

# MASTER AGREEMENT

between

**ROCKWELL INTERNATIONAL  
SUSPENSION SYSTEM COMPANY**

and

**NATIONAL AUTOMOBILE,  
AEROSPACE, AGRICULTURAL  
IMPLEMENT WORKERS UNION  
OF CANADA  
(C.A.W.)**

FOR

**LOCAL 127, CHATHAM  
LOCAL 1067, MILTON**

**March 15, 1992 - March 14, 1995**

**This Collective Agreement sets forth  
the Agreement between the parties  
in respect of the matters contained  
herein.**

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**Article I - Recognition**

1.01 The Company recognizes the National Union (C.A.W.) as the sole collective bargaining agency for collective bargaining purposes for its hourly-rated employees at its plants at Chatham, and Milton; with the following exceptions:

Foremen; all those above the rank of Foreman; Office Staff; Sales Staff and Plant Protection personnel.

In the event the National Union is certified by the Ontario Labour Relations Board as the collective bargaining agent for a Unit of hourly-rated employees, or if recognition is extended without formal certification, at any new location or locations of the Company in Ontario, doing similar or comparable work (i.e., the manufacture of flat leaf chassis springs, coil springs, torsion bars, sway bars and rail anchors) as that done by employees covered by this Agreement, then such Unit will be automatically covered by this Agreement, and Local Agreements will be negotiated setting out wage rates which will be comparable for comparable jobs in other locations.

**Article 2 - Reservations to Management**

2.01 The Union recognizes, that it is the function of the Company to hire, promote, demote, transfer, discipline, suspend, or discharge any employee for just cause, subject to such regulations and restrictions governing the exercise of these functions as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

2.02 The Union recognizes, that it is the function of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and that the location of plants, the products to be manufactured or dealt with, the schedules of production and distribution, the methods, processes and means of manufacturing, and dealing with such products are solely the responsibility of the Company.

2.03 The Company also has the right to make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations will not be inconsistent with the provisions of this Agreement.

**Article 3 - Work by Foremen and Salaried Personnel**

3.01 Persons excluded under Article 1 - Recognition, will not perform the regular work of an employee covered by this collective agreement.

Such a supervisory employee may perform operations for the purpose of information or instruction as may be necessary in the discharge of supervisory duties, and may also do experimental work, provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

3.02 Notwithstanding the above, where a supervisor does work normally performed by an employee, the employee will observe the supervisor and will be paid at regular earnings level while the supervisor is doing the work.

**Article 4 - Union Security and Check-Off of Union Dues and Initiation Fees**

4.01 It is agreed by the parties that all employees will sign a union membership card and will remain members of the union as a condition of employment subject to Clause 4.06. The Company agrees to give to each new employee a copy of the Collective Agreement.

4.02 It is also agreed by the parties that all present employees of the Company will pay union dues and initiation fees as a condition of employment. All new employees hired will also, as a condition of employment, have deducted from their pay the monthly union dues, or an equivalent sum, and will, at the completion of the probationary period, have deducted from their pay the union initiation fee, which will be checked off by the Company.

4.03 The amounts so deducted will be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or By-laws of the National and Local Union. In case of any conflict, the By-laws or Constitution of the National will govern.

4.04 The Company agrees to forward to the Financial Secretary of the appropriate Local Union by cheque each month, not later than five (5) working days following completion of the first full week of the month from which deductions were

made, the total amount deducted and also a list of the employees from whom the deduction were made and who were not checked off and the reason.

4.05 The Financial Secretary of each Local Union will notify the Company of any change in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.

4.06 It is understood and agreed by the parties that the above procedures contained in clauses 4.01 to 4.05 inclusive do not compel the Company to discharge an employee if the employee is suspended or expelled from the Union under the National Constitutional trial procedures.

4.07 It is understood and agreed that an employee will be discharged should he/she refuse to pay union dues or initiation fee.

**Article 5 - Strikes and Lockouts**

5.01 the Company and the Union agree to abide by the Ontario Labour Relations Act in regards to strikes and lockouts.

**Articles 6 - Union Activities**

6.01 The Company will provide for the exclusive use of the Union, separate bulletin boards in the plants of the Company, to be prepared and located by agreement between local management and local plant committee.

It is agreed that the use by the Union of such bulletin boards will be restricted to the posting thereon only of such notices of the following types:

- (a) Notices of Union recreational, education and social affairs.
- (b) Notices of Union elections, appointments, results of elections and other official union business.
- (c) Committee Reports and notices of Union meetings,
- (d) Letters of communication between the Company and Union dealing with matters under terms of the collective agreement.
- (e) Any other notices as approved by the parties.

(f) The Industrial Relations Department will receive a copy of all notices prior to such posting.

6.02 At each plant the Union will be allocated space for Union Information Racks for the distribution of Union Educational material of a non-political nature.

6.03 The Union, its members and/or its agents will not, on Company time or at Company expense, conduct or attempt to conduct Union activities except as herein expressly provided.

**Article 7 - Union Representation**

7.01 The Union may appoint and the Company will recognize a Master Negotiating Committee consisting of three bargaining unit members from each unit covered by this Agreement and for each unit one national representative or local union president. One member of the Committee will be appointed as Chairman of the Master Negotiating Committee. In addition, national staff representatives may attend master negotiating meetings on matters pertaining to special categories such as S.U.B, Benefits, Skilled Trades, Incentives, etc.

**Article 8 - Meetings and Conferences**

**8.01 Master level Conferences**

Conferences between the Master Negotiating Committee and representatives of the Company will be held at the request of either party. Matters to be discussed at any such conference will be listed in an agenda to be supplied by the party requesting the conference to the other party at least fourteen (14) calendar days prior to the day for which the conference is requested, unless otherwise arranged by the parties. Subjects on the agenda submitted must be in accordance with clauses contained in this Master Agreement.

**8.02 Master Committee Meetings**

It is agreed that not more than six meetings between the Company and Master Committee will be held in each year of the Collective Agreement, unless otherwise mutually agreed upon by the parties.



#### 8.03 Local Committee Meetings

(a) Under this Agreement, regular meetings between the Local Plant Committee and the Local Management of the Company will be held not more frequently than weekly, provided the Union or the Company submits an agenda for such meetings, giving at least twenty-four hours notice.

