the purpose of acquiring seniority.

9-3

No allowance will be made for absence due to illness or other causes. A probationary employee may be released at the discretion of the Company.

9-4

Provisions governing skilled trades seniority in **the** skilled trades classification are set forth in the Appendices 1 and 2.

9-5

Current seniority lists showing **the** seniority of each employee within the appropriate categories shall be maintained in the Personnel Office, and may be inspected by any Committeeman on request.

9-6

The Company will issue Companywide and plant seniority lists in four copies to the Chairman of the Negotiating Committee. One list will show skilled trades classifications Companywide and the Chairman will be notified weekly of any revisions.

9-7

- (a) When manufacturing processes, machines, or fixtures move from department to department within the Company's plants II or III, the personnel so employed will move with the process, machine or fixtures.
- (b) When manufacturing processes, machines or fixtures are moved from the main line assembly in the Company's plant III, **the** personnel so employed may:
 - (i) move with the process, machine or fixture, or
 - (ii) exercise their seniority as per Section 9-12(a).
The junior employees so affected by Section 9-12(a) shall move **with the** process, machine or fixture.
- (c) When manufacturing processes, machines or fixtures move between the Company's Plants II or III, the personnel so employed may:
 - (i) move **with** the process, machine or fixture, or
 - (ii) exercise their seniority as per Section 9-12(b).
The employee so affected has recourse to 9-12(c).
The junior employees so affected by Section 9-12(c) shall move **with** the process, machine or fixture.

9-8

For the purpose of seniority under this Agreement, employees in the Bargaining Unit shall be divided into Departments, Groups, Classifications and Plants.

- (a) A "Department" shall be a collection of employees as agreed between the Company and the Union, and shall be formed into groups as follows:

Plant II

Group	Department
1	211 Prop Assembly 214 Heavy Duty 217 Volvo Assembly
2	222 Upsetter Dept.
3	231 Bearings 233 Journals 234 Sleeves 235 H.D. Ball Yoke 236 Stubs 237 H.D. Sleeves & Ball Yoke 238 Axle Machining
4	241 Inspection
5	251 Stockmover/Shipper 253 Sweeper/Labourer 254 Oiler

Plant III

Group	Department
1	311 Ford Mainline 313 Gas Welders 314 Paint Shop 316 T-111 Assembly 317 AeroStar Assembly
2	322 Press Department including SESCO & Heating
3	331 Inspection

- 4 341 Stockmover/Shipper
- 343 Sweeper/Labourer
- 344 Oiler

(b) A "Classification" shall be a collection of employees who do similar types of work regardless of their department or group.

Classifications shall be as follows:

- (2) Machine Operators, U-Joint Plant
- (3) Machine Operators, Frame Plant
- (4) Inspectors and Quality Control
- (5) Oilers
- (6) Shippers and Receivers
- (7) Stockmovers and Storekeepers
- (8) Sweepers and Labourers
- (9) Outside **Truck** Drivers

(c) "Plants" shall be the Company's Plant II, **Thorold**; Plant III, **Thorold**.

(d) An employee being laid off from a non-productive non-skilled classification may elect to take a voluntary layoff from the non-productive department in his respective plant, or exercise his seniority plant-wide within his classification. An employee electing to take a voluntary layoff will be subject to the terms and provisions of Clause 9-16.

9-9

An employee who exercises his seniority as a result of a temporary layoff must have had experience on similar work to insure his being able to perform the job he claims, or take the layoff.

9-10

(a) An employee who exercises his seniority as a result of an extended layoff must be capable of doing the work to which he is assigned in a satisfactory manner. However, he shall be allowed a reasonable time to become proficient in his new job.

(b) Should the low seniority job within the plant be of such a nature that it would be impractical for the average employee to exercise his seniority rights, then this job may, by mutual agreement, be by-passed subject to the grievance procedure.

9-11

A temporary layoff is one which is not expected to last more than ten (10) working days. Seniority shall be exercised in accordance with the following schedule:

- (a) Layoffs not exceeding beyond the balance of the shift being worked - no seniority shall be exercised.
- (b) When layoffs under Clause 9-1 1 (a) occur more than once in a pay period, or in layoffs of more than the balance of the shift but not in excess of five (5) working days, the employee shall have the right to exercise his seniority within the Department.
- (c) ~~The junior employee~~ affected by Clause 9-11 (b) shall have ~~the~~ right to exercise his seniority within his Group. *27/e*
- (d) Layoffs of more than five (5) working days but not in excess of ten (10) working days, ~~the junior employee~~ in the Department shall have the right to exercise his seniority within his Group.
- (e) ~~The junior employee~~ affected by Clause 9-1 1 (d) shall have the ~~right~~ to exercise his seniority within his Classification in his respective plant.

9-12

An extended layoff is one which is expected to exceed, or which exceeds ten (10) working days, unless the layoff is occasioned by a labour dispute. Seniority will be exercised in accordance with the following schedule:

- (a) An employee having ~~the~~ least seniority shall be displaced from his Department.
- (b) An employee displaced from his Department may displace ~~the~~ employee having ~~the~~ least seniority in his Group.
- (c) An employee displaced from his Group may displace the employee having the least seniority in his Classification.
- (d) An employee displaced from his Classification may displace the employee having the least seniority in the plants.
- (e) An employee who is laid off must report to the personnel office prior to the last shift worked.

9-13

The Company shall have a reasonable time to make transfers and layoffs resulting from the exercising of seniority. When it appears that the exercising of seniority would not extend their employment more than five (5) working days, the Company may lay off employees out of seniority.

9-14

In the event of an extended layoff, the Company will give the employee (including employees recalled temporarily) to be laid off the maximum possible notice, with a minimum of two (2) full working days. Employees who have the right to displace employees with less seniority but who decide to take a voluntary layoff shall not be entitled to notice beyond the end of the shift in which they are notified. An employee who works ten (10) days subsequent to receiving notice shall be given a further minimum of two (2) days' notice.

All layoffs will be posted on the bulletin boards and will comply with the Employment Standards Act.

9-15

An employee laid off out of seniority shall have recourse to the grievance procedure as set out in Section 7-11, except as limited by Section 9-13.

Voluntary Layoff**9-16**

An employee who does not choose to exercise his seniority rights as provided for, may take a voluntary layoff and become a person **with** seniority rights to recall after layoff to his Department, Group or Classification. Employees will be allowed twenty-four (24) hours from notification of layoff to decide if they are going to elect "voluntary". The twenty-four hours are not a job trial period. The Company shall not be obliged to recall such a person unless it is expected that the work will last, or does last, at least five (5) working days. A person with recall rights after layoff who has been on voluntary layoff for more than fifteen (15) days may, by written application, have his name placed on the general recall list in accordance **with** his seniority.

A person on voluntary layoff from a Department, Group or Classification which is discontinued by the Company will be placed

on the general recall list and become subject to the terms of the recall provisions.

When a layoff is the result of discontinuing a Department, Group, Classification or Plant, the employees affected may not take a voluntary layoff from the Department, Group, Classification or Plant affected. Clause **9-12** will apply.

Inverse Seniority Layoff

9-16

- (a) Layoff by inverse seniority will be applied to any scheduled layoff. Inverse seniority layoffs may not be applied until all probationary employees and employees with less **than** one **(1)** year's seniority within the Department concerned have been laid off by standard layoff procedures.

If the necessary number required to reduce **the** work force within the Department is not secured by the layoff of probationary employees and employees with less than one **(1)** year's seniority, employees within the Department who have elected inverse seniority will then be laid off in descending seniority order.

If the necessary number required to reduce the work force is still not secured, standard layoff procedures will be applied to the remaining employees within the Department. Should **this** result in employees on inverse seniority layoff being junior in seniority to those laid off by standard procedures within that particular layoff, such employees must take standard layoff regardless of their written intent for inverse seniority layoff.

- (b) Any active employee with more than one year's seniority desiring to elect layoff by inverse seniority may do so by signing a form provided by the personnel office at least six **(6)** calendar days prior to the date of notice of layoff.

Any employee wishing to cancel their application for inverse seniority **must** do so by signing the appropriate form provided by the Personnel Office at least six **(6)** calendar days prior to the date of notice of layoff.

Any application or cancellation of inverse seniority that has not been made at least six **(6)** calendar days prior to the date of notice of layoff will not be effective for that particular layoff.

- (c) Employees who are laid off by inverse seniority will return to work only after a maximum of thirteen **(13)** calendar weeks unless recalled permanently by the Company within that time.

Employees who return from inverse seniority will not be eligible for inverse seniority again until their benefits have been restored.

When permanent recall occurs, employees laid off by inverse seniority will be **the** first recalled, in ascending order of seniority, followed by those on standard layoff. Whenever possible, employees will return to the job that they were performing prior to layoff.

Should a layoff for which inverse seniority has been applied extend beyond the thirteen **(13)** calendar weeks, those on inverse seniority layoff will be returned to work at the end of the thirteen **(13)** calendar weeks and standard layoff procedures will then apply. The Company will require a reasonable length of time in which to arrange **the** standard layoff prior to the return of those on inverse seniority layoff.

Should a further extended layoff occur **while** employees are on inverse seniority **that** would place those employees on inverse seniority out of seniority in his department, group or classification, the employee so affected will automatically be placed on **the** layoff list and will be subject to the Layoff Clauses of **the** Collective Agreement.

Critical jobs

- (d) Critical jobs within each Division will be by-passed for inverse seniority application. Prior to any inverse seniority layoff, **the** Division's Management concerned and the union **will** meet to determine the critical jobs by mutual agreement.

9-17

An employee who is being laid off as the junior employee in the

Plant may elect to return only to the Department, Group or Classification from which he is being laid off. The provisions for recall from voluntary layoff as outlined in Section 9-16 shall then apply.

Committeemen
9-18

26
/x

- (a) Regardless of seniority, an employee who is a committeeman shall be kept at work in his department as long as there is work available in his department which he is willing and able to do. If no such work is available in his department, he shall have the same privilege in his elected district.

In the event of a temporary layoff, a committeeman, if he so desires, may elect to take a voluntary layoff as per Clause 9-11.

Regardless of seniority, the Plant Chairman in each plant shall be kept at work in his department, as long as there is work that he is willing and able to do. If no such work is available in his department, he will exercise his privilege in the following order:

- (1) Open job within his respective plant.
- (2) Displace the employee with the least seniority in his Classification within his respective Plant,
- (3) Displace the employee with the least seniority within his respective plant.
- (4) In the event of a temporary layoff, the Plant Chairman, If he so desires, may elect to take a voluntary layoff as per Clause 9-11.

Regardless of seniority, the Union President shall also be able to exercise his privilege in the same order as the Plant Chairman. In addition to (1), (2), (3) and (4) above, he will also be able to exercise his privilege as follows:

- (5) displace the employee with the least seniority **plantwide**.

Regardless of seniority, the full-time Bargaining Chairman shall be kept at work as long as any employees are working in any of the Company's Plants covered by this

Agreement.

- (b) Any member of the Bargaining Unit holding a Union Office cannot accept a position with Management during the term of the office he was elected or appointed for unless he forfeits his seniority.

Disabled employee ✓
9-19

It is mutually agreed between the Company and the Union that **exception** to the seniority provisions of this Agreement shall be made in favour of an employee who:

- (a) has suffered a major compensable disability, while in the employ of the Company, in the form of a major amputation which limits his ability to perform his normal job;

(An open job shall not be posted when the next person on layoff **with** seniority rights to recall after layoff has been **recognized** as meeting **the** requirements of Clause **9-19**).

(See letter #37).

- (b) has suffered a major compensable disability, while in the employ of the Company, which limits his ability to perform his normal job.

This disability and inability to perform must be satisfactorily documented by his physician in conjunction with the Workers' Compensation Board, and he must be in receipt of a Workers' Compensation Board pension or will be eligible for a Workers' Compensation Board Pension.

12-1 Such an employee shall identify the jobs he can perform in **the** Frame and U-Joint Plants and shall be considered to have bid on these jobs. He shall be given preference over other employees bidding, **regardless of their** seniority on the second job posting, providing he can **fulfill** the requirements of the job. If successful, he shall be deemed to have accepted.

An employee so placed under Clause **9-19** cannot subsequently leave the position by use of Clause **9-41** without satisfactory medical evidence in writing from the attending physician. An

employee who obtains this permission shall forfeit all rights of job bidding under Clause **9-19** and shall be considered a normal employee.

Should an employee, who has been laid off as a **9-19** employee, be eligible for recall to a job which does not fall within his restrictions, he shall be by-passed until such time as a job becomes open which falls within his limitations. The above will not apply to those employees who are employed out of seniority.

(See letter **#37**).

Employee Transferred Out of the Bargaining Unit

9-20

An employee who accepts a position outside the Bargaining Unit will maintain, but not accumulate, seniority for a period of six **(6)** months following his transfer outside the Bargaining Unit, and will forfeit his seniority at the end of this period.

Should an employee accept a transfer from the Bargaining Unit to Management, it will be for a period of at least sixty **(60)** working days. During this period, the employee will be considered on Management Staff and not in the Bargaining Unit and will not accumulate seniority.

Any employee returned to **the** Bargaining Unit shall displace the **junior** employee in his former classification or plant wherever seniority is applicable.

- (a) An employee shall not be returned to the Bargaining Unit to protect another employee with less seniority. Once a foreman returns to the Bargaining Unit and accepts another position with Management, he shall forfeit all seniority.

Key Personnel
9-22

26/0

In **the** event of a layoff it may be necessary, by mutual agreement, to retain certain key personnel to maintain the successful operation of the plant. The Company shall have the right to retain or recall out of seniority those employees or those persons with seniority rights to recall after layoff as **may** be agreed upon by the Company and the Bargaining Committee.

Recall

9-23

Persons on layoff with seniority rights to recall after layoff shall be recalled in order of seniority.

9-24

The following regulations shall apply to recall:

- (a) The Company shall notify the person who has seniority rights to recall after layoff. The notice shall also indicate if the work is assumed by the Company to be of a temporary nature.
- (b) The person who has seniority rights to recall after layoff shall within two (2) scheduled working days of the dispatch of the notice of recall, advise the Company of his intention to return to work.
- (c) Within five (5) scheduled working days of the dispatch of the notice of recall, the person who has seniority rights to recall **after** layoff shall return to work.
- (d) A person not recalled in line with seniority shall have recourse to the grievance procedure.

9-25

Failing to comply **with** the recall provisions or provide a satisfactory reason for such failure shall result in the loss of seniority and employment. Proof of notice shall consist of a registered letter mailed or a personal delivery to the address as recorded in the Personnel Office records of the person **with** seniority rights to recall after layoff.

9-26

When a recall is required immediately, the Company may recall **the** first person on layoff with seniority rights to recall after layoff who is available in line of seniority on the basis **that** he will remain on the job only until the person entitled to the job by seniority reports for work. The person on layoff with seniority rights to recall after layoff who is entitled to the job must give **the** Company two (2) days notice of his intention to return to work.

By-pass of Recall

9-27

- (a) No loss of seniority shall be incurred if a person on layoff with seniority rights to recall after layoff refuses recall because the job to which he is being recalled is assumed by the company to be of a temporary nature. A person so by-passed shall continue to be by-passed on jobs which are assumed by the Company to be of a temporary nature and shall not be entitled to return until he notifies the Company of his intention to return and there is a further job opening. He shall not be entitled to return by displacing an employee with less seniority who has returned while he was by-passed. This Clause shall not apply to recall to jobs other than those assumed by the Company to be of a temporary nature.

Loss of Seniority

9-28

An employee or a person with seniority rights to recall after layoff shall lose his seniority and employment for any of the following reasons:

- (a) If he quits.
- (b) If he is discharged and the discharge is not reversed.
- (c) If he is absent from work for more than one (1) scheduled work day without notifying the personnel office or if he fails to produce satisfactory evidence (when required) to justify absence of more than three (3) days.
- (d) If he fails to meet the requirements of the recall procedure.
- (e) If he is continuously absent from work for any reason (except when he is on **authorized** leave of absence) for a period equal to his seniority at the time he last worked.
- (f) On retirement, in accordance with the provisions of the Pension Agreement.

Leave of Absence

9-29

A person with seniority rights on **authorized** leave of absence shall accumulate seniority during such absence provided he reports for work at the expiration of his **authorized** leave. He shall not

accumulate or receive pension credits (except as provided in section 9-30, 9-31, 9-35 and 9-36), vacation pay credits (except as provided in Section 9-30 and 9-31), holiday pay (except as provided in Section 12-4 and 12-5), nor shall the Company contribute to his insurance except as provided in Section 17-4. A person who fails to report for work **within** the three (3) consecutively scheduled working days following the expiration of his **authorized** leave shall be deemed to have voluntarily quit unless he submits satisfactory evidence for his failure to report for work.

(See letter #18).

9-30

A person who is absent from work as a result of a compensable accident or compensable sickness incurred as an employee of the Company shall be considered to be a person on **authorized** leave of absence who shall accumulate pension credits; vacation credits (provided he worked during the vacation year), and seniority to which he is entitled during such absence. For the purpose of this agreement "compensable" shall mean compensable under the Workers' Compensation Act.

9-31

(a) A person who is absent from work for more than three (3) consecutive scheduled working days due to illness shall be considered for the purpose of this Agreement to be a person on **authorized** leave, provided he provides a medical certificate as supporting evidence, and shall accumulate pension credits **and** vacation credits (provided he has worked during the vacation year). He shall be granted a leave of absence if required for a period of time equal to but not in excess of the amount of seniority he had at the commencement of such illness. Verification of continued illness shall be furnished to the Company upon request.

(b) The Company will grant to an employee who suffers a death in his immediate family, (current spouse, children, step-children, parents, step-parents, grandparents, grandchildren, brothers, step-brothers, sisters, step-sisters, half-brothers, half-sisters, current spouse's parents, current spouse's **step**-parents, current spouse's grandparents) a leave of absence with full pay for three (3) working days immediately follow—

67/A
1

ing the death, providing the employee attends the funeral. A three (3) day bereavement leave will be granted to an employee whose parent (father or mother) has died overseas, provided the employee presents proof of death.