(b) Should any emergency arise, the Local Plant Committee or Local Management may call a meeting at any time provided it is able to give the Union or Company a notice of the said meeting at least two hours before the time of the said meeting, advising the other party of the subject matter to be discussed.

However, this clause will not be used to negate or circumvent the normal grievance procedure.

8.04 The Company agrees to answer in writing any questions contained in the subject matters on the agenda of such a meeting as referred to in Clauses 8.02 and 8.03 within a reasonable period not to exceed 5 working days Local, 30 calendar days Master.

8.05 The National Representative may be present at any meetings (Master or Local).

8.06 For all meetings as provided for under Clauses 8.01, 8.02, and 8.03, and for Local and Master Negotiating Meetings held during working hours or any other hours, payment will be made to employees by the Company at the employees regular hourly rate, or average rate at overtime rates when applicable.

#### **Article 9 - Functions and Payments for Committeeperson**

9.01 It is understood and agreed that the Plant Chairperson and Committeepersons, as well as other employees, have regular duties to perform in connection with their employment. The Chairperson or Committeeperson will, however, with the approval of the supervisor of the department in which he/she is employed be permitted during regular working hours, without loss of time or pay, to leave regular duties for a reasonable period of time to investigate grievances or complaints.

The approval of the supervisor will be granted.

9.02 Whenever, in the opinion of the superintendent, more than a reasonable period of time is taken by a Committeeperson to accomplish such grievance or complaint investigation, the superintendent may decline payment for excessive time spent on grievances after discussion with Committeeperson and Plant Chairperson or President.

9.03 The rate of pay, for members of the Committee in conference with Management will be their regular rate, average rate, whichever is applicable.

9.04 It is understood that when the employment level of any plant exceeds 350 employees, the plant chairperson's representation duties at that plant will be full time during regular work shift.

**Article 10 - Grievance Procedure**

10.01 An employee with the assistance of his/her committeeperson, having a grievance will discuss the matter with his/her supervisor, and the supervisor will give an answer to the employee. In disputes regarding standards, the Industrial Engineering Department will further investigate and advise both parties if the supervisor cannot resolve the dispute. Should the matter be unresolved following such discussion, it will be dealt with as speedily and effectively as possible in accordance with the following procedure:

(a) Step 1

The employee will state the grievance in writing on employee grievance forms to be supplied by the Company, and must normally sign the grievance, provided that it will be optional for the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than seven (7) working days prior to its presentation. In the case of disputed standards, the time will be extended from seven (7) to ten (10) working days from the date the product is first run after issuing of the standard.

Any employee having a grievance dealing with a matter covered by this Agreement will, with assistance and signature of his/she committeeperson, submit the matter in writing to his/her superintendent or general supervisor,

who will return written disposition of the grievance to the committee person not later than two (2) working days after receiving it. In disputes regarding standards, the Company will answer the grievance no later than five (5) working days following receipt of the grievance; and during this time, both the Union time study representative and the Company will have an opportunity to fully examine and study the disputed standards.

(b) Step No. 2

If the decision of the superintendent or general supervisor is not satisfactory to the employee concerned the grievance will be placed upon the agenda for consideration at the next regular conference between the Company and the Plant Committee. The Company (or in the case of a Company grievance, the Union), will give its written decision on the grievance within five (5) working days following such conference, and the matter may be referred thereafter to arbitration by the aggrieved party notifying the other party in writing of their desire to proceed to arbitration no later than forty-five (45) days following receipt of the answer given following the meeting between the Company and the Plant Committee.

10.02 Policy Grievance

The Chairperson or a committee person of the Plant Committee or the Company may file a policy grievance. A policy grievance is one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance.

A grievance under this section will be lodged beginning at Step No. 2 no later than seven (7) working days following the date on which the alleged circumstances giving rise to the grievance originated or occurred; and may be referred thereafter to arbitration by the aggrieved party notifying the other party in writing of their desire to proceed to arbitration no later than forty-five (45) days following receipt of the answer given following the meeting between the Company and the Plant Committee.

10.03 Discharge or Suspension Grievance

The following special procedure will be applicable to a grievance alleging improper discharge or suspension of an employee.

- (a) The grievance may be lodged in writing beginning at Step No. 2 within five (5) regular working days of the discharge or suspension. If the decision is not satisfactory the grievance may be presented to arbitration as herein provided.
- (b) Prior to the discharge or suspension of any employee, Management will notify the committeeperson having jurisdiction, or the Plant Chairperson, of the Company's intention.
- (c) Any employee being discharged or suspended will have the right to discuss his/her discharge or suspension with his/her committeeperson and/or Plant Chairperson prior to leaving the plant.

#### 10.04 Arbitration

The Union and the Company may agree upon an Arbitrator to hear any matter in dispute, under the foregoing sections, and for this purpose will exchange nominees. Failing agreement between the parties within five (5) days as to the Arbitrator to be appointed, the matter will be referred to the Minister of Labour of Ontario for the appointment of an Arbitrator.

The parties recognize those rights to expedited arbitration that exist under the Ontario Labour Relations Act.

The parties will advise each other prior to filing for expedited arbitration, prior notification requirements are not meant to delay the process, but rather to ensure the availability of the parties to address the requirements.

An Arbitrator will not have power to alter any employee's seniority standing except to confirm a severing of seniority as provided for under Clause 13.01.

Where arbitration of disputes dealing with work quotas or time standards are concerned the Arbitrator must be qualified by training to deal with such matters.

The parties to the grievance will be bound by the decision of the Arbitrator.

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

The Union and the Company will each be responsible for one-half of the expenses of and the fee payable to the Arbitrator.

**Article 11 - Administration of Discipline**

11.01 When an employee is called to an interview by a member of the staff of the Personnel Department or other Company representative for the purpose of investigating alleged misconduct which may result in suspension or discharge of an employee, the Plant Chairperson and/or a committee-person will be present.

11.02 No discipline, including termination, suspension, or warning, will be enacted after three (3) working days following the discovery of the incident. This three (3) day period may be extended by mutual agreement, but in no event may it exceed fifteen (15) calendar days.

11.03 No such derogatory notation placed against the record of any employee will be used for the purpose of taking further disciplinary action against him/her after a period of twelve (12) months has elapsed following the issuance of such notice. This expiry date will be entered on the disciplinary form. The twelve (12) month lapse rule on disciplinary action may be extended by mutual agreement of the Company and Union Local Bargaining Committees in conjunction with the EAP Committee.