The employee will be paid his normal day rate if a day worker, and his year to date average if an incentive worker.

An employee who suffers a bereavement during a statutory holiday or scheduled vacation may:

- (i) extend the bereavement leave by one day for the statutory holiday, or
- (ii) extend the scheduled vacation by up to three (3) days.

In both cases above, the employee must inform the Personnel Department in their division at the time of the bereavement.

- (c) Should an employee be called upon by the Courts to serve on Jury or Witness Duty, he shall be granted time off to perform these duties. ~~The employee~~ will be paid day work if a non-productive worker or his year to date average if an incentive worker, minus any government fees. 6/3/18-e
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9-32

An employee, upon written application to the Personnel Office and with the approval of his foreman, may be authorized for a leave of absence for personal reasons for a period not to exceed fourteen (14) calendar days. 6/3/18
4

An employee shall be granted a leave of absence for incarceration to a maximum of one hundred and eighty (180) days, due to a conviction of an offence arising out of the operation of a motor vehicle. He shall be returned to his former job at the expiration of such leave, provided he has the seniority. An application must be made within a reasonable time in advance of the commencement of the leave of absence, except application for compassionate reasons.

Leave of absence for compassionate reasons will not be unreasonably withheld. Employees granted leave shall be considered employees for whom no work is scheduled.

9-33

An employee upon written application may be granted leave of absence for personal reasons for a maximum period of ninety (90) calendar days by the Industrial Relations Manager, and for the purpose of this Agreement shall be considered to be an employee for whom no work is scheduled.

An employee upon written application to the Industrial Relations Manager may request a leave of absence for advanced education for a period of one year. A person granted such leave will, during this absence, accumulate seniority, provided he reports for work at the expiration of his **authorized** leave. He shall not accumulate or receive pension credits, vacation pay, holiday pay, nor shall the Company contribute to his insurance plan.

Upon his return from such **authorized** leave, he shall be placed on the general recall list, and shall be considered, for the purpose of this Agreement, to be a person on layoff with seniority rights to recall after layoff.

He shall be deemed to have voluntarily quit if he fails to report at the expiration of his **authorized** leave or if he fails to provide evidence of continued attendance at his designated institution.

(See letter #14).

9-34

An employee who submits a request to the Industrial **Relations** Manager for an extension of his leave of absence for personal reasons beyond the original ninety (90) days, and to whom such extension is granted, will be considered, for the purpose of this Agreement, to become, at the conclusion of this extension, a person on general recall with seniority rights to recall after layoff.

9-35

(a) An employee who submits a request to the Industrial Relations Manager for a leave of absence for any activity **exclusively** for the Local Union, which shall **include the CAW** Family Education Centre **and/or** the position of President for **Local 676**, shall be granted such leave and shall be considered, for the purpose of this Agreement, to become a

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4

person on **authorized** leave of absence who shall accumulate pension credits to which he is entitled during such absence. Prior to or at the expiration date of his **authorized** leave, he shall be **re-employed** on his own or similar work at his request. A maximum of two (2) employees from any one department may request such leave at any one time. The Company shall be allowed three (3) work days in which to arrange work if the leave of absence is beyond twenty (20) days duration.

- (b) During the life of this Agreement, the Company agrees to pay one cent (\$.01) per hour per employee into a special fund. As agreed, this fund is to be used for educational purposes. Said monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. Family Education Centre, Port Elgin, Ontario, NOH 2C0. Upon written application with the customary notice, employees selected ~~by the Union shall~~ be granted a leave of absence without pay. **Such leave will** not exceed twenty (20) days class time (plus travel time where necessary) over a twelve (12) month period. The normal rules as per Clause 9-35(a) regarding leave of absence shall apply.

An employee selected by the Union to attend the Advanced Economics Course or any other courses, and who has exhausted the twenty (20) days class time, upon written application with the customary notice to the Company, will be granted an additional ten (10) days leave of absence without pay. This extension is restricted to one employee per twelve (12) month period.

9-36

An employee selected by the Local or the National Union for any labour activity other than in the Local Union who submits a request to the Personnel Office for leave of absence for such activity shall be granted such leave and shall be considered for the purpose of this Agreement to become a person on **authorized** leave of absence who shall accumulate pension credits to which he is entitled during such absence. Prior to or at the expiration date of this **authorized** leave, he shall be **re-employed** on his own or similar work at his request. A maximum of four (4) employees may request such leave at any one time.

63/4

9-37

An employee elected to Public Office who submits a request to the Industrial Relations Manager for leave of absence for such activity shall be granted such leave for a period of time equal to the term for which he is elected and shall be considered, for the purpose of this Agreement, to become a person on **authorized** leave of absence. He shall be **re-employed** at his request at the expiration date of his **authorized** leave on his own or similar work. A maximum of two (2) employees may request such leave at any one time.

9-38

An employee or a person on **authorized** leave of absence for more than ten (10) consecutive scheduled working days must give the Personnel Office notice of his intent to return to work three (3) days in advance of his return so that work may be scheduled. When an employee or a person on **authorized** leave of absence fails to comply, and the work is not immediately available, the Personnel Office **shall** be allowed three (3) days in which to arrange work;

9-39

An employee or a person on **authorized** leave of absence who takes other employment during a leave of absence shall be deemed to have voluntarily quit except as provided in sections **9-35, 9-36** and **9-37**.

9-40

The Union will be advised by the Company of **all** leaves of absence and the period for which they are granted, with the exception of personal leaves.

Job posting

9-41

An open job is one for which the Personnel **Office** needs an employee. An open job shall be considered to be the junior job in the group and as such will be **filled** by exercising seniority if employees are being laid off concurrently. For employees exercising seniority outside the group or exercising seniority outside their job classification, an open job shall be the junior job.

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9-42

Except as limited in Clauses **9-43, 9-44, 9-45** and **9-46**, the Personnel Office shall post an open job on the bulletin boards in the two plants for seventy-two (**72**) hours. The job posting shall state the job classification, foreman's name and department of the open job, and the date and hour of posting. This provision shall not preclude an employee in a department from bidding on an open job within his own department.

Open jobs in the skilled trades, non-productive and productive jobs will be posted in Plants II and **III**.

Any employee on Workers' Compensation or Accident and Sickness Benefit may bid on a job posted in the two plants. This employee will be considered the successful bidder providing he has the seniority and that he has no restrictions to prevent him from performing all the functions of the posted job. Furthermore, he will return to work when required.

(See letters **#36 & #37.**)

9-43

An open job which is known to be of specifically limited duration will be filled in any manner the Company sees fit. In the event such job ceases to be of limited duration, it shall then be posted. A job which has been vacated in excess of eighteen (**18**) months due to an employee on Workers' Compensation or Sickness or Accident (unless mutually agreed) shall be posted as a permanent job.

When it is anticipated that temporary new work will last more **than** thirty (**30**) working days, the Company and the Union shall mutually determine if these temporary jobs should be posted as permanent.

9-44

When an open job which is posted and **filled** by a successful bidder creates a second open job, the second open job shall also be posted. An open job created as a result of filling the second open job shall not be posted, and shall be filled in any manner the Company sees fit.

9-45

The Company will fill a job in any manner it sees fit when there

is no suitable bidder for an open job which has been posted. If a posted job for which there has been no suitable bidder is not **filled** within thirty **(30)** days, it will be **reposted** at that time.

9-46

An open job shall not be posted:

- (a) When the next person on layoff with seniority rights to recall after layoff was laid off from the same classification as the open job, or
- (b) When the next person on layoff with seniority rights to recall after layoff has been **recognized** as meeting the requirements of Clause **9-19**.

(See letters **#36 & #37**.)

Bidding

9-47

Any employee who has six **(6)** months seniority may bid on the job by completing a job posting application and filing it with his foreman not later than the expiration of the posting period.

- (a) The successful bidder will not be eligible to bid on another job for six **(6)** months from the date the posting expires.
- (b) the successful bidder's name, seniority date, and the date of the bid shall be posted on the notice board in the plants.
- (c) The successful bidder who declines the bid will not be eligible to bid for six **(6)** months from the date the posting expires.

(See letter **#22**).

9-48

An employee shall be selected for an eight **(8)** hour trial period on this basis:

- (a) Seniority, 27/A+B
- (b) Ability to do the work.

9-49

The employee selected shall have an eight **(8)** hour trial period to demonstrate his ability to do the job, and shall be transferred **and** given the rate of pay for the job when he commences his trial period. Failing to demonstrate such ability, he shall return to his former job and rate, and shall not request another transfer for

six (6) months. The present job of the employee who is on a trial period shall be filled for the trial period however the Company sees fit.

9-50

The employee who during the eight (8) hour trial period demonstrates his ability to do the job shall have an additional three (3) days in which to demonstrate his ability to do the job efficiently. Failing to demonstrate such ability, he shall return to his former job and rate, and shall not request another transfer for six (6) months. In this case another employee who bid on the original posting shall be selected as provided in Section 9-48 and given the same trial period.

9-51

After successfully completing the trial period, the employee shall exercise his seniority in line with his new job and shall not be eligible for another job bid for six (6) months.

Transfers - General

9-52

Any employee may be temporarily transferred to any job for a maximum period of five (5) days. When such a transfer is made he shall be paid the rate for the classification or his own day rate, whichever is the higher. Any employee may be temporarily transferred for a maximum period of thirty (30) days if within the same classification. Temporary transfers shall be made at the discretion of the Company. A temporary transfer shall in no case be considered to be a permanent transfer.

(See letter #16.)

9-53

When it is necessary, in an emergency, for the Company to transfer an employee to protect production schedules or quality, the Company shall make such a transfer subject to the Grievance Procedure. When the employee so transferred can be released from the job, he shall return to his former job.

(See letter #16.)

HOURS OF WORK AND PAY

Hours of Work

10-1

The Company **recognizes** the desirability of scheduling work days consecutively and agrees to schedule work days Monday through **Friday except** that:

- (a) The U&on **recognizes** that the work of employees in some classifications including Electricians, etc. must have their work days scheduled other than Monday through Friday.
- (b) The Union also **recognizes** that production requirements or operating conditions will require that work days of other employees be scheduled other than Monday through Friday, but the Company agrees **that such scheduling shall** be held to a minimum. *40/2* *34/4000*

An employee shall not be required to work more than eight (8) hours in a **work day nor more than forty (40)** hours in a work week. The Union agrees, however, that there shall be no **organized** refusal of, or embargo on, overtime, and further that the Company has the **right to schedule work** in excess of eight (8) hours in a work day and forty (40) hours in a work week.

10-2

An employee's work week and pay week will be seven (7) consecutive days beginning on Sunday. Sunday will commence for the purpose of this Agreement at **11:00** p.m. Saturday.

10-3

An employee's work day will consist of twenty-four (24) hours beginning at the starting time of the shift to which he is assigned.

10-4

An employee's shift will consist of eight (8) consecutive hours exclusive of lunch periods without pay.

Shift Hours

10-5

The shift hours for a Department will occur between

- (a) First Shift - **7:00** a.m. and **5:00** p.m.
- (b) Second Shift - **3:00** p.m. and **1:00** a.m.
- (c) Third Shift - **11:00** p.m. and **9:00** a.m.

In those plants, where applicable, the work day will commence with the third shift at **11:00** p.m. In plants with the Sunday third shift start up straight time based on 8 hour shifts will be paid for

the period 11:00 p.m. Sunday to 11:00 p.m. Friday.

- (i) Time and one-half will be paid for the period 11:00 p.m. Friday to 11:00 p.m. Saturday.
- (ii) Double time will be paid for the period 11:00 p.m. Saturday to 11:00 p.m. Sunday.

Any **change** in the shift hours will be discussed first with the Union Committee and notice of any change will be given the Union in advance of the change. Any change in shift hours will be made for a minimum of seven (7) calendar days.

Shift Premium Pay

10-6

Any employee scheduled to work in any one of these periods will be paid the shift premium for that shift for all hours worked as follows in cents per hour:

	June 1/89	May 31/90	May 29/91
(a) First Shift	0	0	0
(b) Second Shift	.55	.55 ✓	.65 ✓ <i>44</i>
(c) Third shift	.60	.60 ✓	.70 ✓ <i>45</i>

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Lunch Periods

10-7

Employees shall be allowed lunch periods as follows:

- (a) An employee scheduled to work eight (8) hours within eight and one-half (8.5) consecutive hours shall be allowed a one-half (.5) hour lunch period without pay.
- (b) An employee scheduled to work eight (8) hours within eight (8) consecutive hours shall be allowed a three-tenths (.3) hour lunch period with pay at his regular rate if a day worker or his objective rate if an incentive worker.

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Regular shifts on weekend overtime will be eight (8) hour shifts and three-tenths (.3) hour paid lunch period will apply as above.

- (c) The times for lunch periods may vary from plant to plant, and department to department. The Company will notify the Union of the times during which the lunch periods usually occur and these times will be posted in the plant(s).
(See letter #2.)

Wash-up Time

10-8

Employees shall be allowed wash-up time as follows:

5-2/c

- (a) An employee scheduled to work eight **(8)** hours within eight and one-half **(8.5)** consecutive hours shall be allowed wash-up time of **five (5)** minutes at lunch and five **(5)** minutes at the end of the shift except forge crews who shall be allowed ten **(10)** minutes at lunch and ten **(10)** minutes at the end of the shift.
- (b) All employees scheduled to work eight **(8)** hours within eight **(8)** consecutive hours shall be allowed wash-up time of five **(5)** minutes at lunch time and at the end of the shift.

Time allowed for wash-up is included in the personal time allowance as provided in section **14-3** if incentive workers.

Shift Rotation

10-9

Employees working on two **(2)** or three **(3)** shift operations shall be rotated at such periods as may be agreed upon between themselves and their foremen. Any disagreement regarding rotation of shifts shall be subject to the grievance procedure.

- (a) Shift changes will be allowed provided the employees concerned have mutual agreement to change their shifts, are able to perform the work required, and have informed their respective foremen at least one day in advance of the change. Such employees shall waive all rights to overtime premium which occur as a result of the shift change.
- (b) An employee, after receiving permission from the supervisors involved, may be allowed to change shifts when the employee's job is open on another shift.

The Company agrees that, unless such a change **impedes** production or does not coincide with the regular continuity of production schedules, permission **will** not be unreasonably withheld.

The intent is that these shift changes will be used for absences due to vacations, extended sickness, and bereavement leaves-not during periods of casual absences. Such employees shall waive all rights to overtime premium which occur as a result of the shift change.

Basis for Computing Pay

10-10

For the purpose of computing pay as provided in this Agreement, an employee **will** be compensated on the basis of his work day.

Each work day will be a complete unit and will stand on its own. Overtime rates of pay will not be **pyramided**. Premium rates of pay will be paid for each hour worked within the designated shifts as outlined in Clause **10-6** and will not be pyramided. Employees must turn in, at the end of each shift worked, time cards completed as required by the Company. If no time card is turned in, the employee's pay will be calculated at day work for the time worked during the shift. However, he will receive any incentive earnings in the next pay period.

10-11

Straight time will be paid for: the first eight (8) hours worked in any work day, Monday through Friday, except as otherwise provided in section **10-5**, **10-12** and **10-13**.

10-12

Time and one-half will be paid for:

- (a) All hours worked over eight (8) in the employee's work day except as in **10-13 (d)**.
- (b) AU hours worked on Saturday, as established by the employee's work day.
- (c) All hours worked after recall when the Company sends an employee home before he has been permitted to work his eight (8) hour shift and then recalls the employee during his work day.
- (d) All hours worked in excess of eight (8) hours when an employee through no fault of the Company fails to work his eight (8) hour shift and then is called in for additional work during his work day. He will be paid straight time for such work until he has worked a total of eight (8) hours in his work day.
- (e) Employees shall receive overtime premium for time worked outside of their regular shift if they are required by the Company to commence either earlier or later than the regular **starting** time of the shift.

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10-13

Double time will be paid for:

*3710
0* *43
410000*

- (a) All hours worked on Sunday, as established by the employee's work day. -

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0

- (b) ✓ All hours worked on a holiday as recognized by this Agreement.
- (c) All hours worked on Saturday in excess of eight (8) hours.
- (d) All hours worked on Monday through Friday in excess of eleven (11) hours.

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10-14

For the purpose of section 10-12 and 10-13:

- (a) Time and one-half shall mean one and one-half times—
 1. An employee's regular day rate and applicable shift premium if a day worker.
 2. An employee's earned rate and applicable shift premium if an incentive worker.
- (b) Double time shall mean twice—
 1. An employee's regular day rate and applicable shift premium if a day worker.
 2. An employee's earned rate and applicable shift premium if an incentive worker.

10-15

Equal opportunity shall be given all employees normally performing the work to participate in the overtime providing this is consistent with the continuity of work. Master overtime lists will be posted monthly and kept current daily. Current lists will be replaced on January 15 of each year and the new lists will show employees in the same relative position in a department with the overtime hours of the lowest employee reduced to zero (0) and all other employees reduced correspondingly.

i.e.


A	150	=	75
B	75	=	0
C	89	=	14
D	126	=	51
E	137	=	62

If an employee refuses overtime, he shall for record purposes be deemed to have worked the number of hours he should have worked had he accepted. Wherever practical notice of eight (8) hours to be given to the employees so requested to work overtime.