**Article 12 - Seniority**

12.01 Fundamentally the purpose of this Agreement in respect to seniority is designed to give the employee an equitable measure of security based on the length of service with the Company.

12.02 An employee will acquire seniority when he/she has worked thirty (30) days in a period of twelve consecutive months, after which time his/her name will be placed on the

seniority lists as of the original date of employment or re-employment. (Re-employment meaning former employees who sever, per Article 13.) This probationary period will be extended, when mutually agreed to by Management and Union, in the event of illness or injury.

12.03 Employees will be regarded as probationary employees until they have acquired seniority as above provided. Probationary employees with twenty days of work or less in the service of the Company are not entitled to lodge a grievance in respect to their separation from employment.

12.04 The Company will prepare the seniority lists every six (6) months (November and May), and will post them in a suitable location in the plant. Each plant committeeperson will receive a copy of the list at the time of posting.

The Company will revise such list should errors or omissions be brought to its attention by employees or the Union, and accordingly the lists, together with any revision will be considered to be final and accurate for all purposes fourteen (14) working days (to include Statutory Holidays) following the posting of the list. If any particular seniority date cannot be settled within the fourteen days, it will not be considered to be final until resolved by the parties. Notwithstanding the above, if any errors are subsequently brought to the attention of the Company, the parties will work to resolve those errors. The Company will not be held liable for action taken on the basis of the seniority list prior to the error having been brought to the Company's attention. In case of dispute or challenge the Union will have the right to see the personnel record setting out the employee's date of hire.

12.05 A Master Seniority List showing the current seniority status of each employee will be available in the office of the Company, where it may be inspected at all reasonable times by the Plant Committee. Where dates of employment are the same, seniority will be established on the basis of employee's position on the Master Seniority List.

**Article 13 - Loss of Seniority**

13.01 Seniority rights will cease for any one of the following reasons:

- (a) If the employee voluntarily quits the company. It is agreed that when an employee quits, a copy of the quit slip will be given to the Union.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If any employee is absent from work for more than five (5) consecutive regular working days and fails to inform the Company or fails to make arrangements to secure leave of absence, unless he/she has a satisfactory reason. Exceptional cases may be given consideration.
- (d) If an employee is laid off for a period of forty-eight (48) consecutive calendar months.
- (e) If an employee who has been laid off because of no work, fails to report within a period of ten calendar days when recalled by registered mail to his/her last known address on record with the Company. A copy of the letter will be given to the Union, prior to mailing. This ten day period will be waived, providing a reasonable and satisfactory explanation is given for not reporting, but in every case the employee must report within twenty-one calendar days. It will be the employee's responsibility to file with the Company a form (supplied by the Company at the time of layoff) setting out the address and telephone number at which he/she can be contacted for recall.
- (f) If the employee overstays a leave of absence without securing extension of such leave of absence from the Company in writing (Telegram acceptable).

**Article 14 - Exceptions to Seniority Provisions**

14.01 In the event of an employee suffering a major disability or serious illness, exception may be made to the seniority provision of this Agreement in favour of such employee if agreed on between Management and Plant Committee. Such exception may include the displacement of a less senior employee where necessary.

**Article 15 - Transfers From the Bargaining Unit**

15.01 Any employee who is or was a member of the bargaining unit, and who is or was transferred to a position not

subject to the provisions of this Agreement will, for purposes of determining seniority status upon date of return to the bargaining unit, be governed by the following:

- (a) Employees with more than three years seniority as of March 15, 1968, and who were not members of the bargaining unit as of such date, continued to accumulate seniority for a period of one year from March 15, 1968. The total amount of seniority accumulated to the end of such year was placed to the person's credit provided the person returned to the bargaining unit during such year. If the person did not return by the expiration of the one year period, seniority will be as accumulated to March 15, 1968.
- (b) Employees with less than three years of seniority as of the date of signing of this collective agreement, and who are not members of the bargaining unit as of such date, will have their present seniority recorded and placed to their credit as of the date of signing of this Agreement, but will not accumulate any seniority.
- (c) Employees who are members of the bargaining unit as of the date of signing of the collective agreement, and who are subsequently transferred to a position not subject to the terms of this Agreement, will continue to accumulate seniority during the first six months of transfer for purposes of providing continuity of accumulation in case of return to the bargaining unit during the first six months. However, should the person not return to the bargaining unit by the end of the six month period, seniority will be determined as of the date of transfer from the bargaining unit to the excluded position.
- (d) An employee eligible for membership in the bargaining unit who is transferred to a position in another Division of the Company not subject to the provisions of this Agreement and is later returned to a position within the bargaining unit, will return to his/her original bargaining unit and be credited with the seniority he/she held at the time of leaving the bargaining unit.

However, where an employee after March 16, 1971, transfers to a position in a plant or location other than those plants or locations covered by this collective



agreement, he/she will lose all seniority rights as of the date of transfer.

- (e) If a new employee is hired for a supervisory position, and then transferred to a job within the bargaining unit, he/she will start as a new employee without seniority and will take the available job in the plant.
- (f) Effective with this contract (1989), members who transfer out of the bargaining unit to supervisory positions, will retain only the seniority accumulated while in the bargaining unit.

Seniority rights will cease for such employees who remain out of the bargaining unit for 48 months.

- (g) Any bargaining unit member who has transferred out of the bargaining unit to a supervisory position cannot at point of entry back into the bargaining unit displace a seniority bargaining unit member. This condition may be modified by mutual consent of the parties.

#### **15.02 Seniority of Present Employees Excluded From Bargaining Unit**

The Company will issue a letter to the Union at each plant setting out a list of employees not now in the bargaining unit, but who hold seniority standing in the unit. The letter will set out the employee's seniority as of the date of signing of the Agreement.

#### **Article 16 - Abolition of Jobs**

16.01 If a job is abolished then the employee, who at the date of abolition is regularly employed in such job, may exercise seniority within the appropriate bargaining unit where he/she is employed as defined in Article 1 for the purpose of obtaining another job therein.

#### **Article 17 - Employees' Right to Transfer**

17.01 In the event of a transfer of operation or work from one Bargaining Unit to another, the employees immediately affected will be given the right to transfer with such operation or work and will maintain all rights and benefits established by this Agreement. It will be understood that the employees affected will be first the employee whose job is affected. If the employee whose job is being transferred does decide not to go with job,

then he/she may exercise his/her bargaining unit seniority and it will be the junior employee in the Bargaining Unit who will have the right to be transferred to the other Bargaining Unit provided he/she has the seniority to maintain himself/herself in the Bargaining Unit to which he/she is transferred.