- (a) For the purpose of **alloting** overtime the following will apply.
- Step 1 - Employees normally performing the work who have the lowest overtime hours recorded.
- Step 2 - Employees in the department concerned who have the lowest overtime hours recorded provided they can perform the work.
- Step 3 - Any employees in the classification regardless of the number of overtime hours charged to them.
- (b) Overtime hours will be recorded and charged as follows:
1. All overtime hours, either worked or refused or charged, will be on the basis of hours paid. (i.e. - 8 Hours at time and one-half, posted as **12** hours - 8 hours at double time posted as **16** hours.)
 2. An employee who refuses the overtime work will be charged with the pay hours available based on a maximum of eight (**8**) work hours.
 3. An employee who refuses **12** hours shift work will be charged with the overtime hours available.
 4. Call in, outside of shift hours, **will** be considered overtime and posted as refused or worked based on the actual hours paid to the person called in. If the employee entitled to call in overtime cannot be contacted he will not be charged with overtime hours.
 5. An employee transferred and returned to his former job shall retain the number of hours he had prior to the transfer plus the number of hours worked during the transfer. An employee transferred to a new machine, or operation coming into a department shall be charged with the average hours of that department.
A new employee, a transferred employee, or an employee recalled from an extended layoff will be charged with the highest **number** of overtime hours within the job assigned.
 6. Overtime will be offered in keeping with Clause **10-15** of the Collective Agreement. However, daily emergency overtime will be offered to the employee on the shift on which the overtime occurs, regardless of his number of overtime hours. Weekend overtime will be offered to the employee with the lowest overtime hours as of **7:00** a.m. Thursday, regardless of the shift.

7. Employees absent, except for vacation will have all overtime hours that would have been available to them added as if they had been worked.
 8. An employee scheduled to work eight (8) hours overtime who goes home at his own request prior to completing the eight (8) hours will be charged for a full shift at overtime hours. If he goes home at the company's request he will be charged with the actual overtime hours paid.
 9. An employee who refuses overtime offered will not be charged if the overtime offered is in a department other than his own.
- (c) In the event that an employee who is scheduled to work overtime on either Saturday or Sunday fails to notify the Company one hour in advance that he will not be reporting for work, he will be **penalized** to the extent of being charged double the amount of overtime hours he was originally to be charged had he worked. It is understood that if the employee is incapacitated by substantiated sickness or an accident which necessitates his absence then the above penalty will not apply.
- (d) Incentive workers who receive redress for a settlement of an overtime grievance will be paid their year to date average or the appropriate day work rate based on the actual overtime job entitlement.
- (e) All statutory holidays under this Agreement shall be considered overtime days and overtime shall be offered in accordance with clause **10-15** of the Collective Agreement.
- Statutory holidays, except Christmas shutdown holidays, will be considered weekend overtime when they occur on a Monday or Friday.
- (See letters #12, and 21.)

**Call in Pay
10-16**

 An employee called in who reports for emergency work outside of his shift shall receive a minimum of two (2) hours emergency call-in pay at the overtime rate, and shall have the option of completing four (4) hours work providing call-in hours do not overlap the employee's shift hours.

10-17

46-04

Any employee or person reporting for work at his **starting** time, not having been notified at least eight **(8)** hours previously not to do so shall be guaranteed four **(4)** hours pay. The Company may use such employees on any work **they** are capable of performing. Any employee refusing the work assigned shall sign a waiver of his right to call-in pay. An employee or a person shall not be entitled to call-in pay because he did not receive the eight **(8)** hours notice due to his absence at the time notice was being given, unless he has notified the Company of the time he intends to return to work under the provisions of section **9-38**.

Reduction of Operations

10-18

The Company may temporarily reduce scheduled operations before it is required to lay off employees. The Company agrees to make every effort to accumulate temporary reductions into consecutive days.

Such reduction shall not exceed, in any department, a total of **fifteen (15)** working days in six **(6)** consecutive months commencing the date of the first reduction of operation.

This shall not be extended unless the Company and the Union have made a written agreement.

10-19

In the event of a reduction of scheduled operations, it may be necessary because of customer requirements to continue to operate individual departments or operations. In such cases, the provisions of section **9-11 (c)** will not apply.

WAGE RATES AND METHOD OF PAYMENT

50/p

Wage Rates

11-1

The job classifications and wage rates set forth in appendix 4 shall be effective during the term of this Agreement.

11-2

During **the** taking of inventory, employees required to do the inventory work will be paid at:

- (a) Their regular day rate, if non-production employees,
- (b) The rate of stockmovers, if production employees.

During the taking of inventory, stockmovers and inspectors will be given preference to perform the work in their respective areas. When additional employees are required and the stockmover and inspection classification in the plant has been **utilized**, the **low-overtime** employees in the department concerned shall be given the opportunity to work providing they can perform the work.

However, during a layoff, the senior employees, rather than the low-overtime employees, in the department concerned shall be retained providing they can perform the work.

Method of payment

11-3

Employees will be paid by a supervisor during their shift to which they are assigned on Thursday of each week for the pay period ending seven (7) days previously. Employees on swing shifts or second and third shifts will be paid on Wednesday.

11-4

All other persons may receive the pay to which they are entitled from the appropriate Personnel Department on the day specified in section 11-3.

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Holidays

12-1

Should a statutory holiday not fall on a Monday or Friday, the Company and the Union will jointly apply to the employment standards branch of the Ministry of Labour to request that it be **recognized** on a Monday or Friday as mutually agreed.

For the purpose of this Agreement, the following are **recognized** as holidays:

FIRST YEAR

- | | |
|--------------------------------------|-------------------|
| 1. Mon., July 3, 1989, 1986 | Canada Day |
| 2. Mon., September 4, 1989 | Labour Day |
| 3. Mon., October 6, 1989 | Thanksgiving Day |
| 4. Sun., December 10, 1989 | Bonus Sunday* |
| 5. Mon December 25, 1989 | Christmas Holiday |
| 6. Tues December 26, 1989 | Christmas Holiday |
| 7. Wed., December 27, 1989 | Christmas Holiday |
| 8. Thurs., December 28, 1989 | Christmas Holiday |
| 9. Fri., December 29, 1989 | Christmas Holiday |

- | | |
|---------------------------|----------------------------------|
| 10. Mon., January 1, 1990 | Christmas Holiday |
| 11. Fri., April 13, 1990 | Good Friday |
| 12. Fri., May 18, 1990 | Friday preceding
Victoria Day |
| 13. Mon., May 21, 1990 | Victoria Day |

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SECOND YEAR

- | | |
|--|----------------------------------|
| 1. Mon., July 2, 1990 | Canada Day |
| 2. Mon., Sept. 3, 1990 | Labour Day |
| 3. Mon., October 8, 1990 | Thanksgiving Day |
| 4. Sun., December 9, 1990 | Bonus Day Sunday* |
| 5. | Christmas Holiday |
| 6. Mon. Tues. December December 24 25 1990 1990 | Christmas Holiday |
| 7. Wed. , December 26, 1990 | Christmas Holiday |
| 8. Thurs., December 27, 1990 | Christmas Holiday |
| 9. Fri., December 28, 1990 | Christmas Holiday |
| 10. Mon., December 31, 1990 | Christmas Holiday |
| 11. Tues., January 1, 1991 | Christmas Holiday |
| 12. Fri., March 29, 1991 | Good Friday |
| 13. Fri., May 17, 1991 | Friday preceding
Victoria Day |
| 14. Mon., May 20, 1991 | Victoria Day |

THIRD YEAR

- | | |
|------------------------------|----------------------------------|
| 1. Mon., July 1, 1991 | Canada Day |
| 2. Mon., September 2, 1991 | Labour Day |
| 3. Mon., October 14, 1991 | Thanksgiving Day |
| 4. Sun., December 8, 1991 | Bonus Day Sunday* |
| 5. Mon., December 23, 1991 | Christmas Holiday |
| 6. Tue., December 24, 1991 | Christmas Holiday |
| 7. Wed., December 25, 1991 | Christmas Holiday |
| 8. Thurs., December 26, 1991 | Christmas Holiday |
| 9. Fri., December 27, 1991 | Christmas Holiday |
| 10. Mon., December 30, 1991 | Christmas Holiday |
| 11. Tues., December 31, 1991 | Christmas Holiday |
| 12. Wed., January 1, 1992 | Christmas Holiday |
| 13. Fri., April 17, 1992 | Good Friday |
| 14. Fri., May 15, 1992 | Friday preceding
Victoria Day |
| 15. Mon., May 18, 1992 | Victoria Day |

*Denotes Bonus Payment

12-2

Those eligible shall receive without working pay for the holiday. Holiday pay shall be eight (8) hours pay for all holidays. The rate of holiday pay shall be the employee's year to date average (excluding shift and overtime premiums). The year to date will begin June 1 each year up to the end of the pay period paid prior to the holiday. This calculated average will be increased by any applicable wage adjustments in effect at the time of calculation.

12-3

An employee who has attained seniority and who works his complete scheduled shift on the scheduled work day immediately preceding and immediately following the holiday shall be eligible for holiday pay. Absence up to two hours will be allowed on each day for the purpose of section 12-3.

(See letter #13.)

12-4

A bereavement leave of absence authorized by the Personnel Department will be granted for three (3) scheduled working days immediately prior to and/or immediately following a holiday in the event of a death in the employee's immediate family, as outlined in clause 9-31(b), and he shall be eligible for holiday pay providing he attends the funeral.

12-5

A person with seniority who is on authorized leave of absence as designated in sections 9-30 and 9-31 (a) who commences or returns from such authorized leave within seven work days of the holiday shall be eligible for holiday pay. The Company may require a doctor's certificate as verification of such illness.

12-6

A person who is laid off with seniority rights to recall after layoff who commences or returns from such layoff within seven work days of the holiday shall be eligible for holiday pay.

12-7

An employee who is on vacation at the time of a holiday shall be paid for the holiday and will extend his vacation for one (1) day or for each statutory holiday during his vacation.

12-8

An employee or a person scheduled and who has agreed to work on a holiday, but who fails to report for work, shall forfeit his holiday pay unless he gives a satisfactory reason and notifies the company eight (8) hours in advance of the starting time of his shift.

VACATION PAY AND PERSONAL PAID ABSENCE

13-1

The vacation year for the purpose of this Agreement shall be from July 1 to June 30.

13-2

Vacation Credits and Personal Paid Absence Allowance shall be accumulated by an employee with seniority or a retiring employee on the following basis:

Effective June 1, 1989, an employee with seniority or a retiring employee shall be credited with 5 % of the maximum (100 %) Vacation Credits and Personal Paid Absence Allowance to which he is entitled for each complete fifty (50) hours he has worked or earned in the vacation year, to a maximum of one thousand (1,000) hours.

13-3

An employee with seniority or a retiring employee shall be entitled to the following hours of Vacation and Personal Paid Absence in accordance with his seniority on the following basis in keeping with section 13-2:

Years of Seniority Prior to July 1	Hours of Vacation	Hours of Personal Paid Absence	Total Hours Vacation Personal Paid Absence
Up to 1 year	60 hrs.	0 hrs.	60 hrs.
1 Yr. But less than 3 yrs.	80 hrs.	20 hrs.	100 hrs. 01-02-3
3 Yrs. But less than 5 yrs.	80 hrs.	40 hrs.	120 hrs. 03-03
5 Yrs. But less than 10 yrs.	100 hrs.	40 hrs.	140 hrs. 05-03-3
10 Yrs. But less than 15 yrs.	120 hrs.	40 hrs.	160 hrs. 10-04
15 Yrs. But less than 21 yrs.	140 hrs.	40 hrs.	180 hrs. 15-043

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21 Yrs. But less than 22 yrs.	160 hrs.	28 hrs.	188 hrs. ✓
22 Yrs. But less than 23 yrs.	160 hrs.	36 hrs.	196 hrs. 22-0.
23 Yrs. But less than 24 yrs.	160 hrs.	44 hrs.	204 hrs. ✓
24 Yrs. But less than 25 yrs.	160 hrs.	52 hrs.	212 hrs. ✓
25 Yrs. And over	160 hrs.	60 hrs.	220 hrs. 25-05.

Effective June 1, 1987, for all employees, the rate per hour for vacation pay will be his year to date average (exclusive of overtime premium) commencing June 1 of each vacation year.

13-4

The rate per hour for vacation pay will be:

- (a) His regular day rate (exclusive of overtime premium) for a day worker;
- (b) His average earned rate (exclusive of overtime premium) for an incentive worker.

The cost of living applicable at the issuance of the vacation cheque is to be used in calculating gross pay.

- (c) When the vacation pay and personal paid absence allowance calculated in (a) and (b) is less than that required under the regulations of the Employment Standards act for the Province of Ontario, appropriate adjustments will be made;
- (d) For the retiring employee, when vacation pay and personal paid absence allowance calculated in (a) or (b) is less than that which would be received under Clause 13-7, he shall receive the greater of the two.

- (e) Effective June 1, 1986, the rate per hour for Personal Paid Absence will be his year to date average (exclusive of overtime premium) paid beginning June 1 each year up to the end of the prior pay period. The cost of living applicable to the issuance of the P.P.A. cheque is to be used in calculating gross pay. No overtime premium will be paid with the utilization of the Personal Paid Absence allowance.

The total Personal Paid Absence allowance is the same as optional vacation. The unused P.P.A. Within the vacation

year will not be carried over into the following vacation year. The unused Personal Paid Absence will be paid at the year to date average (exclusive of overtime premium), which **will** include the last full pay week in May.

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- (f) The Personal Paid Absence may be scheduled as vacation in the normal manner with the supervisor.

Should Personal Paid Absence be **utilized** in a manner other than scheduled vacation, (e.g. Excused illness when not receiving Sickness and Accident Insurance or Personal Absence) the employee will schedule the **Personal** Paid Absence in the following manner:

The employee will submit a time card clearly identifying the time as **P.P.A.** The minimum amount of **P.P.A.** Will be not less than four **(4)** continuous hours. This card is to be submitted to the supervisor for his approval at least three **(3)** working days prior to the requested date, when possible. The supervisor will notify the employee of his decision and sign the time card if warranted.

13-5

An employee with seniority, or a person with seniority rights to recall after layoff, or a person with seniority on **authorized** leave of absence or a retiring employee shall be paid Vacation Pay and Personal Paid Absence **allowance** pay computed on the following basis: percentage of Vacation and Personal Paid Absence Credit as provided in Section **13-2** multiplied by hours of Vacation and Personal Paid Absence Allowance as provided in Section **13-3** multiplied by the rate per hour as provided in Section **13-4**.

13-6

- (a) Vacations shall be scheduled by the Company. Each employee must take a vacation within twelve **(12)** months following June **30**, to the extent of the hours of vacation to which **he** is entitled by his seniority multiplied by the percentage of vacation credits he has accumulated during the vacation year.
- (b) Employees will commence their vacation at the end of their regular scheduled **40** hour work week. Employees shall not

have overtime opportunity any weekend during their vacation period. However, the company may request an employee "if available" to report in for weekend work in the case of customer requirements or emergency situations that arise.

- (c) The cheques issued for vacation pay will show the employee's normal deductions.
- (d) If vacation has been scheduled and **the** employee becomes ill prior to the start of his vacation and will be disabled through his vacation, the vacation may be rescheduled for a later date if the employee requests this prior to the vacation.
- (e) If vacation has been scheduled and the employee becomes ill, for example, on the weekend after his last day worked prior to the vacation and will be disabled through his vacation, he may, upon request on the Monday beginning his vacation, reschedule his vacation for a later date and may be eligible for Accident and Sickness Benefit for the disabled period.
- (f) If vacation of more than one week has been scheduled and the employee becomes ill and disabled during any week of his vacation, he may, upon request during that week, have any subsequent **weeks** of vacation rescheduled for a later **date** and may be eligible for Accident and Sickness Benefit for this disabled period.

(See letter #28.)

13-7

If after working during the vacation year, an employee, a person on **Authorized** Leave of Absence, or a person with seniority rights to recall after layoff loses his **seniority** during the vacation year, he shall be entitled to the ~~following~~ Vacation and Personal Paid Absence Allowance pay:

~~5/10~~

Years of Seniority as of the Date of Loss of seniority

Vacation Pay and Personal Paid Absence Allowance

Under 3 years	4% of earnings in vacation year
3 years and less than 5	6% of earnings in vacation year
5 years and less than 10	7% of earnings in

10 years and less than 15 vacation year
8% of earnings in
vacation year
Over 15 years 9% of earnings in
vacation year

PRODUCTION STANDARDS

50/A
P. 55

14-1

The Company shall establish the standard method and conditions under which an operation shall be performed in normal production, and the production standard shall be established on the basis of this method and under these conditions.

A production standard shall be established and shall apply to each incentive job separately.

14-2

The Company shall establish production standards that:

- (a) are fair and equitable to the employees and to the Company.
- (b) are based on the output of a normal operator working with normal skill, effort, and 100% efficiency.
- (c) give a complete description of the methods and conditions under which the production standard is established.

All new process sheets will include allowances such as machine cycle time, tool or wheel dressing and changing, gauging etc.

- (d) Give proper consideration to delays, personal time, and all other factors which may affect the operator's normal rate of production.
- (e) shall be such that for each one (1) per cent increase in production in excess of the established production standard, the employee shall receive an equal percentage increase in pay using the designated pay code as the objective rate.
- (f) When standard data is to be applied, the operator on shift shall be advised by the Time Study Engineer prior to the change being implemented.

Any dispute is subject to the grievance procedure as outlined in Clause 14-8.

- (g) Operators who are time **studied** are to sign the study indicating that they were the employees so time studied.

The Time Study Engineer will notify the operator of his effort rating when the operator signs the time study.

- (h) After a standard has **been** established in conformity with **14-2** and during the ensuing period an abnormal condition affects the standard, the operator may request a time study to appraise the element affected. A rate will be applied within twenty-four (**24**) hours to cover such conditions and the new rate applied shall be retroactive.

In such cases where the job is completed or a time study cannot be applied, **the** operator will be paid in one of the following ways as **authorized** by the foreman.

1-a rate mutually agreed upon by the operator and the foreman,

2--**Code 41** or an equivalent rate for the job,

3--**Code 41** on the differential of that element affected.

- (i) The Company will post, within **24** hours, the earnings and the manpower of the main lines in the Chassis Products Plant following the expiration of the previous shift.

14-3

All production standards shall include a personal time allowance of **5%**.

(See letter **#2.**)

14-4

Where fatigue is a factor in establishing a production standard, the element of fatigue shall be determined by a time study of sufficient length that the **influence** of fatigue on the production standard can be established.

14-5

- (a) When studies are to be made for the purpose of establishing production standards, the operator shall be advised one (**1**) hour prior to **the** study being made. The operator when being studied shall perform his operation in accordance with

the Company's instructions and will otherwise cooperate to give a performance which is representative of the actual conditions under which the operation will be performed in normal production.

- (b) On jobs where a production standard is not applied, the Company agrees to pay Code **41** until a rate is applied. Once production standards are established they shall become effective on the shift following the entry into the routing book.
- (c) When an operator does a short run job-that is, a short run job where the earned time is less than .1 hours (**6 minutes**)-the following will apply:

The operator will enter on his time card the standard hours and assign .1 To **the** actual time. Pay will be calculated at code **19DW** for the earned portion of the .1 hours and at **120%** for the balance of the .1 hours.

Example:

Part No.	Qty.	Std. Hrs./100	Act. Hours	Earned Hours	Diff.
A	1	1.800	.1	.02	.08
B	3	2.300	.1	.07	.03
C	2	1.600	.1	.03	.07

14-6

- (a) On jobs which are partially machine controlled an allowance of **30%** of the machine controlled cycle will be added.
- (b) On jobs which are fully machine controlled an allowance of **30%** of the machine controlled cycle will be added.

Definition of Controlled Machine

- (c) **1.** When an operator is being studied on a partially machine controlled job and his handling time is such, taking into consideration other allowances as gauging, etc., Restrict his earnings to less than **130%** when he is working at the corresponding efficiency. The time study rate shall be adjusted to allow **the** operator to earn **130%** when he is working at the corresponding efficiency. The time study

rate shall be adjusted to allow the operator to earn **130%** of the applicable code.

2. Fully controlled machine operation covering a single machine or group of machines where standard feeds and speeds have been established prior to the job being rated and are of such a nature that the operator is able to perform load, unload, gauge, etc., And is waiting on the machine cycle to be completed.

14-7

The production operator will be advised in writing when a production standard is established within twenty-four **(24)** hours.

14-8

An established production standard may **be** questioned by an operator on the grounds that it does not conform to the provisions of **14-2. A**, production operator at any time may request that a production standard be rechecked by the Standards Department to determine if the conditions under which the production standard was originally established are being maintained.

(a) Step 1 - Verbal

The production operator, accompanied by his Union representative, shall discuss the disputed production standard with his foreman and the Standards Supervisor and examine the data on which the production standard is based.

Step 2 - Verbal

In the event the production standard remains in dispute following Step 1 the Standards Supervisor will arrange a meeting with the Section Manager. The disputed production standard will be discussed with the parties as in Step 1.

Step 3 - Written

If the production standard remains in dispute following Step 2, the Production Operator, or his Union Representative may present a written grievance to the Personnel Office.

Step 4

Prior to a disputed standard being taken to arbitration the Company shall permit, and the Union will bring in a **C.A.W.**

Time Study Engineer who will review the disputed production standard and may time study the disputed production standard.

- (b) The dispute must be settled or must be referred to grievance procedure within the **(10)** days of the origin of the dispute or the dispute shall be at an end and the production standard will remain in effect. Should the dispute go to arbitration the arbitrator shall be a **recognized** Industrial Engineer whose **findings** shall be consistent with the provisions of Section **14-1** and **14-2**.

14-9

If the final production standard that is determined is higher than the standard that was previously determined by the Company, the new standard shall be made retroactive to the date of the origin of the dispute and shall be given to the employee or group in the form of a credit during the week in which the new standard is determined.

14-10

When final production standards are set, they shall not be changed except as a result of an engineering or operational change or to correct a clerical error and only the elements affected will be retimed.

If by mutual agreement it is decided to retime an operation after a production standard has been set and there are no engineering or operational changes, the operation will be retimed on the basis of timing all the operations of the part in the department, and the old production standard that has previously been used will remain in effect until a new production standard has been set.

It is understood that where an employee increases his earnings through his own skill and effort and is within the quality requirements, it will not be interpreted as being a change in job content as set out in clause **14-10** above.

14-11

Temporary production standards may be established by the company in conformity with Clause **14-2** for a period not to exceed thirty **(30)** days. During this thirty day period the Company shall establish a permanent production standard in conformity with

Clause **14-2**. Failing to apply a permanent production standard within thirty **(30)** days the temporary standard shall become permanent.

14-12

The guaranteed or day work rates and the objective rates shall be as outlined in Appendix 4 of this Agreement.

14-13

The objective rate shall be the incentive earning rate of a normal operator producing at a normal pace. This objective rate shall be used for calculating incentive earnings.

14-14

Delays not included in production standards and not the responsibility of the operator will be paid as a day work allowance. These delays are those on which standards cannot be established or which occur too infrequently to be factored into the production standard. For example-a machine operator waiting for stock, being held up due to inspection, trucking material or parts within his own line to keep his job running.

- (a) Day work allowances for set-up where an operator is setting up his own machine will be paid for at the objective rate of Code **18** or his regular objective rate, whichever is higher, provided he is as efficient as a regular set-up man, until a temporary or permanent standard can be established. When a production operator is called on to set up a machine or machines other **than** his own, he **will** be paid Code **41DW**.
- (b) All other day work allowances will be paid at the day work rate.
- (c) Employees assigned to sweeping (other than his own area at the end of shift), Code **98**.
Employees stockmoving (if not in allowance), Code **99**.
An employee engaged in **re-set-up** (actively engaged in getting his job running to standard), Code **18**.

Employees in the Chassis Products Division, when assigned from one **main assembly line** to **another main** assembly **line will** be paid for the time **required to** move at Code **18**.

Chassis Products Plant employees on the main line who are actively engaged in bringing a fixture back to standard, pay Code

18. Employees setting up own machine, unless it is a major set-up as established, or has a rate, pay code **18**.
Employees engaged in experimental work, pay at Code **4 1**.
Employees engaged in cleaning furnaces, pay at Code **41**.

14-15

A production operator or group will not be paid incentive **earnings** for work that is rejected by inspection because of defective workmanship on the part of the employee(s). Those pieces rejected will be subtracted from the total pieces produced and the productive hours will remain the same.

Example— productive hours = 4
pieces produced = **180**
pieces scrap = **50**
pieces acceptable = $\frac{130}{3}$

*50
A*

Pay will be calculated on **130** pieces in four (**4**) hours.

An employee or group shall be paid **D. W.** for time required to work his/their own scrap.

An employee or group shall be paid incentive earnings for scrap or rework which is not due to the fault of the employee(s).

14-16

Group methods of pay may be established for groups of operations in order to provide uniform incentive opportunity for the employees performing those operations.

LEADMEN (excluding Skilled Trades Leaders)

15-1

The Company may appoint employees as **leadmen** in their own classification. These employees may direct the activities, assist or act as a leader for two or more other employees. Employees classified as **leadmen** do not have the right to hire, fire, or discipline other employees. Employees classified as **leadmen** will receive an additional twenty cents (**20**) cents per hour and shall not be classified as **leadmen** for a period of less than seven (**7**) calendar days.

COST OF LIVING

16-1

During the term of this Agreement, the amount of the Cost of Living Allowance shall be determined and **re-determined** as provided below on the basis of the Canadian Consumer Price Index

published by Statistics Canada (1981 = 100).

16-2

Effective June 1, 1989, the Cost of Living Allowance of Fifty-Four Cents (\$.54) in effect immediately prior to the June 1, 1989 date will be paid as an add on for each hour worked during the life of this agreement.

16-3

During the period of this Agreement, the quarterly adjustments in the Cost of Living Allowance shall be made as outlined below:

- (a) Beginning with the adjustment effective September 1, 1989, a one cent (\$.01) adjustment in the COLA shall become payable for each 0.1, change in the average of the Canadian Consumer Price Index as to produce an average adjustment over time of one cent (\$.01) for each 0.1 change in the average of the Canadian Consumer Price Index.

Adjustment Date 1st Day of Pay Period Beginning on or After	Based Upon Three-Month Average of the Consumer Price Indices	51 1
September 1, 1989 December 1, 1989	May, June, July, 1989, August, September, October, 1989	
March 1, 1990	November, December, 1989; January, 1990	
June 1, 1990	February, March, April, 1990	
September 1, 1990 December 1, 1990	May, June, July, 1990 August, September, October, 1990	
March 1, 1991	November, December, 1990; January, 1991	
June 1, 1991	February, March, April, 1991	
September 1, 1991 December 1, 1991	May, June, July, 1991 August, September, October, 1991	
March 1, 1992	November, December, 1991; January, 1992	

- (b) A total of thirty-three cents (**\$.33**) will be diverted from the cost of living allowance over the term of the Collective Agreement as follows:

Three COLA pennies will be diverted from each of the quarterly adjustments periods -- Sept. 1989, Dec. 1989, March 1990, June 1990, Sept. 1990, Dec. 1990, March 1991, June 1991, Sept. 1991, Dec. 1991, March 1992.

16-4

In determining the three-month average of the Indices for a specific period, the computed average shall be rounded to the nearest 0.1 Index point. In no event will a decline in the three-month average of the Canadian Consumer Price Index below an index that is to be determined provide the basis for a reduction in the rate of any classification.

16-5

The parties of this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index in its present form and calculated on the same basis as the index for June 1986 unless otherwise agreed upon by the parties. If Statistics Canada changes 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 June 1986, provided, however, that the Canadian Consumer Price Index (1981 = 100) based on the 1978 Family Expenditure Survey, shall be used in the computations for any month for which such index is officially published.

16-6

The amount of the Cost of Living Allowance effective June 1, 1989 shall be determined in accordance with the following table (0.10 = \$.01):

3 Month average Canadian	COLA	3 Month average Canadian	COLA
148.4	0.54	152.8	0.98
148.5	0.55	152.9	0.99
148.6	0.56	153.0	1.00
148.7	0.57	153.1	1.01
148.8	0.58	153.2	1.02
148.9	0.59	153.3	1.03
149.0	0.60	153.4	1.04
149.1	0.61	153.5	1.05
149.2	0.62	153.6	1.06
149.3	0.63	153.7	1.07
149.4	0.64	153.8	1.08
149.5	0.65	153.9	1.09
149.6	0.66	154.0	1.10
149.7	0.67	154.1	1.11
149.8	0.68	154.2	1.12
149.9	0.69	154.3	1.13
150.0	0.70	154.4	1.14
150.1	0.71	154.5	1.15
150.2	0.72	154.6	1.16
150.3	0.73	154.7	1.17
150.4	0.74	164.8	1.18
150.5	0.75	154.9	1.19
150.6	0.76	155.0	1.20
150.7	0.77	155.1	1.21
150.8	0.78	155.2	1.22
150.9	0.79	155.3	1.23
151.0	0.80	155.4	1.24
151.1	0.81	155.5	1.25
151.2	0.82	155.6	1.26
151.3	0.83	155.7	1.27
151.4	0.84	155.8	1.28
151.5	0.85	155.9	1.29
151.6	0.86	156.0	1.30
151.7	0.87	156.1	1.31
151.8	0.88	156.2	1.32
151.9	0.89	156.3	1.33
152.0	0.90	156.4	1.34
152.1	0.91	156.5	1.35
152.2	0.92	156.6	1.36
152.3	0.93	156.7	1.37
152.4	0.94	156.8	1.38
152.5	0.95	156.9	1.39
152.6	0.96	157.0	1.40
152.7	0.97	157.1	1.41

3 Month average Canadian	COLA	3 Month average Canadian	COLA
157.2	1.42	161.7	1.87
157.3	1.43	161.8	1.88
157.4	1.44	161.9	1.89
157.5	1.45	162.0	1.90
157.6	1.46	162.1	1.91
157.7	1.47	162.2	1.92
157.8	1.48	162.3	1.93
157.9	1.49	162.4	1.94
158.0	1.50	162.5	1.95
158.1	1.51	162.6	1.96
158.2	1.52	162.7	1.97
158.3	1.53	162.8	1.98
158.4	1.54	162.9	1.99
158.5	1.55	163.0	2.00
158.6	1.56	163.1	2.01
158.7	1.57	163.2	2.02
158.8	1.58	163.3	2.03
158.9	1.59	163.4	2.04
159.0	1.60	163.5	2.05
159.1	1.61	163.6	2.06
159.2	1.62	163.7	2.07
159.3	1.63	163.8	2.08
159.4	1.64	163.9	2.09
159.5	1.65	164.0	2.10
159.6	1.66	164.1	2.11
159.7	1.67	164.2	2.12
159.8	1.68	164.3	2.13
159.9	1.69	164.4	2.14
160.0	1.70	164.5	2.15
160.1	1.71	164.6	2.16
160.2	1.72	164.7	2.17
160.3	1.73	164.8	2.18
160.4	1.74	164.9	2.19
160.5	1.75	165.0	2.20
160.6	1.76	165.1	2.21
160.7	1.77	165.2	2.22
160.8	1.78	165.3	2.23
160.9	1.79	165.4	2.24
161.0	1.80	165.5	2.25
161.1	1.81	165.6	2.26
161.2	1.82	165.7	2.27
161.3	1.83	165.8	2.28
161.4	1.84	165.9	2.29
161.5	1.85	166.0	2.30
161.6	1.86	166.1	2.31

(b) Effective with the adjustment for the periods of September **1, 1989** and for the **subsequent period** of the Collective Agreement the Cost of Living **shall be** based on and adjusted up or down in accordance with the Consumer Price Index (**1981 = 100**) with one cent (**\$.01**) adjustment for each .1 change in the three (**3**) month average index, as outlined in Clause **16.03** (a), and will be calculated in accordance with the new scale.

16-7

The Cost of Living allowance provided for shall be paid to each employee for each hour worked. The amount of Cost of Living allowance in effect at the time when calculation is made as per the above section shall be included in computing vacation pay, holiday pay, call-in pay, bereavement pay, jury duty pay, and salary continuance insurance.

16-8

The Cost of Living Allowance shall not be added to the base or day rates for any classification, except as outlined in the letter of intent entitled "Factoring Dates", regarding the annual adjustments of base and/or objective rates. The Cost of Living Allowance shall be computed on the basis of the hours worked times the amount allowable. The Cost of Living Allowance shall be taken into account in computing vacation pay, holiday pay and call-in pay only.

(See letter #1.)

INSURANCES (The following is a summary of the plan only—the language of the respective policies will govern.)

17-1

The Company shall make available to eligible employees in the bargaining unit an insurance plan hereinafter referred to as the "plan". Eligible employees, provided they are actively at work on that date, shall be enrolled in the plan on the first of the month following completion of ninety (**90**) days of employment. Employees not actively at work on that date shall be enrolled on the date of their return to work. All employees will be enrolled in the **ontario** health insurance **plan (ohip)** according to the regulations governing that plan. Required premiums for **OHIP** for

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employees who are not eligible employees, under the terms of this Clause 17-1, shall be paid by the employees concerned. Where applicable, dependents (i) for group insurance shall include spouse and unmarried children under the age of 21 or 25 if attending an institution of higher learning, and (ii) for dependent group life shall include spouse and unmarried children, between the ages of 14 days and 25 years, until the end of the calendar year in which age 25 is attained. In order to be considered as "dependent", unmarried children referred to in (i) and (ii) above must be the legal responsibility of the employee, and, as defined by the Canadian Income Tax Act, must have their principal support provided by the employee.

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The plan shall provide benefits as follows:

- (a) Group Life Insurance
 - effective June 1, 1989.....\$31,500
 - effective June 1, 1990.....\$32,500
 - effective June 1, 1991.....\$33,500
- (b) Accidental Death and Dismemberment Insurance (A.D. & D.)
 - effective June 1, 1989.....\$15,750
 - effective June 1, 1990.....\$16,250
 - effective June 1, 1991.....\$16,750

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c

If the cause of death is due to employment, twice the amount of the A.D. & D. Insurance will apply.

In the event of death as a result of employment, the health insurance for which the employee is eligible will be paid for by the company for the Spouse and eligible dependents until the spouse remarries.

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- (c) Weekly Indemnity Benefit
 - effective June 1, 1989.....\$390.00
 - effective June 1, 1990.....\$410.00
 - effective June 1, 1991.....\$430.00

In no case, however, shall the amount of weekly benefit payable under this title for any given week be less than the amount payable for such week under the Unemployment Insurance Act 1971 and its regulations as amended.

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Benefits will be paid commencing with the first day of an accident or hospital confinement or the eighth day of a sickness or the day following out-patient surgical **procedure of \$25.00** Or more for a **maximum** of fifty-two weeks.

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(d) Extended Disability Benefit:

An employee who has exhausted weekly Indemnity Benefits and continues to be disabled so as to be unable to engage in any gainful occupation or employment with the Company for which he is reasonably qualified by education, training or experience shall receive a monthly disability benefit. Such benefit shall be payable for a period equal to such employee's seniority at the date of disability or until the date of recovery, death or age 65.

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The amount of benefit shall be: 9006 9106
9991400 9991500
-effective June 1, 1989 \$1,300 Per month
-effective June 1, 1990 \$1,400 Per month
-effective June 1, 1991 \$1,500 Per month

Such benefit shall be offset by the monthly equivalent of the total of the following benefits for which the employee is eligible:

- (1) lost time benefits under Worker's Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, 100% loss of use of a body member;
- (2) disability or old-age benefits to which the person is entitled under any existing or future Provincial or Federal legislation which becomes payable, except old-age benefits, reduced because of the age at which received, or benefits payable on a "needs" basis;
- (3) benefits under any provincial or federal law providing benefits for working time lost because of disability; and no deduction on **childrens** portion of **C.P.P.**
- (4) benefits under any other Company-sponsored benefit or pension program.

✓ No benefit shall be payable for any period during which a female employee is on a pregnancy leave of absence as arranged with the Company, or for any disability resulting from service in the armed services.

(e) Ontario Health Insurance Plan (OHIP).