17.02 An employee working in any Division of the Company and covered by the Master Agreement who is employed out of seniority will have no transfer rights under this Article.

When the transfer of operations or work is of a temporary nature or in the event such is necessitated because of one of the Divisions is closed for vacation, the provisions of this Article will not apply. "Temporary" is hereby defined as thirty (30) working days and can be extended by mutual agreement.

Employees having transfer privileges will only exercise their right if the permanent transfer of operation or work requires additional employees (i.e. otherwise the recall of laid off personnel or the hiring of new employees) at the Division to which the operations or work are transferred.

17.03 Notwithstanding Article 8 of This Agreement

Step 1 All transfers, (including transfers resulting from plant closures), under this Article 17 will be discussed by Top Management and the Master Negotiating Committee in the First instance, when all details of the proposed transfers will be made available to the Master Committee.

Step 2 All such transfers will be discussed by the Local Management and Local Negotiating Committees of the plants involved.

Step 3 Immediately following the above, meetings will be held between the Local Management and the Local Committees of the Plants involved, to discuss the details and methods of the transfers to be made, such as, names of employees affected, seniority, eligibility, operations, work and dates.

Step 4 When the names of the employees affected by the transfer are known to the Company they will be notified within seven calendar days by registered mail.

Step 5 Eligible employees to be transferred will, within fifteen (15) calendar days after notice in writing from the Company, inform the Company in writing on forms (Triplicate) to be supplied by the Company of their intentions regarding the transfer.

Step 6 When the actual date of the transfer is known, the employees to be transferred will be given fifteen (15) calendar days notice in writing of the date he/she is expected to start work at the plant he/she is to be transferred to, at which time the employee will have three (3) working days in which to make his/her final decision as to whether he/she will accept the transfer or not.

Step 7 When final decisions are received by Management of a Plant, that employees have decided to accept the transfer, it will be the responsibility of the Management of the Plant that the employees are leaving to notify the Management of the Plant that the employees are going to that they will be reporting on a specific date in order that work will be available when the employee reports.

Step 8 An eligible employee who is to be transferred will not be transferred until such time as the work or operation starts at the Plant to which it has been transferred.

17.04 In the event that an operation is transferred to another of the Company's plants covered by this Agreement where appropriate job description and classification already exists, the employee who accepts the transfer will accept the rate of pay that prevails in the plant to which the operation has been transferred.

17.05 Where matters are involved in a Plant Closure Transfer situation which are not covered by the provisions of the Collective Agreement, the parties agree to negotiate a "transfer agreement" to cover such matters.

**Article 18 - Preferential Hiring**

18.01 Prior to hiring outside, the Company will offer employment in any bargaining unit covered by this Agreement to those employees including skilled trades or production groups who have been laid off from another bargaining unit covered by this Agreement, in accordance with the following:

- (a) There must be an available job which the Company anticipates will last at least thirty (30) days.
- (b) The employee must be qualified to perform the available job.
- (c) At the time of each layoff, except for temporary layoffs as defined in the Local Agreements, laid off employees will be solicited by the Company as to their willingness to accept employment in another bargaining unit covered by this agreement, and a list of such employees will be prepared.
- (d) Employees on this list will be offered available jobs as they occur, and must accept such available job offers within twenty-four (24) hours of receiving the offer.
- (e) Listed employees who refuse a job offer will have their names removed from the list.
- (f) Employees laid off who either refused an offer or declined to be put on the list, will be added to the list at their request, when made in writing. Additions to the list will be put in order received.

18.02

- (a) Any employee who accepts such his/her opportunity will have seniority status as of the date of entry into the new plant, but will carry on previously accumulated seniority for all fringe benefit purposes.
- (b) If the employee is recalled to his/her original plant and he/she refuses or fails to return, he/she will maintain seniority accumulated from date of entry into the new plant, but will forfeit all seniority at the previous location.
- (c) Should the employee not be recalled, he/she will accumulate seniority from date of entry into the new plant.
- (d) Temporary Relocation Allowance
  - (1) Employees who transfer between Master plants and have not been declared a permanent transfer are eligible for a Temporary Relocation Allowance.

- (2) Cumulative amount of Temporary Allowance cannot exceed employee amount as specified in relocation schedule.
- (3) Monies are paid on a quarterly basis at the end of each quarter, based on 1/8 eligible amount. Quarters are prorated on weeks worked.
- (4) Employees can declare a permanent transfer while **receiving Temporary Allowance** and receive the difference between the amount paid and the amount eligible.
- (5) Employees laid off who subsequently take a permanent transfer will be eligible for full Relocation Allowance under Article 19.

**Article 19 - Relocation Allowance**

19.01 An employee whose seniority is transferred between the plants of the Company pursuant to this Article will be paid a relocation allowance provided:

- (i) The plant to which the employee is to be relocated is at least eighty (80) kilometers from the plant from which seniority was transferred, and,
- (ii) As a result of such relocation he/she changes permanent residence, and,
- (iii) He/she makes application within twelve (12) months after commencement of employment at the plant to which he/she was relocated in accordance with the procedure established by the Company.
- (iv) Employee must provide the Company with receipts to qualify for relocation allowance reimbursements.

19.02 The amount of the relocation allowance will be determined as follows:

Kilometers Between Plant Locations	Maximum Employee Allowance
80 - 159	\$ 1765
160 - 479	\$ 1945
480 - 799	\$ 2040
800 - 1599	\$ 2410
1600 or more	\$ 2770

19.03 In the event an employee who is eligible to receive a relocation allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future federal or provincial legislation, the amount of relocation allowance provided under this Article when added to the amount of relocation allowance provided by such legislation will not exceed the maximum amount of the relocation allowance the employee is eligible to receive under the provisions of this paragraph.

19.04 Only one relocation allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to this Article.

19.05 Where plants or operations are being closed or relocated, and the Canada Manpower Relocation programme applies, the Company and the Union agree to cooperate in implementing all available aid through the programme, and the limitations of Article 19.03 will not apply in such case.

**Article 20 - Hours of Work and Overtime**

20.01 The regular scheduled work week for each employee consists of five eight-hour days, Monday through Friday, inclusive. However, this is not to be construed as a guarantee of full employment. In the case of shift schedules starting on Sunday night, the beginning of the shift will be construed as being a scheduled Monday shift for all intents and purposes.

20.02 The Company grants all employees two (2) ten-minute rest periods, during each scheduled eight-hour shift. The Company also grants to employees a five-minute wash-up period prior to the end of each half shift. In the case of continuous operations, the rest periods may be staggered.

20.03 The Company grants to employees a ten-minute rest period following the completion of the regular shift prior to the

commencement of an overtime period, provided the employee is scheduled to work one hour or more and provided the employee receives one wash-up period of five minutes only taken at the completion of the overtime.

20.03 (a) In reference to the additional rest period in 20.03, it may be taken either before or after the regular shift.

20.04 Employees who work a straight eight (8) hour shift or on a scheduled three-shift operation, will have an allowance of thirty (30) minutes for lunch and will have their lunch period paid for by the Company, unless otherwise mutually agreed to between the Union and the Company.

20.05 An employee will receive payment at the rate of time and one-half for all time worked outside scheduled hours as outlined in Local Agreements, and for all time worked on Saturday, and double time for all time worked on a Sunday. But notwithstanding anything contained in the Local Agreements, overtime payments will be made for any work performed outside an employee's eight hour shift as previously arranged.

20.06 An employee who for the convenience of the Company is required to perform work on a shift other than his/her regular scheduled shift as previously arranged will receive payment at the rate of time and one-half for time worked over eight (8) hours in any continuous period of twenty-four (24) hours. This clause applies only to the normal five day work week.

20.07 Where the Company has given at least forty-eight (48) hours notice of overtime to employees (and such notice will also be given to the committeeperson or alternate concerned) no employee may refuse to accept the overtime assignment except for compelling and legitimate personal reasons (which will be tendered to the Company at the time of advice of the assignment) or the employee would have completed 48 hours of work during that week. An overtime assignment posted on the bulletin board will not be construed as acceptance of the assignment by the employee.

Where forty-eight (48) hours' notice is not given the overtime will be on a voluntary basis but he/she will nevertheless be charged with time worked as though he/she had worked the overtime.

20.08 Any employee who works more than eight hours in a continuous period will be paid at least time and one-half for all hours worked in such period in excess of eight hours.

20.09 There will be no pyramiding or compounding in the calculation of premium payments for overtime worked.

20.10 Except in emergencies, the Company will not schedule any employees to work in excess of twelve consecutive hours.

20.11

(a) Overtime will be equitably distributed among those employees normally performing similar work in the same classification. In the administration of this clause the employee(s) who has the least overtime work will normally be allocated to the available overtime work, and in any case the Company will distribute overtime in any classification within a differential of sixteen hours of overtime work, unless prevented from so doing by matters outside the Company's Control. The intent of this clause is to balance the overtime within sixteen hours whenever possible on a regular and recurring basis rather than balancing annually or every three years.

(b) If the overtime to be worked is in excess of the amount which can be handled by the employees who are entitled to work, then additional employees with the least amount of overtime will be added from the same department,

(c) The Local Agreements will contain specific procedures for the allocation of overtime which will be subject to 20.11 (a) and (b) above.

**Article 21 - Reporting for Work and Normal Report-In**

21.01 An employee reporting for work on instructions of the Company, but for whom no work at his/her regular job is available, will be offered work in another classification at the prevailing rate for such classification, or will be paid for four (4) hours' time at the hourly rate he/she would have received, or four times average earnings as, if he/she had actually worked. This provision will not apply when such lack of work is due to a



labour dispute within the Company's plants, fire, flood, or other cause beyond the control of the Company, or if the employee has failed to keep the Company informed of his/her current address and phone number where he/she might be contacted.

**21.02 Emergency Call-In**

Notwithstanding Article 20.05, when an employee has completed work on his/her regular shift, and left the plant, and is requested by the Company to return to work before his/her next regular shift to do emergency work such employee will be allowed to go home after any emergency work for which he/she was called, or which occurred after arrival, is finished and will be paid at the applicable overtime rate for hours worked, or three hours at the applicable overtime rate.

**Article 22 • Safety and Health**

**22.01** The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices and give proper attention to the elimination of conditions of employment which are a hazard to the health or safety of the employees. The Union agrees to assist the Company in enforcing all safety and health regulations.

Both parties agree to recognize and make use of such specialized help as may be available through Corporate staff personnel, Union professional health and safety staff members, and Occupational Health and Safety Centre.

**22.02** The Company will continue to supply such protective equipment and protective clothing as is required for the employee on his/her job.

**22.03** No employee will be required to operate or use any machine, tool or die, that is not in safe working order and he/she will not be penalized if he/she refuses to operate such unsafe equipment.

**22.04** There will be a Union-Company Safety Committee at Milton, and Chatham. Each committee will be set up as follows:

The Company will appoint three (3) representatives and the Union will appoint three (3) representatives. Both parties in making their appointments will be motivated by the need for selecting people who will be best capable of promoting safety throughout the Plant. This committee will act in an advisory capacity. At least once per month, members of the safety committee will tour plant premises and compile a report of unsafe conditions which will be distributed to the Company and the Union. The committee will also review the previous month's or lost-time accidents and make any recommendations to the Company which in its opinion are required to correct unsafe conditions or eliminate hazards. The Company agrees to pay for all lost time in reference to the above duties. The number of representatives may be increased at either facility based on local requirements.

22.05 The Company will provide adequate safety glasses to all employees (prescription glasses if required) at no cost to the employee.

22.06 All employees must wear foot protection either in the form of safety shoes or, protective toe caps. In consideration of the above, the Company will subsidize the purchase of safety shoes per contract year per employee to a maximum of \$75.00 and \$80.00, March 15, 1994. The employee must purchase the shoes to qualify for the subsidy.

22.07 Proper lunch rooms, clean, well ventilated, and heated, will be provided, and space throughout the plant will also be provided for hanging employee's street clothes.

22.08 The Company will provide adequate parking facilities that are properly maintained within the limitations of its available land.

22.09 The Company and the Union acknowledge and agree to comply with the provisions of the Occupational Health and Safety Act, 1978, and any amendments thereto. The Union - Company Safety Committee will make every effort to remedy unsafe conditions to the satisfaction of any employee involved.