- (f) Prescription Drug Plan with a **\$.35** deductible per prescription.
- (g) Semi-Private Hospital. $\frac{701F}{999}$
- (h) Major Medical Insurance: $\frac{701F}{999}$ $\frac{76}{8}$
Benefits are subject to a \$50 annual deductible per covered individual with an annual maximum deductible of **\$100** per family. Benefits include nursing care, chiropractic services, excess charges outside of Ontario and certain other miscellaneous expenses.
- (i) Prosthetic Appliance and Durable Medical Equipment Benefit.
 Benefits will be paid on a reasonable and customary basis for prosthetic appliances and durable medical equipment where prescribed by a licensed physician.
- (j) Nursing Home Benefit:
 Benefits provide payment for that portion of Nursing Home charges not paid by the Government of Ontario, to the **Semi-Private** level. $\frac{701L}{99}$
- (h) Vision Care Benefit: $\frac{701L}{99}$
 Benefits for the cost and **maintenance** of eyeglasses are payable with respect to an employee or individual dependent subject to a maximum of **\$40.00** within any twenty-four (24) month period.
 Benefits will cover up to **\$40.00** in any twenty-four (24) month period in the absence of any change in prescription. If there is a change in prescription, benefits will cover, not more than once every twelve (12) months, full payment for lenses and frames, with no co-insurance on the first **\$40.00** and a **\$7.50** maximum employee or dependent payment on glasses costing more than **\$40.00**. A maximum of **\$120** may be allowed towards the purchase of contact lenses in lieu of eye glasses.
- (l) Hearing Aid Benefit: $\frac{701H}{999}$
 Benefits will cover the **cost of prescribed** hearing aids and related expenses on a reasonable and customary basis for active employees with one or more years of seniority and their dependents.
- (m) Dental Care Insurance: $\frac{701E}{999}$ $\frac{71}{2}$
 Benefits will cover the **full range of diagnostic**, preventive, restorative and orthodontic treatment for active employees

with one or more years of seniority and their dependents. The 1989 O.D.A. scale will remain in effect until 1991 and remain at a 2 year lag there after.

(n) Survivor Income Benefits:

1. Transition benefit -

A benefit of \$450 per month is payable for twenty-four (24) months for all Class A and B and D survivors. For Class A & B survivors, who have dependent on them, for principal support, an unmarried child under 21 years of age, and for Class C survivors, who survive both parents, the benefit is \$475 per month. For all other Class C survivors, the benefit is \$450 per month. The above transition benefits are offset by any survivor or disability benefit payable under the Canada/Quebec Pension Plan to a minimum of \$300 per month with no dependent children and to a minimum of \$325 with dependent children. No benefits are payable for any month in which there is no individual who is then an eligible survivor. No survivor shall be able to receive a benefit under more than one Classification. The health care coverages will be provided by the Company for 24 months.

2. Bridge benefit -

A benefit of \$450 per month is payable, commencing on the first day of the calendar month following the month for which the 24th transition benefit is paid and monthly thereafter to surviving spouses age 45 years or over at the time of the employee's death or to surviving spouses whose age at the time of the employee's death plus the deceased employee's credited service under the pension plan equals 55. The above bridge benefit is offset by any survivor or disability benefit payable under the Canada/Quebec pension plan; provided, however, such offset shall not be made below the sum of \$325. for an eligible Class A or Class B survivor in any month in which such survivor has a dependent child as defined.

If a survivor is eligible for the bridge benefit, the health benefit coverages in effect will be continued at Company cost for six (6) months. The survivor may continue to be covered by the Health Care Benefits, providing the survivor pays the full premium costs and is eligible for the Bridge Benefit.

Bridge benefits cease on the earlier of:

46/B

- (1) The date the survivor remarries,
- (2) The date of the survivor's death,
- (3) age 65.

Waiver-a Class A or Class B eligible survivor may waive any right to receive survivor income benefits with respect to any period by completing a Waiver form furnished by the Company for that purpose regardless of the date the deceased employee last worked. If the Waiver is received by the Company on or before the date the survivor's application for survivor income benefits is received by the Company, such Waiver shall become effective the first day of the first month for which such benefits are payable, or, if later, the first day of the month designated by the survivor; otherwise such Waiver shall become effective the first day of the second month following the month in which it is received by the Company. No survivor income benefits shall be payable for any period covered by such Waiver, provided, however, that any month in which a survivor income benefit is not paid because of such Waiver shall be counted as if it is a month for which a benefit is paid under this article for the purpose of determining the maximum number of monthly transition survivor income benefits. A Class A or Class B eligible survivor may revoke such a Waiver by completing the appropriate form furnished by the Company, such revocation being effective with respect to survivor income benefits payable on and **after** the first day of the second month following the month in which such revocation is received by the Company.

- (o) **Dependent Group Life Insurance Plan:**
Contingent upon satisfying the participation requirements of the insurance company, **a Dependent Group Life Insurance Plan will be available to** employees.
Premiums will be fully paid by the employee.
The benefit would be payable to the employee in the event of the death of a dependent.

17-3

If any applicable Federal, Provincial or other legislation shall be enacted which provides or requires benefits similar to those provided by the Company, the appropriate modifications will be made in the plan.

17-4

Retiree benefits:

- (a) Life Insurance:
Effective June 1, 1989 all retirees will be issued for **\$3,000.00**.
- (b) Other Benefits:
Retired employees and surviving spouses of retired or deceased employees who are eligible to retire shall be covered for **OHIP**, Dental Care, Prescription Drug, Semi-Private Hospital, Major Medical, Nursing Home and Vision Care Benefits, Prosthetics and Hearing Aid Benefits. The Company will pay the cost of the above benefits for surviving spouses until the earlier of death, remarriage or the date such survivor takes up residence outside Canada.

17-5

Leaves of absence:

- (a) An employee on **authorized** leave of absence for compensable sickness or accident under the terms of Section **9-30** shall **be entitled** to participate in the plan to the extent to which he is eligible for the duration of such leave. The cost of the plan will be paid for by the Company.
- (b) A person on **authorized** leave of absence due to illness under the terms of **9-31** (a) shall be entitled to participate in the ~~insurance plan~~ to the extent to which he is eligible for a period of twelve **(12)** months following the month in which such leave commences. The plan will be paid for by the Company.
- (c) A person on **authorized** leave of absence for Local Union activity under the terms of **9-35 may continue** to carry all benefits under the plan excluding weekly indemnity by paying the total cost of such insurance.
- (d) A person:
 - (1) on **authorized** leave of absence for other labour activity under Section **9-36**;
 - (2) on **authorized** leave of absence on election to Public Office under Section **9-37**;
shall be entitled to continue his **OHIP, Semi-Private Hospital**, Major Medical, Nursing Home Care, Vision Care, Chiropractic Services, Prosthetic and Hearing Aid Benefits, Prescription Drug and Dental Care

coverage until he is eligible for other than Hayes-Dana coverage for each of the aforementioned benefits, but for a period equal to not more than such employee's seniority, by paying the total cost of those benefits.

- (e) A person with seniority rights to recall after lay off shall have the premiums for his **OHIP**, Semi-Private Hospital, Major Medical, Nursing Home Care, Vision Care, Chiropractic Services, Prosthetic and Hearing Aid Benefits, Prescription Drug, Dental Care, Life Insurance and Survivor Income Benefit coverage paid for a period of three (3) months following the month in which he was laid off. After that period, he shall be entitled to continue his **OHIP**, Semi-Private Hospital, Major Medical, Nursing Home Care, Vision Care, Chiropractic Services, Prosthetic and Hearing Aid Benefits, Prescription Drug, Dental Care, Life Insurance and Survivor Income Benefit Coverage until he is eligible for a plan other than that of Hayes-Dana, but for a period equal to not more than such employee's seniority, by paying the total premium cost of those benefits.

An employee with seniority rights who is recalled and returns to work for one full day will have his life insurance, **A.D. & D.**, **S.I.B.**, Weekly indemnity and **L.T.D.** Insurances re-instated immediately. His **OHIP**, Semi-Private, Health Care Benefits and Dental Care Insurance will be **re-instated** effective the first of the month following his date of recall, provided he is actively at work on that date, except if absent due to illness or injury (occupational or non-occupational).

- (f) A person who is receiving Extended Disability Benefits shall be entitled to continue the health insurances for which he is eligible, until such time as he is ineligible for Extended Disability Benefits. The cost of premiums for these insurances will be paid for by the Company.

In all cases under Clause **17-5 (c), (d), and (e)** above, the persons concerned must make the required monthly payments by the **20th** of the month preceding the benefit month to the personnel office, or lose his rights under this Clause.

17-6

All eligible employees are required, as a condition of employment, to subscribe to the complete insurance plan.

GENERAL

18-1

Time cards will be processed only by management employees or **authorized** office staff. A foreman will notify his employees concerned before time cards are changed or destroyed within **twenty-four (24)** hours of the foreman's knowledge of such change.

18-2

The Company will continue to provide necessary protective equipment including tinted prescription safety glasses if required, because of one's job. Protective clothing will be supplied to lab workers and will be made available to set-up men when required to protect their personal clothing.

18-3

An employee injured on the job and instructed to go home by his foreman, plant nurse, or medical authority shall be paid for the balance of the shift during which the injury occurred. He shall be paid to a maximum of **(8)** hours at his rate, or if an incentive worker at code **41**, and overtime premium where applicable.

Transportation will be supplied for such employee to receive proper medical attention.

18-4

3/1

Supervisors and above shall not be **permitted to perform** work normally performed by an employee **in** the Bargain&g Unit except:

- (a) In the instruction or training of employees.
- (b) In the performance of **necessary** work **when** difficulties are encountered on a job.
- (c) In the development of the method of an operation.

18-5

3/1

The Company and the Union agree that neither party will discriminate against any employee, because of race, religion, colour, sex, or marital status.

18-6

Upon this Agreement becoming effective, all prior Agreements both oral and written between the Company and the Union are superseded and terminated. No provisions of this Agreement shall have any effect prior to the effective date of this Agreement unless specifically provided herein.



18-7

The Company will administer a tuition refund program to seniority employees who successfully complete courses which have prior approval of the Company and are job related.

DURATION OF AGREEMENT

19-1

This Agreement is to become effective ~~June 1, 1989~~, and remain in full force and effect until midnight, May 31, 1992. Either party to this Agreement desiring to negotiate a new Agreement shall give notice to the other party in writing within ninety (90) days prior to the expiration date. If notice is not given as above, the Agreement shall be automatically renewed without change from year to year until such time as sixty (60) days notice is given prior to the annual expiration date. Within ten (10) days of receipt of notices by either party of intention to change the existing Agreement, a joint conference will be held for the purpose of negotiating a new Agreement.

Either party desiring to supplement, change, or modify this Agreement may do so by giving thirty (30) days notice in writing. The party receiving notice shall, within ten (10) days after receipt of such notice, reply in writing that it accepts, rejects, or requests a conference to discuss the proposed supplement, change, or modification.

The terms of this Agreement as of the expiration date will remain operative between the parties after its first expiration date for such reasonable length of time thereafter as may be required for the negotiation of a new Agreement.

**APPENDIX 1
SKILLED TRADES**

GENERAL

20-1

The purpose of this Appendix is to define classifications, wage rates, seniority provisions, transfers, apprenticeship requirements, and all other matters peculiar to the skilled trades classifications. These shall include all commonly **recognized** apprenticeable trades.

20-2

The provisions of the Collective Agreement shall apply to all employees in the skilled trades classifications, except as altered by the provisions of this Appendix 1.

20-3

The term "journeyman", as used in this Appendix, shall mean any person who:

- (a) is presently an employee, a person with seniority rights to recall after layoff, or a person with seniority on **authorized** leave of absence, within a journeyman's classification in a skilled trades occupation.
- (b) has served a **bonafide** apprenticeship of four (4) years or **8,000** hours or for Die Sinkers five (5) years or **10,000** hours and has proof of such apprenticeship service.
- (c) has eight (8) years practical experience in the skilled trades classification in which he claims journeyman's status and has documented proof from previous employers of such experience.
- (d) has a **recognized C.A.W.** journeyman's card.

20-4

The provisions governing recognition, representation, and working conditions peculiar to the skilled trades classification shall apply to the following classifications:

**FOUR AND FIVE YEAR APPRENTICEABLE
DIE. SINKING TRADES**

Die Sinker (5 Years)

- Die Repair;
- E.D.M.** Operator;
- Duplicator Operator;

25/c
1

Boring Mill Operator;
Lathe Operator;
Planer Operator.

Die Trim Maker (4 Years)

E.D.M. Operator;
Duplicator Operator.

Die Upset Maker (4 Years)

Boring Mill Operator;
Lathe Operator.
Die Repair

FOUR YEAR APPRENTICEABLE TRADES

Electrical Trade

Electrician;
Electrician Technician.

Machine Repair Trade

Machine Repair General
Machine Repair General
Technician— Boring Mill Operator;
Lathe Operator;
Planer Operator.

Tool & Die Trade

Tool and Die **Maker—** Grinder Precision;
Boring Mill Operator;
Lathe Operator.

Jig Borer
Inspector, Tool & Die
Plate Inspector

General Maintenance Trades

Blacksmith
Bricklayer
Millwright
Motor Mechanic
Welder-Tool, Die & Maintenance
Pipefitter
Pipefitter Technician

Skilled Machine Operator Trades

Boring Mill
Grinder Precision
Lathe **Operator**
Planer Operator
E.D.M. (Electrical Discharge Machine)
Duplicator
Die Repair

Tool Hardener
Tool & Cutter Grinder
Lab Worker

20-04

- (a) The skilled trades classifications grouped under the heading of General Maintenance Trades will exercise seniority by their skilled trades classification **with** regard to layoff and overtime. However, when there is no other way to maintain Company schedules they may be permitted to assist in any of the skilled trades classifications in the General Maintenance Trades grouping, during this temporary period, providing there are no layoffs in the trade concerned.
- (b) An Electrical Technician shall be a journeyman electrician who has and uses the added skills and ability to layout wiring **circuits** on machines and estimate power factors required in plant areas.

A **pipefitter** technician shall be a journeyman **pipefitter** who has and uses the added skills and abilities of designing circuitry, developing and applying the related pneumatic systems.

A machine repair technician shall be a journeyman machine repairman who has and uses the added skills and ability to design, install and maintain hydraulic systems.

(See letter **#8.**)

Leaders

20-5

The Company may appoint journeymen as leaders. A leader is a journeyman who, while engaged in his regular occupation, leads or processes the work of two or more other employees in his trade

group. A leader shall not have the right to hire, fire, or discipline other employees.

A leader shall have seniority as a journeyman and be subject to all the provisions of this Appendix except that he shall receive thirty-five cents (**\$.35**) per hour in addition to his journeyman's rate and shall not be classified as a leader for a period of less than seven (**7**) calendar days.

For the purpose of this clause trade groups shall be:

- a. Electrical trades
- b. Die Sinking trades
- c. Machine Repair trades
- d. Tool Making and Skilled Machine Operator trades
- e. Millwright trade
- f. Pipefitter trade
- g. Other General Maintenance trades

Entry Into Skilled Trades

20-6

Entry into the Skilled Trades shall be governed by the conditions of Clause **20-3** of this Appendix or through the Apprenticeship program set out in Appendix **2**.

The Skilled Trades Representative in the Plant concerned will be informal within seven (**7**) days of the hiring of a skilled tradesman.

The Skilled Trades Representative in the Plant concerned will be shown the tradesman's qualifying documents prior to his hiring and, if necessary, may be called upon for assistance in verifying documents for an individual's acceptance as a Skilled Tradesman.

20-7

During a period when journeymen with the qualifications set forth in Section **20-3** of this Appendix are not available, the provisions of Section **20-3** shall be waived. Employees reclassified under such circumstances shall be known as supplementary employees in the Skilled Trades **Classifications**. There will not be supplementation in any skilled trade unless there is an apprentice in such skilled **trade**. However, the Company may temporarily **utilize** supplementary employees for a period not to exceed sixty (**60**) days

unless a longer period is mutually agreed upon. Rates of pay, seniority and all other special conditions regarding supplemental employees will be established by mutual agreement in writing between the Company and the Plant Negotiating Committee.

Skilled Trades Seniority

20-8

An employee in a Skilled Trades Classification shall acquire seniority as provided in Sections 9-1, 9-2 and 9-3 of the memorandum of Agreement, and Skilled Trades seniority as provided in Section 20-9 of the Appendix 1.

An employee in a Skilled Trades **Classification** shall use his skilled trades seniority only as provided in Sections 20-10 and 20-11 in the event of layoff, recall, or transfer.

20-9

An employee who transfers into a Skilled Trades Classification shall have skilled trades seniority from **the** date of entry into that skilled trades classification except as provided in Section 20-10 and 20-11.

Exercising Skilled Trades Seniority

20-10

(a) Temporary Lay-offs

A temporary lay-off is one which is not expected to last more than ten (10) working days. Seniority shall be exercised in accordance with the following schedule:

- (1) There shall be no exercising of skilled trades seniority during a temporary lay-off of less than five (5) working days.
- (2) Lay-offs of five (5) working days or more, but less than ten (10) working days-skilled trades employees may exercise their seniority in their own Skilled Trades Classification.

(b) Extended Lay-offs

An Extended Lay-off is one which is expected to last, or which exceeds ten (10) working days, unless the lay-off is occasioned by a labour dispute. Seniority will be exercised in accordance with the following schedule:

In the event of an Extended Lay-off, a skilled trades person may—

- (1) Exercise his skilled trades seniority in his classification, as outlined in the Collective Agreement.
- (2) Elect to fill a requisition for help in a classification other than a Skilled Trades Classification, providing no seniority is involved in the filling of the requisition, and further, that he must return at his earliest opportunity to his Skilled Trades **Classification**, or forfeit all **claim** thereto;
- (3) Elect to exercise his skilled trades seniority on a machine or classification peculiar to his trade, (while still maintaining his skilled trades seniority in his classification) provided he has the ability. However, he must return at his earliest **opportunity** to his Skilled Trades Classification.
- (4) In the event an employee in the skilled trades bids on a single purpose operation and has the qualifications, he shall carry his full skilled trades seniority into that single purpose operation.