**Article 23 - Injury on the Job**

23.01 If an employee is injured on the job he/she will be paid for the balance of the shift on which he/she has been sent home or to an outside hospital or outside doctor by a medical officer of the Company because of such injury, irrespective of when the injury occurred, provided the employee cannot return to work. The injured employee will only receive one (1) payment for each injury.

Where an employee is placed on another job for the balance of the shift because of such injury, he/she will be paid his/her average or in the case of non-incentive workers his/her regular hourly rate, for time worked on the other job for the balance of the shift.

23.02 The rate of pay will be the regular hourly rate or average rate of the employee.

23.03 If needed, the Company will supply transportation to the doctor, home or hospital on the first day of injury, and after treatment transportation to the plant and/or home.

**Article 24 - Leave of Absence**

24.01 Upon application to the Plant Management, leave of absence may be granted to an employee on the seniority list, without affecting seniority, for personal reasons. Such personal reasons will not include self-employment or other employment. Such leaves of absence may be granted retroactive to the first day of absence if necessary.

24.02 Leave of absence will be granted to an employee on the seniority list without affecting seniority, for reasons of sickness or accident. It is agreed that in the case of leave due to sickness or accident the Company will have the right to have the employee produce medical evidence in support of such leave. When such leave of absence is approved, it will be granted retroactive to the first day of absence.

24.03 Employees elected or appointed to positions in the Union may leave the plant on Union business and the employee will notify the Plant Management as far in advance as is possible.

24.04 Employees selected by the Union to attend Union conferences or conventions or delegations will be granted leave

of absence provided the Union or Chairperson of the Unit gives at least twenty-four hours notice to the Management prior to such leave.

24.05

- (a) An employee elected or appointed to a full-time position with the Union will, upon application and with at least thirty (30) days' notice, be granted indefinite leave of absence. The employee's seniority will continue to accumulate during such leave.

During such indefinite leave, the Company will be under no obligation for payments on behalf of such employee for Life Insurance, Weekly Indemnity, O.H.I.P., or other fringe benefits. However, pension credits will continue to accumulate in accordance with the provisions of the Pension Plan.

- (b) Employees who have acquired seniority of one (1) or more years who desire to further their education may make application for that purpose. One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves of absence may be granted, by mutual agreement between the Company and the Union. Approval of such leaves of absence will be conditional upon the following:

- (1) Sufficient prior notice is given to the Company in writing.
- (2) The Company is provided with evidence of acceptance into a formal education program.
- (3) The employee will be entitled to exercise his/her previous classification. If, however, he/she does not have sufficient seniority to his/her return to his/her classification, he/she will his/her exercise group and plant-wide seniority accordingly.
- (4) The Company reserves the right to limit the number of such leaves.
- (5) Company paid benefits will cease for this period. The employee may elect to continue fringe benefits at his/her own expense.

#### 24.06 Paid Education Leave

The Company agrees to pay into a special fund ten dollars (\$10.00) for each employee actively employed as of the last Friday of each June, September, December, and March during the period beginning March 15, 1992 through March 14, 1995 for the purpose of providing paid education leave for members of the Bargaining Unit, selected by the Union, to attend courses to upgrade skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis commencing in January, 1981 into a trust fund established by the National Union, C.A.W., and sent by the Company to C.A.W. Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario N0H 2C0. It was further agreed that selectees will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees will continue to accrue seniority and benefits while on leave.

#### Article 25 - Bereavement Leave

25.01 The Company agrees to compensate employees for three (3) consecutive working days absence within a seven-day period ending with and including the second day following the date of the funeral at their regular, non-premium rate of pay in the case of death of a mother (or step-mother), father (or step-father), husband, wife, child (or step-child) brother or sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, grandmother or grandfather, grandchildren, grandparents, daughter-in-law and son-in-law of the employee's spouse. It is understood that the employee would have been otherwise scheduled to work on the day(s) in question and that he/she attends the funeral. The requirement to attend the funeral will be deemed to be met if the employee attends a specific memorial service whether or not the employee cannot attend the funeral, he/she will, on request, be granted one day compassionate leave. Employees will be eligible for bereavement leave and pay during periods of vacation provided all other requirements of this paragraph are met. This leave will be taken immediately following such vacation period.

#### Article 26 - Jury and Witness Duty

26.01 An employee who has been summoned or subpoenaed and reports for jury duty; including coroner's jury, or has been

summoned or subpoenaed and reports as a witness will be paid the difference, if any between the amount paid by the Crown and regular earnings. In the application of this clause, an employee working the midnight shift which immediately precedes the day on which service is required will be permitted to leave four hours early. An employee working a day shift or an afternoon shift will be expected to report for work no later than four hours following dismissal by the court, and accordingly only the difference between the Crown Pay and the earnings of the hours permitted to be absent will be paid.

**Article 27 - Moonlighting**

27.01 The employment of any employee may be terminated immediately upon it being established that such employee is or has been engaged in other gainful employment while working for the Company. Exception to the rule may be agreed upon by the parties but generally speaking no employee will be permitted to work both for the Company and another employer.

**Article 28 - National Service**

28.01 In the event of any national mobilization programme enacted by the Federal Government pursuant to the War Measures Act, the Company will recognize for employees ordered into such national service, such services as service with the Company for pensions and seniority purposes. Such commitment on the part of the Company will cease with the termination of such service or of the emergency period, whichever occurs first, and in no event will there be any duplication of benefits provided by the Federal Government.

It is agreed that an employee will have thirty (30) days (or any longer period of time permitted by the legislation) from date of discharge in which to report back to work.

**Article 29 - Credit Union**

29.01 Where a credit union mutually agreed to by the parties is established in a locality in which a plant is located, the Company will, when authorized by an employee, make payroll deductions to the Credit Union. However, it is understood and agreed between the parties that all such deductions will be made in accordance with the following provisions:

- (a) The deductions will be made only for the purpose of Credit Union Savings and will be a minimum of One Dollar

(\$1.00) and multiples thereof.

- (b) The employee will authorize the Company to make such deductions on forms to be supplied by the Credit Union.
- (c) Changes in the amount of deductions authorized by the employee will only be made quarterly beginning with the effective date of the Agreement, and the employee will notify the Company one pay period prior to the pay period commencing each quarter, **and will sign a new authorization form** stating the amount to be deducted.
- (d) The Company will forward to the Credit Union by cheque once each week the amounts checked off from each employee, which have been authorized, together with a list of those employees from which such deductions were made, including the clock number of each employee. Such deductions will be forwarded no later than five working days following the week in which deductions were made.

**Article 30 - Pension Board of Administration**

30.01 The Company agrees to pay for the time lost from work of any employee who is appointed to the Pension Board of Administration, while said employee is attending authorized Pension Board Meetings.

**Article 31 - Weekly Pay**

31.01 The Company will pay all employees weekly and their cheques will be in sealed envelopes. Where possible all cheques will be issued on Thursday.

**Article! 32 - Work Measurement**

32.01 The Union recognizes that the establishment of production standards and the methods and means of establishing such standards are the function of Management subject to the terms and conditions of the Collective Agreement.

32.02 If the parties agree, measured day work programmes may be introduced at the Chatham Plant, and/or Milton Plant during the lifetime of this Agreement.

**Article 33 - New Classifications**

**33.01**

- (a) When the Company establishes a new job classification, the Union will be notified prior to the new classification being implemented.
- (b) Where the Company substantially changes the duties in a classification, the parties will discuss the changes and attempt to arrive at a mutual agreement prior to implementation.

33.02 In order to provide for appeal/grievance against a new classification or changes to an existing classification, the following procedure will be used:

- (a) The Union will lodge the appeal/grievance in writing to the Personnel Manager or nominee no later than thirty (30) days of operations following notification from the Company.
- (b) The appeal/grievance will outline the reason or reasons for disputing the description and the classification grouping.
- (c) Failing a satisfactory disposition of the appeal/grievance, either party may refer the matter to arbitration, as provided under Article 10 beginning at Step 2.

**Article 34 - Skilled Trades**

34.01 Skilled Trades for the purpose of this Agreement will be as listed in the Local Agreements.

34.02 The Skilled Trades as listed in the Local Agreement will mean any person

"A" Who is recognized on a Skilled Trade classification as of the date of signing of this Agreement.

CR

"B" Who has served a bona-fide apprenticeship of four (4) years or 8,000 hours and holds a government certificate which substantiates claim of such service.

OR

"C" Who has obtained C.A.W. Journeyman's Card.

CR



"D" Who has acquired eight (8) years acceptable experience and can prove same.

The Skilled Trades Representative and the Plant Chairperson will be shown proof of qualifications of all hires into the Skilled Trades classifications.

34.03 The Company will upon written authorization by the employee, deduct from the earnings of all skilled trades employees, the sum of one-half hour wages, including COLA, excluding shift premium, in the month of February, and such deduction to be forwarded to the Financial Secretary of the Local Union. New employees will have fees deducted from the first pay following receipt of written authorization.

#### **Article 35 - Wages**

##### **35.01 General Wage Increases**

Each employee covered by this Agreement will receive the following general wage increases in rate effective upon the dates shown:

March 15, 1992 - \$.10 per hour

March 15, 1993 - \$.10 per hour

March 15, 1994 - \$.20 per hour

These increases will be applied to the base rates and day rates as specified in Schedule "A" of each Local Agreement.

##### **35.02 Set Up**

The parties agree that set up person will receive at least 15¢ per hour above the top regularly classified rate in the group under his/her jurisdiction.

35.03 The job classification, wage rates and provisions relating thereto will be attached to and form part of each Local Agreement and will be set out as a schedule.

35.04 It is the intention of the parties that jobs of like title and duties will carry the same rate of pay regardless of their plant location unless otherwise agreed to by the parties.

##### **35.05 Starting Rates - New Hires**

Effective January 1, 1987, the starting rate of each classification will be 85% of the maximum rate of the

classification. Upon completion of 6 calendar months of active employment such employees will be paid 90% of the maximum rate of the classification. Upon completion of 12 calendar months of active employment such employees will be paid 95% of the maximum rate of the classification. Upon completion of 18 calendar months of active employment such employees will be paid the maximum rate for the classification to which they are assigned. Any active work during the month counts as a completed month of employment. This paragraph does not apply to Skilled Trades classifications.

**Article 36 - Cost of Living Allowance**

36.01 Each employee covered by this Agreement will receive a Cost-of-Living Allowance in accordance with the provisions of Article 36.05.

36.02 The Cost-of-Living Allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (1971 = 100), hereinafter referred to as the Consumer Price Index.

36.03 The amount of Cost-of-Living Allowance in effect at the time will be included in computing overtime premium, shift premium, vacation payments, holiday payments, and any other compensated hours.

36.04 Effective March 15, 1992 (amounts to be determined) with respect to hourly rated jobs, one dollar twenty four cents (\$1.24) of one dollar twenty eight cents (\$1.28) will be added to the regular hourly rate for each classification. The new Cost-of-Living Allowance in effect as of March 15, 1992 will be four cents (\$.04).

Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance will be made at the following times:

**Effective Date of Adjustments**

First pay period in July 1992, on or after publishing of the June, 1992, Consumer Price Index, and at three calendar month intervals thereafter to the first pay period in January, 1995, on or after the publishing of the December, 1994, Consumer Price Index.

36.05 Effective July, 1992 and ending with the first pay period in January, 1995. In each year of the Agreement, adjustments will be made in July, October, January, and April based on the preceding June, September, December and March indices respectively with adjustments made on the basis of 1 cent for each .3 change in the 1971 Consumer Price Index.

Beginning July, 1992, the amount of allowance due in each of the eleven three-month periods will be reduced by three cents (\$.03) or by the amount of the increase, whichever is less. However, there will be no reduction in any three-month period in which the cost of living is equal to or lower than the cost of living allowance in the preceding three-month period. The total sum reduced during the eleven (11) periods will be permanently subtracted from the cost of living allowance.

In no event will a decline in the Consumer Price Index below the March, 1992 level provide the basis for a reduction in the wage scale by job classification.