In the event of a lay-off the junior employee in that single purpose operation may exercise back into his former classification.

In the event the junior employee in the single purpose operation has no place to bump, then the junior employee who can exercise seniority may exercise back into his former trade providing the employee he can exercise against has less seniority than the employee being bypassed.

It is understood that an employee cannot accumulate journeyman seniority while in a single purpose operation and will only use the seniority he had when leaving his former classification for the purpose of exercising seniority.

In the event of a lay-off an apprentice shall exercise his seniority as provided in Appendix 2, Section 21-9.

(c) -Reduction of Operations-

The Company may temporarily reduce scheduled operations before it is required to lay off skilled tradesmen. The Company agrees to make every effort to accumulate temporary reductions into consecutive days.

Such reduction shall not exceed, in any department, a total of seven (7) working days in six (6) consecutive months commencing the date of the first Reduction of Operation. This shall not be extended unless the Company and the Union have made a written agreement.

20-11

Skilled trades employees on layoff, with seniority shall be recalled in the reverse order of layoff and in accordance with other provisions of the Collective Agreement governing recall.

Transfers

20-12

Temporary transfers between Skilled Trades Classifications may be made for a maximum period of ninety (90) days providing such transfers do not infringe on the skilled trades seniority rights of the employees regularly employed in the Skilled Trades Classification. Such transfers shall be limited to once a year in any one trade unless the Company and the Plant Negotiating Committee mutually agree to more frequent transfers. An employee temporarily transferred shall retain his skilled trades seniority in the Skilled Trades Classification from which he was transferred.

Permanent transfers between Skilled Trades Classifications may be made upon the request of the Company, or an employee, if such transfers are mutually agreeable to the Company and the Committee. An employee permanently transferred to another Skilled Trades Classification shall have skilled trades seniority in the classification to which he is transferred, as of the date of his entry into the classification.

20-13

Any employee in the skilled trades may be temporarily transferred for a maximum period of thirty (30) days if within the same Skilled Trades Classification. Temporary transfers shall be made at the discretion of the Company. A temporary transfer shall in no case be considered to be a permanent transfer.

(See letter #8.)

20-14

When it is necessary, in an emergency, for the Company to transfer an employee in the skilled trades to protect production

schedules or quality, the Company shall make such a transfer subject to the Grievance Procedure. When the employee so transferred can be released from the job, he shall return to his former job. It is understood and agreed that this Clause applies only to Skilled Trades Classifications. Under the terms of this Clause tradesmen may only be transferred from one classification to another. If due to an emergency the Company is required to transfer a tradesman the employee with the least seniority in the classification in the plant affected will be transferred, provided he can do the work.

(See letter #8.)



APPENDIX 2 SKILLED TRADES - APPRENTICES

General 21-1

The purpose of this Appendix is to define the provisions **govern-
ing** registration, education, seniority, and all other matters peculiar to skilled trades apprenticeships.

21-2

Provisions of the Collective Agreement shall apply to all skilled trades apprentices except as altered by the provisions of this Appendix **2**, or by the apprenticeship standards as established by the Joint Apprenticeship Committee.

Apprenticeship Committee 21-3

A Joint Apprenticeship Committee shall be established. This Committee shall be composed of an equal **number** of members 3 from management and 3 from the local union, one of which will be the skilled trades chairman.

In addition, the Bargaining Chairman and the Industrial Relations Manager shall be **ex-officio** members and shall act as Chairman and Secretary or vice-versa.

The function of this Committee shall be to advise on all phases the the Apprenticeship Training Program. This Committee shall meet as required. At least two members of the Committee from

the Union and two members of the Committee from the Company must be present in order to administer the Apprenticeship Standards.

Registration

21-4

All apprentices may be registered with the Ontario Department of Labour and the Ontario Department of Education. All apprentices will sign a written Apprenticeship Agreement with the Company.

Initial Education Requirements

21-5

An apprentice will be required to have four (4) years high school credit or equivalent. Exception to these requirements may be made by the Apprenticeship Committee.

Ratio

21-6

The ratio shall not be more than one (1) apprentice to five (5) journeymen. In the event of a layoff or recall, the ratio shall be one (1) apprentice to eight (8) journeymen. The Company will endeavour to maintain these ratios.

The above mentioned ratio may be modified as the need arises upon approval of the joint apprenticeship committee.

School Attendance

21-7

Apprentices will be required to attend classes for related instruction. Any time spent in the classroom instruction will be paid for by the Company if the apprentice loses time from his regular work schedule as a result of school attendance.

The Apprenticeship Committee will establish a related training schedule for the apprentices similar to that recommended by the C.A.W. Apprenticeship Standards. The Company will arrange for the apprentices to attend such courses.

Completion of Apprenticeship

21-8

Upon completion of the apprenticeship, the Joint Apprenticeship Committee may recommend to the Apprenticeship Branch, Ontario Department of Labour, that a certificate signifying completion of the apprenticeship be issued to the apprentice. No

certificates will be **issued** by the Apprenticeship Branch, Ontario Department of Labour, unless approved by the Joint Apprenticeship Committee. An apprentice, upon completion of his apprenticeship, shall receive the journeyman's classification.

Seniority

21-9

The apprentices will exercise their seniority in the own classification. (For example, if **there** are four **(4)** apprentices in the Die Department and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.)

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship.

The above will become effective for apprentices entering an apprenticeship after June 1, 1980.

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete **their** apprenticeship when the regular apprenticeship seniority rules shall apply. The apprentice **will** exercise his relative plant seniority at a time of layoff from the apprenticeship.

Apprentices in each of the trades covered by the standards shall be paid a **progressively** increasing schedule of wages as follows:-

25
e-1

- 1st 1,000 hours — not less than **65%** of the journeyman's wage rate.
- 2nd 1,000 hours — not less than **70%** of the journeyman's wage rate.
- 3rd 1,000 hours — not less than **75%** of the journeyman's wage rate.
- 4th 1,000 hours — not less than **80%** of the journeyman's wage rate.
- 5th 1,000 hours — not less than **85%** of the journeyman's wage rate.
- 6th 1,000 hours — not less than **90%** of the journeyman's wage rate.
- 7th 1,000 hours — not less than **95%** of the journeyman's wage rate.
- 8th 1,000 hours — not less than **95%** of the journeyman's wage rate.

Except apprentices in the Tool and Cutter Grinder and Lab Technician Inspection, who shall be paid a progressively increasing schedule of wages, as follows:

- 1st 1,000** hours — not less than **75 %** of the journeyman's wage rate
- 2nd 1,000** hours — not less than **80%** of the journeyman's wage rate.
- 3rd 1,000** hours — not less than **85% of the** journeyman's wage rate.
- 4th 1,000** hours — not less than **90%** of the journeyman's wage rate.

The applicable Cost of Living Allowance between anniversary dates of the contract will be added to the base rate of the apprentice from his starting date until the date of completion of the apprenticeship.

Within thirty **(30)** days after starting in an apprenticeship program, the Company will furnish the apprentice with a tool box which will become the property of the apprentice upon completion of his apprenticeship. If requested, Management and/or the Apprenticeship Committee will assist the apprentice in obtaining **tools**.

At the commencement of his apprenticeship, an apprentice will receive **\$200.00** for the purchase of tools, if required. Upon satisfactory completion of the **2,000** hour and **4,000** hour increments, the apprentice will receive an additional **\$150.00** for each increment. Upon satisfactory completion of the **6,000** hour increment, the apprentice will receive an **additional \$250.00**.

The apprentice will submit a **receipt** for tools purchased to his respective Personnel Department prior to receiving his next increment. The Apprenticeship Committee will review the tools purchased and advise the apprentice of the tools that are necessary.

Upon graduation, the apprentice will receive the balance, if any, of the total tool allowance, to a maximum of **\$800.00**.

(See letters **#25** and **30**.)

APPENDIX 3
PLANT RULES AND REGULATIONS

General

22-1

The Safety and Plant Rules included in this Appendix 3 are hereby made a part of the Collective Agreement.

22-2

The following rules define certain fundamental Safety and Plant Regulations. They are established to protect the safety and well-being of all employees, to protect the property of the Company, and to insure **the** co-operation of all persons concerned in maintaining a safe, clean place to work.

THESE RULES ARE FOR YOUR PROTECTION

22-3

Violation of any of these rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal.

1. Safety glasses, goggles, face shields, safety shoes, hard hats and other personal protective equipment must be worn at all **times** on jobs, in areas, and plants where specified.
2. Do not operate any piece of equipment or do any class of work other than assigned by your foreman.
3. Do not operate your machine unless all guards are in place.
4. Do not remove "danger tags" placed on dangerous machinery or equipment except by permission of **the** General Foreman. All tradesmen will be supplied with locks and **lock-out** procedure. The tradesman who puts on the lock is the only employee **authorized** to remove it.
5. Shut down machines before cleaning, oiling or adjusting.
6. Do not wear rings, flowing ties, loose or dangling clothes or sleeves or any other item of apparel that might be caught or entangled on a machine or machine operation, such as rotating shafts, spindles, gears or belts.
7. Use a brush, hook, or stick to remove chips or shavings from machines.
8. Never tamper with or adjust electrical equipment. Call for an electrician.

9. Using compressed air for blowing dust from clothing is forbidden. Never direct a stream of compressed air towards your own body or that of any other person.
10. Use **recognized** props on all hammer changes.
11. Do not overload trays or equipment.
12. Obey warning signals. **Trucks** and crane horns are for your protection and must be obeyed.
13. Do not drive trucks, towmotors, etc. at excessive speeds. Sound horn at all intersections and other specified areas.
14. Riding as a passenger on trucks, towmotors, etc. is dangerous and forbidden.
15. Place materials so that **they** will not obstruct aisles, exits, stairs, ladders, **fire** fighting equipment or electrical controls.
16. Broken tools and equipment, or tools with mushroomed heads are to be replaced or repaired before using.
17. Do not engage in "horseplay" or any unsafe acts.
18. Frame assembly welders are to wear approved, nonflammable clothing.
19. Protect yourself and fellow workmen through "good housekeeping". Help keep the plant clean and tidy.

WORK SAFELY

22-4

Violation of any of the following rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal.

1. Smoking prohibited in areas.
2. Reporting for work under the influence of **alcohol** or **non-prescribed** drugs, carrying or consuming alcoholic beverages or non-prescribed drugs on Company property.
3. Threatening or assault of a supervisor or employee, brawling, fighting, or horseplay on Company property.
4. Theft from the Company or fellow employees.
5. Malicious or careless destruction of Company property.
6. Defacing or **unauthorized** use of plant bulletin boards.
7. Misuse of equipment or violating operating instructions for **vehicules** and equipment.

8. Insubordination or refusal to perform work requested by a foreman or anyone above the level of foreman.
9. Ringing time card for another employee.
10. Falsifying pay record. Incorrect or inaccurate information on time card. Failure to turn in time card at the end of each shift.
11. Washing or preparing to leave before the proper time. Tardiness in reporting to the job after clocking in. Loitering in washroom or on Company property.
12. Gambling on Company property.
13. Habitual absenteeism and lateness.
14. Ignoring or continued violation of safety rules or common sense safe practice.
15. Ignoring or continued violation of plant parking lot rules. Violations of posted speed limits on Company property.
16. Changing assigned job without authority of the foreman or anyone above the level of foreman.
17. Leaving the plant before end of shift without authority.
18. Leaving assigned work station without authority.
19. Producing excessive scrap or rework.
20. Employees must, on request, make available their lunch pails, lockers, tool boxes, etc., for **insepection** by the Company or its representatives.

BE A GOOD CITIZEN

22-5

Violation of any of the following rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal.

1. Picking up pallets. First, space forks as wide as possible. to provide more even distribution of weight. Second, space forks evenly from **center** stringer to balance the load. Third, when engaging pallet, keep forks level-don't drag them on the floor.
2. Only properly trained and **authorized** personnel should operate industrial trucks.
3. Know the load capacity of your truck and don't exceed it.
4. Before putting a truck in operation, test brakes, steering controls, horn and other devices for safety and ease of operation.

5. Report faulty performance to your supervisor without delay. Adjustments and repairs should be made only by **authorized** personnel.
6. For travel safety, mark truck routes, keep aisles clear and obey **all** traffic rules and warning signs.
7. Lift with mast vertical or tilted slightly back-never forward. **Lift** loads smoothly and slowly-avoid sudden jerks.
8. Tilt elevated load forward only when directly over unloading place-and with load as low as possible.
9. Never travel with load raised. Carry load as close to floor as possible with mast tilted slightly back to cradle load.
10. Never lift or lower loads while truck is in motion.
11. Slow down at cross aisles, sharp curves, ramps, dips, blind comers,-on wet, slippery or rough floors, in congested areas and when vision is limited or obstructed.
12. Sound warning device at exits, comers, elevators and when approaching pedestrians.
13. Do not move a questionable or unsafe load. Inspect first for overload, loose materials, poor balance.
14. Position loads evenly on forks for proper balance.
15. Drive in reverse when carrying load down ramp or incline and look in the direction of travel.
16. Keep load against carriage with mast tilted backward.
17. When lifting, lowering and carrying loads, keep mast vertical or tilted back-never forward.
18. Avoid stunt driving and horseplay.
19. Start and stop trucks gradually and slowly. Always look around before starting.
20. Check dockboards into trucks and cars for width-strength-security.
21. Slow down and avoid uneven surfaces.
22. Travel a safe distance from other **vehicules**.
23. Don't haul riders. Don't use a truck to move a load for which it is not designed.
24. Keep arms, legs, and other parts of **the** body within dimensions of the truck.
25. Park truck with forks flat on floor.
26. When leaving truck, shut off engine, set parking brake and remove ignition key. Chock wheels on incline.

27. Observe floor load limits and overhead clearance.
28. Watch rear end swing.
29. Use special care when placing materials near heaters, electrical wiring, pipes or other fragile or dangerous equipment.
30. Don't let fork tips strike any objects.
31. For better vision, drive backwards with bulky **loads**—always look in the direction of travel,
32. Use care in high stacking-watch for falling stock.
33. Use care when **handling** long lengths of bar stock, lumber, etc.-watch swing.
34. Keep clear of edge of loading docks.
35. Never stand or pass-or permit anyone else to stand or pass under elevated forks.
36. Avoid lifting loads with one fork.
37. Don't block traffic. Park in **authorized** areas only.
38. **Trucks** should be **refueled** at locations specifically designated for that purpose.
39. Don't smoke while **fuel** tank is being filled, **LP-gas** container replaced or battery charged-or if there are traces of fuel on the engine.
40. Don't daydream. Expect the unexpected. Keep mind on operating truck-stay alert-stay alive. Enjoy operating your lift truck.

APPENDIX 4 WAGE RATES

50-A
1

General

23-1

The following classifications, wage rates and conditions under which they are applicable as outlined in the following sections of this Appendix 4 are hereby made a part of the Collective Agreement.

23-2

Wages, rates and classifications as outlined in sections **23-5, 23-6, 23-7, 23-8, 23-9** will be effective as of June 1, 1989 and will remain in effect until midnight May 31, 1992.

Letter #1

May 31, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: FACTORING DATES.

During our **1989** negotiations, we discussed the application of factoring. Following are the dates for factoring increases and COLA monies.

The **C.O.L.A.** monies payable in September **1989**, December **1989**, March **1990**, June **1990**, September **1990**, **Decembner 1990**, March **1991**, June **1991**, September **1991**, December **1991**, March **1992** will be used as an add on until the **1st** complete pay period beginning on or after March **1, 1992**.

These monies will be added to the base rates of all non productive and skilled trade rates of pay. Also, these monies will be factored into the base rates of pay for the productive employees. These changes to the base rates of pay for all non skilled, skilled and incentive employees will be effective **during** the **first** complete pay period on or after March **1, 1992** providing that a flat rate of pay method has not been implemented.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #2

May 12, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: BREAKS.

During our **1989** negotiations, we discussed at length the rest and lunch break periods in each of the plants.

The Company **recognizes** the desirability of having regular rest and lunch breaks in each plant. With regard to the Frame Plant maintenance Department, it is agreed that staggered breaks will be scheduled with the understanding that in the case of emergency breakdown, lunch breaks may be interrupted. The practice of interrupted lunch breaks will be kept to a minimum and used in emergency cases only.

The rest periods will continue to be part of their personal time allowance per Clause **14-3** of the Collective Agreement.

Yours truly,
P.S. **Teeple**
Industrial Relations Manager
U-Joint Plant

Letter #3

May 31, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: PLANT ZONING FOR UNION REPRESENTATION.

During our **1989** negotiations, zoning of the plants for Union Representation with respect to coverage under the Collective Agreement by Stewards and Committeemen was discussed.

It was pointed out by the Company that in the past problems had been created when more than one representative in the same department assigned to the same shift requested leaves of absence for Union business to attend Committee meetings.

In the past the Union has taken the responsibility for ensuring that there is no overlapping of Union representation in any one department.

It was agreed that the Union will continue to see that the above arrangements for equal representation throughout the two plants are carried out.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #4

May 31, 1989

Mr. **J. Gilligan**
Bargaining Chairman
Local **676 C.A.W.**
20 Walnut Street
St. Catharines, Ontario
L2T 1H7

Dear Jerry:

SUBJECT: PLANT CLOSURE. 

During the **1989** negotiations, discussions took place concerning the possibility of a partial or full plant closure as defined by the Employment Standards Act, taking place during the life of the Collective Agreement.

The Company assured the Union that should the decision be made to close (partially and/or fully) a Hayes-Dana Inc. facility covered by our Collective Agreement with **C.A.W.**, Local **676**, a meeting will be arranged with the Bargaining Committee. The purpose of this meeting will be to advise the Bargaining Committee of the reasons, and to discuss the procedures to be followed to facilitate the closure, and **minimize** the effects on our employees.

Measures to minimize these effects may include severance pay and/or lump sum payments (which would be in addition to those payments required by legislation), enhanced early retirement provisions, as well as any other measures which the parties agree upon.

This meeting will be arranged as far in advance of the closure as possible.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #5

May **25**, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: DOWN TIME CODES FOR DRIVE TRAIN UPSETTERS.

During our **1989** negotiations, down time codes on Upsetters in the U-Joint Plant were clarified as follows:

- (1) Set-up (including waiting for die polish) - Code **18**. This applies to both two and three man crews.

NOTE: While waiting for die polish the Foreman may transfer the operators to other available jobs and the respective codes will be used.

(2) Down time for **three** man crews - Code **18**.

Examples: (a) off-die condition,
(b) tighten down die blocks.

(3) Down time for two man crews - normal adjustments to machine, dies, etc. Are covered in the 7 minutes per hour miscellaneous.
-Abnormal conditions - Code **18**.

✓ (4) Stockmoving outside department - Code **99**.

(5) Waiting for stock - Code **18**.

(6) Machine breakdown - automatically transferred to available jobs or sent home if no other work.

(7) Complete major change over - Code **41**.

Note: all non-productive labour must be brought to the attention of the foreman.

Yours truly,
P.S. **Teeple**
Industrial Relations Manager
U-Joint Plant

Letter #6

April 4, 1989

Mr. **J. Gilligan**
Bargaining Chairman
Local 676, C.A.W.
20 Walnut Street
St. **Catharines**, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: U.A.W. DANA MASTER AGREEMENT.

The National Union **C.A.W.** and its Local Union, Local **676 C.A.W.** and the Dana Corporation and its subsidiary, Hayes-Dana Inc., agree to establish a committee equally representing their respective parties for the purpose of discussing the inclusion of the Hayes-Dana plants represented by Local **676 C.A.W.** under the **C.A.W.** Dana Master Agreement.

It is understood and agreed that the contract termination date of the Collective Agreement between Hayes-Dana and **C.A.W.** Local **676** shall not be used as a legal bar to the discussions or the inclusion of the Hayes-Dana plants under the Master Agreement.

Further, in the event that the Committee established for this purpose is unable to reach an agreement, the Dana Corporation and/or its division, Hayes-Dana, shall not use the termination dates as a bar with the purpose of refusing to negotiate this question under the Master Agreement.

The committee established for the purpose outlined above shall have the authority to agree to include Hayes-Dana plants under the **C.A.W.** Master Agreement with such modifications as are necessary to meet the requirements of the Canadian Law.

Such agreement shall be subject to the approval of the **C.A.W.** Local **676** membership.

Yours truly,
P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #7

May 25, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local **676, C.A.W.**,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: SUB-CONTRACTING.

3/1

It is the policy of the Company not to contract out work when it has the people, skills, equipment and facilities to do such **work**—always provided that the Company can do such work as economically and efficiently as it can otherwise be done.

The Company will not contract out or have outside contractors in at any time that there is a skilled tradesman on layoff who is available and has the qualifications and ability to do the work required.

There may, however, be times when the Company is obliged to contract certain work to outside contractors. The following procedure will be followed:

- (1) Certain work that may continue to be contracted out will be identified in discussion with the Skilled Trades Committee. It is also agreed that work that, at the signing of this Agreement, is contracted out will, wherever possible, be brought back into the Company's plant.
- (2) Prior to skilled trades work being contracted out, the Company and designated Union representatives will meet to discuss the nature, scope and approximate dates the work will be performed. The equipment, skilled tradesmen, facilities, etc. required and the reason why the company is required to sub-contract will also be discussed.
- (3) In the event of an emergency situation during the off shift or on the week-end, the Company may have to contract out skilled trades work to ensure the future continuity of employment for our employees and/or to fulfill our customer requirements. Should this occur, the Company representatives will meet with the designated m-plant Union representatives to explain the situation on the work day immediately following the emergency situation.
- (4) During a plant shutdown for vacation, the Company will **utilize** the **skilled** tradesmen wherever possible, within their respective trade and plant. The Company will maintain a ratio of not less than one Company skilled tradesman for every one contracting tradesman within the required trade.

Should the number of required Company skilled tradesmen not be attained, the Company will bring in additional outside tradesmen, as required.

In many instances it may be to our mutual advantage to **utilize** our own equipment **and** manpower. However, to do this, the Company will require assurances that the required manpower will be available, including overtime, and that continuity of individual skills will be fully considered.

The Union can rest assured that the Company will keep contracting out and sub-contracting to a minimum and has no policy change in mind to reduce work available to our Skilled Tradesmen through the use of outside contractors. We will continue to be interested in maximum employment for all our people.

Yours truly,
P.S. **Teepie**
Industrial Relations Manager
U-Joint Plant

Letter **#8**

May **25, 1988**

Mr. **J. Gilligan**
Bargaining Chairman,
Local **676, C.A.W.**,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: **LINES** OF DEMARCATION.

During our discussions at the **1988** negotiations regarding Skilled Trades, the problems of Lines of Demarcation were agreed to as follows:

The Company agrees that they will not use one Skilled Tradesman to perform the work of another Skilled Trade except as provided in Clauses **20-4, 20-13** and **20-14**.

The Company and the Union further agree to the principle of each trade doing only that work which falls within that classification.

Whenever a problem arises regarding the crossing of Skilled Trades, the Union **Representative** in the plant concerned will meet with a Representative of the Company in the same plant to try to solve the problem. If the problem is not resolved at this stage, a meeting will be held within three **(3)** working days between the Skilled Trades Committee and the Company Committee to solve the problem.

The Company will appoint three **(3)** representatives who are knowledgeable in Skilled Trades to meet with three **(3)** Skilled Trades Representatives of Local **676** on a monthly basis to resolve any problems regarding Lines of Demarcation. The two **(2)** Plant Chairmen and Industrial Relations Managers may attend the Skilled Trades Committee meetings as **ex officio**.

Below are listed some job descriptions in the Skilled Trades. Other job descriptions regarding miscellaneous work assignments, or multi-trade deviations while working on a single component may be the subject matter of the monthly Lines of Demarcation committee meeting. Any increase or decrease of this language is subject to mutual agreement.

Millwright - dismantles, moves, installs, and aligns machines, plant equipment, conveyors, furnaces (heat treat), sand blasts, tack welds, removes and replaces electrical motors, excluding electrical hook ups.

Pipefitter - installs, repairs and maintains, steam, water, air, oil and acid pressure systems, repairs pumps, valves, traps, sewage plumbing and pneumatic systems.

Machine Repair - repairs, adjusts, disassembles, replaces parts and reassembles machines, mechanical and hydraulic equipment and makes new parts.

Tool and Die Maker - builds, repairs, remodels, maintains and installs all types of tools, dies (excluding forging), jigs, fixtures and gauges, and die tryouts.

Electrician - installs, assembles, maintains and replaces all kinds of electric and electronic equipment.

Yours truly,

P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #9

May 31, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676 C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

**SUBJECT: SKILLED TRADES REPLACEMENT OF
BROKEN TOOLS**

During our 1989 negotiations, we discussed the current practice of replacing the Skilled Tradesmen's tools that break in the course of repairing Company property.

In order for the Tradesman to get his broken tools replaced, he will have to submit his broken tool to his supervisor. The supervisor will then make the necessary arrangements to replace the broken tool.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #10

May 31, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: PAY FOR GUN REPAIRMEN IN THE FRAME PLANT

To clarify the method of pay for the Gun Repairmen in the Frame Plant, the following will apply:

-Performing regular duties as Gun Repairmen during regular shifts and on overtime shifts when the main line is running - Pay Code **33** with applicable overtime rate for overtime.

-Performing regular duties as Gun Repairmen during regular shifts when the main line is down in excess of one hour due to a major breakdown - Pay Code **41** for time so **authorized**, or applicable rate of job assigned.

-Performing regular duties as Gun Repairmen during overtime shifts when the main line assembly is not working and no line incentive is paid - Code **41** at the applicable overtime rate.

-Performing duties other than regular Gun Repairmen on overtime work at Step 2 or Step 3 of Clause **10-15** - pay the applicable Pay Code for the job assigned.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #11

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676, C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: GROUP INCENTIVE IN THE U-JOINT PLANT.

During negotiations, the subject of Group Incentive in the U-Joint Plant was discussed.

The results of these discussions are as follows:

- (a) all groups in the U-Joint Plant will remain on individual incentive.
- (b) It is agreed by both parties that if the Company can find a solution to the problems encountered since the implementation of group in the U-Joint Plant, the Company will ask the people involved in any line to vote in favour of or against the implementation of group.

This letter does not preclude the Company's right to implement group based on the above conditions and in keeping with Clause 14-16 of the Collective Agreement.

Yours truly,
Jack Yates
Plant Manager
U-Joint Plant

Letter #12

May 6, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676, C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: OVERTIME ASSIGNMENT DURING CHRISTMAS SHUTDOWN HOLIDAY.

This will clarify the intent of our discussion at the 1989 negotiations regarding the assignment of overtime during the Christmas Shutdown.

Any department requiring employees to work during the Christmas Shutdown will post a notice on the bulletin board informing of the days of work available. Employees who desire to do the available work may place their names on the list. The notice will be posted at least seven (7) days prior to the scheduled work shift of December 12 in the department concerned. Only employees who respond by the end of their shift December 12 will be offered work during the shutdown period and will be charged with the overtime hours agreed to work. Overtime will be offered to the employees who respond as per Clause 10-15 using the overtime hours as of December 12. Employees who do not respond will not be charged overtime hours [Clause 10-15 (b)].

Any emergency work that is required after December 12 because of breakdowns or other emergency situations that will require employees to work the shutdown will be assigned to those who volunteered by December 12. If the additional emergency requirements are not filed by employees from this list, the excess additional work will be posted in the department concerned as soon as possible. Only employees who respond within forty-eight (48) hours will be offered the overtime. The selection of employees will be as stated in the above paragraph.

Work will be assigned to the employees who respond in an equitable manner, provided they can do the work. It is understood and agreed that some jobs in the Skilled Trades will be subject to work continuity and will be assigned on this basis.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #13

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676, C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: HOLIDAY PAY QUALIFICATION.

During our 1989 negotiations, we discussed the intent of Clause 12-3. It was agreed that there may be circumstances which prevent an employee from being at work the day immediately preceding and immediately following a holiday in order to qualify for holiday pay. When such circumstances occur, consideration will be given to qualify the employee for holiday pay providing the reason for his absence is presented to the Industrial Relations Manager. Employees with valid reasons who apply in advance for leave of absence for the day before or after a holiday will be granted such leave providing their supervisor approves of the leave and providing such leave does not impair the Company's commitments to customers.

The Company and the Union agree that the intent of this procedure is to **recognize** an employee who has a bona fide absence or is excused immediately preceding or following a holiday. It is not a procedure to **recognize** employees who are absent without cause on the qualifying days.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #14

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676, C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: LEAVE OF ABSENCE

During our **1989** negotiations, the Union requested a Letter of **intent** regarding employees who request a Personal Leave of Absence. This letter is in response to your request.

The Company agrees with the principle that employees should be granted a Leave of Absence providing such a leave does not impair the Company from meeting its commitments to customers or production schedules.

When such a leave of absence is requested, the employee's vacation schedule may, if he desires, be adjusted to coincide with such request to **minimize** the amount of personal leave required.

All requests for such leave must be presented to the Industrial Relations Manager.

Yours **truly**,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #15

May **22, 1989**.
Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

2/1
1

Dear Jerry:

SUBJECT: ASSISTANCE FOR EMPLOYEES ADDICTED TO ALCOHOL OR DRUGS.

During our **1989** negotiations, the Company and the Union discussed our mutual concern for employees who are addicted to alcohol or drugs. Our concern was for the safety and well-being of these persons and the effect addiction has on their lives generally.

The Company is prepared to meet with representatives of Local **676** to consider a procedure to help these individuals who request

assistance and have an obvious problem of addiction. Such procedure may include professional assistance, counselling and guidance.

We agree **that** the purpose of such a procedure would be to motivate addicted individuals to overcome **their** problems. While we may be sympathetic toward an individual's problem, **the** purpose of any program will be rehabilitation and it is expected that the addicted person will respond.

Yours truly,
P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #16

May 22, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: TRANSFERS WITHIN DEPARTMENTS.

During our negotiations in 1989, we discussed the intent and application of Clauses 9-53 and 9-54. It was agreed and understood that department foremen may transfer employees within a department to balance the work force as necessary. Further, when it is necessary to transfer an employee from job to job within a department, the junior seniority employee will be transferred whenever possible, providing he can perform the required work.

The purpose of these Clauses is to cope with emergency and unusual situations, not to capriciously transfer employees without reason. Should a transfer be made without reason, it may be subject to the grievance procedure.

Yours truly,

P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #17

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: STRIKES AND LOCKOUTS.

During our 1989 negotiations, we discussed the possibility of legislation changing with regard to strikes and lockouts. Currently, any strike is illegal during the term of a Collective Agreement. This is covered under the terms of our contract, Clause 8-1, and also under Section 60 of the Ontario Labour Relations Act. There is no intent on the part of the parties to change either the current meaning or intent of the Collective Agreement or the O.L.R.A. And in view of this, it would not be appropriate to modify our current Clause 8-1 of the Collective Agreement.

Should the applicable Provincial laws change to allow employees to conduct a legal strike during the term of this Agreement, the parties agree to meet and amend Clause 8-1 to conform with the change in law.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #18

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: PREGNANCY LEAVE. *581A*
017

During our 1989 negotiations, we discussed the need for leave of absence for female employees due to pregnancy.

It was agreed that should any of our female employees require such a leave, the seventeen (17) week leave of absence as outlined in the Employment Standards Act will apply.

It was further agreed that should the pregnancy leave be required, the Company and the Union will meet to discuss the application of Clause 9-29 to such a leave.

Yours truly,
P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #19

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

48/e

SUBJECT: PLANT SHUT-DOWN DUE TO WEATHER CONDITIONS.

During our 1989 negotiations, we discussed the possibilities of severe weather conditions causing a plant shut-down.

It was agreed that any day the Company gives notification by public announcement or otherwise of a plant shut-down due to severe weather conditions, short work week benefits shall be paid to all affected employees providing it falls **within** the **S.U.B.** Regulations.

Any day that the plant is forced to shut down because of absenteeism of employees due to severe weather conditions, short work week benefits shall be paid to all employees reporting for work providing it falls within the **S.U.B.** Regulations.

The Company agrees that in determining whether the plant should attempt to operate during severe weather conditions, consideration shall be given to the severity of the conditions, actions of other employers in the area, and advice or decree issued by local or other authorities.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #20

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: FACTORING.

During our 1989 negotiations, we discussed at length the mutual problems created by our factoring method.

In order to overcome these difficulties, we have mutually agreed on **the** following modifications:

- (1) In the future, any negotiated add-on monies to be factored will be dealt with by increasing **the** objective and day work rates by an amount determined by the productive earnings efficiency.
- (2) The productive earnings efficiency will be determined by data collected during the period from July to April, inclusive, each year. Downtime will not be included in these calculations.
- (3) We will use the factoring areas presently established and continue to mutually review their appropriateness and adjust them if required as in **the** past.
- (4) We **recognize** that, when factoring without downtime, the employee may not have **the** opportunity to earn his full negotiated monies while on day work during his normal operation. At the time of factoring, we will determine the employee's daily average earnings using **the** data collected and adjust the objective rate to provide the opportunity to earn the full negotiated monies during his normal operation.

This is based on **the** principle that factoring should cost the Company no more and the employee should receive no less than **the** negotiated money.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #21

December 20, 1988

Mr. J. Gilligan
Bargaining Chairman
Local 676, C.A.W.,
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

**SUBJECT: LETTER OF UNDERSTANDING RE: LINES OF
DEMARCATON**

During the **1988** negotiations, the Company and the Bargaining Committee of Local **676** discussed the need to change some miscellaneous work assignments or multi-trade deviations while working on a single component.

It was agreed that these changes are to give our Tradesmen more flexibility in order to **maximize** our productive time and decrease our downtime. In order to accomplish this vital operation it was agreed by both Bargaining **Committees** to activate the Joint Skilled Trades **Committee**; to meet monthly; to identify the multi-trade deviations; to determine the method and procedure and if required, the training to be instituted in order to implement these mutually agreed changes. **This** committee will be required to report on their progress, on a quarterly basis, to the Bargaining Committees of **the** Company and Local **676**.

The purpose of these changes are to enable a tradesperson, if mutually agreed, to complete an entire job from start to finish unless identified as a safety related item.

It is agreed by both Bargaining Committees that once these changes are implemented, they will supercede any previously negotiated language pertaining to the **specific** items. Furthermore, these items will remain in **effect** until either **the** next set of negotiations or unless m **utually** agreed to change by the Joint Skilled Trades Committee.

Yours truly,
P.S. **Teepie**
Industrial Relations Manager
U-Joint Plant

Letter #22

May **23, 1989**

Mr. J. Gilligan
Bargaining Chairman
Local 676 C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: JOB POSTING.

During the 1989 negotiations, we discussed at length the problems created by job bidding, in particular, Clause 9-47.

The purpose of the "job posting" procedure is to give an opportunity for employees to move to other departments within the plants.

It is mutually **recognized** that the problems created by frivolous job bidding cause severe production problems and excessive delays for other employees genuinely interested in changing jobs.

The Union agrees to assist **the** Company in undertaking an education program for all employees to make them aware of **the** unfairness of abusing the job bidding procedures.

The Company and the Union agree that employees should have the opportunity to obtain **the** job of their choice through the proper use of the bidding procedures.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #23

May 25, 1988

Mr. J. Gilligan
Bargaining Chairman,

Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: MAJOR SET-UPS.

Listed below are the operations considered to be major set-ups for which Code 4 I will be paid. Major set-ups mean a complete series change **which** will be for the major portion of a shift.

Items marked (*) are set up by the line set-up man, not the operators.

It is **the** intent of **the** Company to apply the studied incentive rates to cover these operations:

Axle Shafts	Bearing
Bullard*	Davenports
Finish Bullard*	Centreless Grinder
Extrusion Press	
Ball Yokes	Heavy Duty Sleeve
Chain Broach	Snyder *
Journals	
Snyders	
Modems	
Badger	
Centerless Grinders*	

New equipment **received** in the future, if considered as a major set-up, will have incentive applied or Code **41** until a rate is applied.

Any operations omitted when **this** list was prepared can be referred by the Union for discussion with **the** Company and if proven to be major will fall in this category.

Yours **truly**,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #24

May 31, 1989.

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: INCENTIVE WORKERS PAY FOR SPECIAL CIRCUMSTANCES.

During negotiations, we discussed pay for incentive workers under special circumstances. To clarify this, the following will apply to incentive workers:

- Down time **authorized** by the foreman at **the** time of **the** down time, pay at day work rate.
- Assigned to sweeping, other than the operator's own work area, pay at rate for sweeper.
- Assigned to teach a new operator, **authorized** by the foreman, pay at Code **41**.
- Attending safety meetings, fire department meetings and **H.D.E.A.** meetings during working hours and **authorized** by **the** foreman, pay at Code **41**.
- Attending meetings which are called by the Company, Code **41**, and applicable overtime rate.
- All other rates of pay will be as per the Collective Agreement.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #25

May 31, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local **676, C.A.W.**,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: METRIC TOOLS

During our negotiations, we discussed the pending conversion to the metric system and its effect on skilled tradesmen's tools. The Company will make available, when required, the metric measuring instruments or tools for the performance of their work. Such tools will be available through a check-out system.

Conversion tables or other alternate means of **utilizing** tools and instruments for the metric system may be used and **will** be supplied to skilled tradesmen. Except as herein provided, the present requirement for skilled tradesmen to provide their own tools necessary to perform their duties is not changed or altered.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #26

May 22, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local **676, C.A.W.**,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: EXTREME HEAT CONDITIONS IN FRAME PLANT.

It is the intent of **the** Company to **recognize** the extreme heat condition which exists in the Frame Plant at times during the summer months.

Many things could be considered when **the** extreme oppressive heat exists such as additional heat breaks, early shut-down, or a set scheduled number of frames, etc. Of course, a decision for any action will be made at **the** time, taking into consideration the conditions then in existence.

Further, to alleviate the heat condition in the summer and preclude the necessity to take any of the above action, **the** company will purchase and install a sufficient number of "man cooler" type fans for the areas affected by the heat.

With regard to the heat problem, the employees' requests will be given every consideration and a decision will be made, at the time of **the** employees' requests, by Management and this will apply uniformly in the assembly department.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #27

December 20, 1988
Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: BONUS PAYMENT-MAIN LINE, FRAME PLANT

During our **1988** negotiations, the Company and the Union agreed in principle **that** the present bonus payment in the Main Line in the Frame Plant would remain unchanged during the existing model.

If the present model changes or a new model is introduced, it is further agreed that the bonus payment will be adjusted based on the same principles that were **utilized** to establish the present bonus system.

It is understood that the existing bonus system of payment may not apply, should the Company implement an hourly method of pay in the assembly areas and should be reviewed at that time.

It is further understood that the Company and the Plant Negotiating Committee will meet to review any new or changed bonus payments prior to their implementation.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #28

May 25, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: VACATION.

During our **1989** negotiations, we discussed at length the possibility of employees scheduling vacation during the months of July and August.

The Company agrees with the principle of employees having a vacation during the period they desire and the Company will endeavour to schedule employees' vacation at their request.

However, there will be times when, due to customer, requirements, production schedules, equipment problems, etc., That scheduling vacation time during these months will be impossible. Should such a circumstance interfere with the employees' vacation schedules, the Company will attempt to give the employees concerned as much advance notice as possible.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #29

May 25, 1989

Mr. J. Gilligan
Bargaining Chairman
Local 676 C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: PERMANENT SKILLED TRADES LAYOFFS.

During our 1989 negotiations, the Company and the Union discussed at length the problems of some of our Skilled Trades Classifications becoming redundant. We mutually agree that the lengthy service of those individuals presently in these areas forces us to consider measures to allow them to continue their employment at Hayes-Dana Inc.

The most devastating effect that these individuals face is the position of being laid off with no chance of recall.

In order to overcome this **difficulty**, the Company will agree to allow these individuals to be placed on **the** general recall list in

line with their accumulated production seniority only (production seniority at the time of entry into skilled trade). This may occur only after the employee is on permanent layoff for a period of six **(6)** months.

If the individual chooses to accept this option, he will forfeit his rights to recall to his former Skilled Trades Classification. If the individual chooses not to exercise this option within fourteen **(14)** days, he shall lose his rights in this regard.

Employees who fall under this category or employees in Skilled Trades Classifications that the Company and the Union mutually agree will become redundant, will be allowed to apply for apprenticeships in other skilled trades. Acceptance into an apprenticeship will constitute forfeiture of their rights under this Agreement, as well as all seniority established in their previous Skilled Trades Classification.

We **recognize** that this is an unusual procedure, however, with the changes that are taking place in manufacturing, it became necessary to adjust our procedures to accommodate long service employees.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #30

May **25, 1989**

Mr. J. Gilligan
Bargaining Chairman
Local 676 C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: TRANSFER OF DEPT. 212 TO DEPT. 211.

During our **1989** negotiations, the Company and the Union agreed

to transfer Department 212 Tube Mill to Department 211 Prop Assembly.

We also agreed that this would be accomplished over a period of time so as not to change the status of the two senior employees in the present Tube Mill Department. Employees replacing each of these senior employees will be placed in Dept. 211 At that time.

The Company and the Union also agree to discuss the orderly transfer of work at the time of the first open job.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #31

May 31, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: TECHNOLOGICAL CHANGE.

During our 1989 negotiations, the Company and the Union discussed changes **in technology** that could possibly cause a change in the number of skilled workers in the Bargaining Unit.

While **the Company** and the Union **realize** the importance of keeping abreast of new methods of manufacturing that will allow us to remain **competitive**, we must also **recognize** the necessity of upgrading the skills of the workforce to keep any impact from new technology to a minimum.

The Company will notify the Union as far in advance as possible of any decision to apply new technology which may substantially

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change the nature of the skilled workforce.

The Company will make the **necessary** training available for any **skilled** trades employees to become qualified **in the skills required** because of technological change. This may be conducted on site as necessary, and during regular working hours wherever practical.

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The Company **recognizes** the importance of keeping any changes in the work caused by new technology within the proper skilled trades classification.

Apprenticeship programs will be revised to reflect changes brought about by the introduction of new technology.

Within three (3) months of the signing of this Agreement the committee will decide on the frequency of the meetings necessary.

The Company will ensure there are management personnel on the committee who are thoroughly conversant with technology plans.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #32

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: MILLWRIGHTS TACK WELDING.

During our 1989 negotiations, we discussed at length "tack welding" as it applies to the Millwright skilled trades classification. It is the intent of the Company that the millwright will **only** "tack weld" and that "welding" properly belongs in the tool and die welding classification.

It is understood that in an emergency situation some lines of demarcation between the skilled trades are overlapped for personal safety or customer commitments.

However, the Company will attempt to monitor this situation and to enforce the proper skilled trades lines of demarcation regarding the application of welding and tacking.

Yours truly,
P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #33

May 22, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local **676, C.A.W.**,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: IMPACT FROM BUMPING.

During our **1989** negotiations, the Company and the Union discussed at length the serious impact resulting from employees exercising seniority between divisions when large-scale or frequent layoffs occur. The Company is impacted by the resulting inefficiencies from bumping that cause extra training time and extra personnel as well as quality and production problems. Our people are impacted through loss of earning opportunity in coping with new and different manufacturing processes.

To reduce this undesirable impact, the Company and the Union agree that during extended layoffs, when employees are exercising seniority between divisions and the majority of one particular department is being affected by employees bumping into that department or when more than ten (**10**) employees are bumping

into an individual department from the other division, a period of up to twenty **(20)** working days may be **utilized** to absorb and appropriately place people exercising their seniority.

Should this agreement need to be implemented, the Company will meet with the Union in advance of the anticipated layoff and will agree to a layoff in an orderly procedure.

Employees will be accepted into the affected department by seniority with every effort being taken by the Company to accelerate this process, however, during the period of training and relocation of our people, others may be laid off out of seniority to facilitate the training and moves required.

The intent of this special arrangement is to make the transition of people to other divisions as efficient as possible and to reduce the impact.

Yours truly,
P.S. **Teeple**
Industrial Relations Manager
U-Joint Plant

Letter #34

May 9, 1989

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. **Catharines**, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: PREFERENTIAL HIRING.

During our discussions in the past and at our **1989** negotiations, the Committee of Local **676** expressed concern for our employees who are laid off from the U-Joint Plant and Frame Plant.

The current downturn in our industry necessitated the layoff of a large number of our employees and the committee raised the question of preferential **hiring** for these laid off employees **in** other Hayes-Dana Inc. facilities.

Should any employee covered by our Collective Agreement be laid off as a result of their job or department being relocated in another facility of the Company, they have the rights under Clause 1-1 as follows:

“Except where prohibited by law, or previous agreement with other unions, whenever the Company transfers operations or departments from a plant covered by this agreement to a plant which is newly acquired or built by the Company, employees engaged on such operations or employed in such departments, may, if they so desire, be transferred to a new plant with their full Company seniority.”

The details covering such a move are clearly stated in Clause 1-1 which the Company will, of course, continue to honour.

For employees laid off and not covered by Clause 1-1, the Company will provide an opportunity for preferential hiring at other new facilities of the Company on the following basis:

- 1) A laid off employee with one or more years of seniority who has been on layoff for six **(6)** months may complete a preferential hiring request at the Personnel Department of his home plant.
- 2) The Personnel Department will forward the request to the designated facility.
- 3) The preferential hiring request will be given preference over non-Hayes-Dana people at the designated facility in accordance with the date of receipt of the application, provided the person is qualified **and** available for work.
- 4) The request will be valid for a period of six **(6)** months from the date of filing, and the laid-off employee must re-apply to extend the six-month period.
- 5) When an applicant accepts a position at the new facility and completes the applicable probationary period, he will be considered a voluntary quit at his home plant.

- 6) If an applicant declines an offer of employment, his name will be removed and no further application for preferential hiring at the new facility may be made for one (1) year.

In the event of any person taking advantage of the preferential hiring opportunity and accepting a job, his service in the new facility will count toward the vesting rights to any pension benefit that was accrued under the Local 676 Pension Plan up to the date of transfer. He will also be eligible for any future improvements in the Local 676 Plan with respect to the above-accrued benefit up to the date of retirement.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #35

April 8, 1989

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: UNION REPRESENTATION.

During the course of our 1989 negotiations, the Union submitted a proposal for Union Representation in all facilities owned or acquired by Hayes-Dana Inc.

Our management philosophy is to have each Division of our Company operate as an autonomous **organization** within the guidelines of Corporate policies.

The employees in certain of our facilities are represented by Unions, including the **C.A.W.**, and in these facilities, through the efforts of the Local Management and Union Committee, the

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Company and the Union have developed a constructive relationship based on trust, integrity and mutual respect. The Corporate position of Hayes-Dana Inc. Regarding Union representation for our employees in any facility is:

... We believe that our employees should exercise their free choice, under the existing laws, to decide, by voting, whether or not they wish to be represented by a **Union—C.A.W.** or any other Union.

... If a majority of our employees in any Division indicate a desire to be represented by any Union, then the Company will abide by the existing laws and **recognize** such a Union.

The Company and its representatives will continue to communicate with our employees not in an “anti-union” or “**anti-C.A.W.**” manner, but, in a positive “pro-Hayes-Dana” manner. However, the Company reserves the right to counter in any appropriate manner when undue provocation or **mis-statement** of fact is evident during any **organizing** campaign.

Yours truly,
P.S. **Teeple**
Industrial Relations Manager
U-Joint Plant

Letter #36

December **20, 1988**

Mr. **J. Gilligan**
Bargaining Chairman
Local **676 C.A.W.**
20 Walnut Street
St. **Catharines**, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: CLAUSE 9-19.

During the **1988** negotiations, we discussed the problem of a **recognized 9-19** employee returning to the active workforce. It was agreed that the bona fide **9-19** is to review the Frame and

U-Joint Plant's operations and is to submit a comprehensive list of jobs which he can perform within his medical restrictions. Once this list has been reviewed and agreed to, the jobs listed will be considered an automatic bid to any job that is posted. The above should not preclude an employee using **9-19** on an internal move.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #37

May 23, 1989


Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: CLAUSE 9-19.

During our **1989** negotiations, we discussed the problem of an employee who has been **recognized** as meeting the requirements of Clause **9-19** of the Collective Agreement. We agreed that, should such an employee be unable to continue to perform his regular duties because of physical limitations, the following procedure will apply.

First, the employee will, at his own request, be laid off from his current classification.

Second, his name will be placed immediately on the general recall list, in line with his seniority. 

Third, he will be recalled to work within the provisions of the Collective Agreement providing that he is physically able to meet the requirements of the open job.

Fourth, if he is unable to meet the physical requirements, he will be by-passed for that job and will remain on the general recall list.

We also agreed that the Company and the Union will meet during the life of the Current Agreement to review this procedure and to mutually agree on appropriate changes if required.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #38

December 13, 1988

Mr. **J. Gilligan**
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: BY-PASS OF RECALL.

During the **1988** contract negotiations, we discussed the procedure for lay off and recall when a by-pass is in effect as per Clause **9-10 (b)**. The following has been agreed upon by the Company and the Union.

- (a) Exercising of seniority: when the junior job has been by-passed because it would be impracticable for the average employee to exercise his seniority rights, then the laid off employee may exercise his seniority against the next junior employee. The by-pass is in no way considered a freeze and if the employee being laid off has had previous experience on the job, he must exercise against the by-passed job or take the lay off.
- (b) Recall: when a by-pass is in effect and the Company is required to recall an employee in line with the recall provisions of the Collective Agreement, the Company will notify employees with seniority rights to recall of the nature of the

by-passed job. If it is deemed that the senior employee is unable to perform the work, he will be by-passed and the next employee with recall rights will be notified. This procedure will be continued until a suitable employee can be found. The by-pass is not to be considered a job freeze and an employee with previous experience with recall rights must answer recall as per the recall provisions of the Collective Agreement.

(c) The above is subject to the grievance procedure as per Clause 9-10 (b).

Yours truly,
P.S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #39

December 13, 1988

Mr. J. Gilligan
Bargaining Chairman,
Local 676, C.A.W.,
20 Walnut Street,
St. Catharines, Ontario.
L2T 1H5

Dear Jerry:

SUBJECT: PAY SYSTEM

During our 1989 negotiations, we discussed improving our pay systems.

We agreed to change our pay week, effective June 1989 from a Sunday to Saturday pay week to a Saturday to Friday pay week.

This will allow employees to be paid by a supervisor during their shift to which they are assigned on Thursday of each week for the pay period ending seven (7) days previously. Employees on swing shifts or second and third shifts will be paid on Wednesday.

The Company agrees to meet with the Union Bargaining Committee six months following **implementation** of this system, to

discuss any problems with the new week and to consider changes which may be required relating to the new pay week.

Yours truly,
P. S. Teeple
Industrial Relations Manager
U-Joint Plant

Letter #40

December 13, 1988

Mrs. P.S. **Teeple**
Industrial Relations Manager
U-Joint Plant
Hayes-Dana Inc.,
P.O. Box 1045
Thorold, Ontario
L2V 3Z6

Dear Paul:

SUBJECT: CLAUSE 10-9 (a) SHIFT CHANGES

During the **1988** Negotiations the Company and the Bargaining Committee of Local **676** discussed the necessity of training our employees and the effect of mutual **shift** changes.

The Bargaining Committee of Local **676** fully support the need for **future** training. Furthermore, should mutual shift changes have an impact on an employee's training program; individual situations will be collectively assessed and stand on their own merits.

Both the Company and Union agree the mutual shift changes will not be capriciously disallowed.

Yours truly,
J. Gilligan
Bargaining Chairman

Letter #41

February 14, 1989

Mr. Jerry **Gilligan**
Bargaining Chairman
Local 676 C.A.W.
20 Walnut Street
St. Catharines, Ontario
L2T 1H5

Dear Jerry:

SUBJECT: FLAT RATE OF PAY

During the **1988/89** negotiations we discussed at length the possibility of implementing a flat rate of pay for a department currently on an incentive rate of pay system.

The Bargaining Committees of the Company and the Union **realize** that a change in our present incentive system **may** be necessary for the long term survival of our facilities.

In order to fully evaluate the effects, the Company and the Union have entered into an agreement to try a department or area in each of the two plants, by using the employee's year-to-date average at the time the project begins.

The Company agrees to meet with the Union Bargaining Committee and study the projects, including setting a mutually agreed to time period with a minimum of thirty work days (to be reviewed after sixty work days). The study will include looking at the effects on productivity, quality, safety and the employees work lives.

At the conclusion of these trial periods, further discussion will be held between the negotiating committees to determine if the project using a non-incentive pay system, should be continued in these areas or if we should extend the project to other areas.

Yours truly,

P.S. Teeple
Industrial Relations Manager
U-Joint Plant

IN WITNESS HEREOF, the parties hereto have caused' their names to be subscribed by their duly **authorized** officers and representatives this **31st** day of **MAY, 1989**:

FOR THE COMPANY:	FOR THE UNION:
P. S. Teeple	J. Gilligan, Chairman
W. H. Baum	T. Lambert, President
J. Beckman	J. Bonacci
D. Egoroff	M. Ross
R. M. Atamanyk	R. Scricca
J. Yates	D. Smith
	W. Wright

FOR THE NATIONAL UNION:
J. Porter-National Union Representative
S. Gill-National Union Representative
V. Parrington-National Skilled Trades Union Representative.