COST OF LIVING ALLOWANCE  
(Cents Per Hour)

Consumer Price Index (Based on 1971 Index)	\$Per Hour	Consumer Price Index	\$Per Hour
\$399.7	0.04	412.0	0.45
400.0	0.05	412.3	0.46
400.3	0.06	412.6	0.47
400.6	0.07	412.9	0.48
400.9	0.08	413.2	0.49
401.2	0.09	413.5	0.50
401.5	0.10	413.8	0.51
401.8	0.11	414.1	0.52
402.1	0.12	414.4	0.53
402.4	0.13	414.7	0.54
402.7	0.14	415.0	0.55
403.0	0.15	415.3	0.56
403.3	0.16	415.6	0.57
403.6	0.17	415.9	0.58
403.9	0.18	416.2	0.59
404.2	0.19	416.5	0.60
404.5	0.20	416.8	0.61
404.8	0.21	417.1	0.62
405.1	0.22	417.4	0.63
405.4	0.23	417.7	0.64
405.7	0.24	418.0	0.65
406.0	0.25	418.3	0.66
406.3	0.26	418.6	0.67
406.6	0.27	418.9	0.68
406.9	0.28	419.2	0.69
407.2	0.29	419.5	0.70
407.5	0.30	419.8	0.71
407.8	0.31	420.1	0.72
408.1	0.32	420.4	0.73
408.4	0.33	420.7	0.74
408.7	0.34	421.0	0.75
409.0	0.35	421.3	0.76
409.3	0.36	421.6	0.77
409.6	0.37	421.9	0.78
409.9	0.38	422.2	0.79
410.2	0.39	422.5	0.80
410.5	0.40	422.8	0.81
410.8	0.41	423.1	0.82
411.1	0.42	423.4	0.83
411.4	0.43	423.7	0.84
411.7	0.44	424.0	0.85

(Continued)

Consumer Price Index	\$Per Hour	Consumer Price Index	\$Per Hour
\$424.3	0.86	\$438.4	1.33
424.6	0.87	438.7	1.34
424.9	0.88	439.0	1.35
425.2	0.89	439.3	1.36
425.5	0.90	439.6	1.37
425.8	0.91	439.9	1.38
426.1	0.92	440.2	1.39
426.4	0.93	440.5	1.40
426.7	0.94	440.8	1.41
427.0	0.95	441.1	1.42
427.3	0.96	441.4	1.43
427.6	0.97	441.7	1.44
427.9	0.98	442.0	1.45
428.2	0.99	442.3	1.46
428.5	1.00	442.6	1.47
428.8	1.01	442.9	1.48
429.1	1.02	443.2	1.49
429.4	1.03	443.5	1.50
429.7	1.04	443.8	1.51
430.0	1.05	444.1	1.52
430.3	1.06	444.4	1.53
430.6	1.07	444.7	1.54
430.9	1.08	445.0	1.55
431.2	1.09	445.3	1.56
431.5	1.10	445.6	1.57
431.8	1.11	445.9	1.58
432.1	1.12	446.2	1.59
432.4	1.13	446.5	1.60
432.7	1.14	446.8	1.61
433.0	1.15	447.1	1.62
433.3	1.16	447.4	1.63
433.6	1.17	447.7	1.64
433.9	1.18	448.0	1.65
434.2	1.19	448.3	1.66
434.5	1.20	448.6	1.67
434.8	1.21	448.9	1.68
435.1	1.22	449.2	1.69
435.4	1.23	449.5	1.70
435.7	1.24	449.8	1.71
436.0	1.25	450.1	1.72
436.3	1.26	450.4	1.73
436.6	1.27	450.7	1.74
436.9	1.28	451.0	1.75
437.2	1.29	451.3	1.76
437.5	1.30	451.6	1.77
437.8	1.31	451.9	1.78
438.1	1.32	452.2	1.79
390.8	1.34		(Continued)

Consumer Price Index	\$Per Hour
\$452.5	1.80
452.8	1.81
453.1	1.82
453.4	1.83
453.7	1.84
454.0	1.85
454.3	1.86
454.6	1.87
454.9	1.88
455.2	1.89
455.5	1.90
455.8	1.91
456.1	1.92
456.4	1.93
456.7	1.94
457.0	1.95
457.3	1.96
457.6	1.97
457.9	1.98
458.2	1.99
458.5	2.00
458.8	2.01
459.1	2.02
459.4	2.03
459.7	2.04
460.0	2.05
460.3	2.06
460.6	2.07
460.9	2.08
461.2	2.09
461.5	2.10

**Article 37 - Shift Premium**

37.01 An employee will be paid an hourly premium in addition to his/her regular hourly rate for working the afternoon shift and an hourly premium in addition to his/her regular rate for working the midnight shift. The afternoon shift will be known as the No. 2 shift, and the midnight shift will be known as the No. 3 shift. Overtime will not be paid on the shift premium.

37.02 Effective March 15, 1992, the following will apply:

Afternoon or No. 2 Shift	Night or No. 3 Shift
\$ .40	\$ .45

**Article 38 - Holiday Pay Plan**

38.01 Employees in the bargaining unit will be paid for the holidays as set out in Clause 38.02 provided they qualify under the eligibility requirements as set out in Clause 38.03.

38.02 (a) The following holidays will apply for the period March 15, 1992 to March 14, 1993.

Good Friday	Apr. 17, 1992
Friday before Victoria Day	May 15, 1992
Victoria Day	May 18, 1992
Canada Day	July 6, 1992
Labour Day	Sept. 7, 1992
Thanksgiving Day	Oct. 12, 1992
	Dec. 24, 1992
	Dec. 25, 1992
	Dec. 28, 1992
Christmas Holiday Period	Dec. 29, 1992
	Dec. 30, 1992
	Dec. 31, 1992
	Jan. 1, 1993
Heritage Day	Feb. 15, 1993

(b) The following holidays will apply for the period March 15, 1993 to March 14, 1994.

Good Friday	Apr. 9, 1993
Friday before Victoria Day	May 21, 1993
Victoria Day	May 24, 1993

Canada Day	July 5, 1993
Labour Day	Sept. 6, 1993
Thanksgiving Day	Oct. 11, 1993
	Dec. 23, 1993
	Dec. 24, 1993
Christmas Holiday Period	Dec. 27, 1993
	Dec. 28, 1993
	Dec. 29, 1993
	Dec. 30, 1993
	Dec. 31, 1993
Heritage Day	Feb. 14, 1994

(c) The following holidays will apply for the period March 15, 1994 to March 14, 1995.

Good Friday	Apr. 1, 1994
Friday before Victoria Day	May 20, 1994
Victoria Day	May 23, 1994
Canada Day	July 1, 1994
Labour Day	Sept. 5, 1994
Thanksgiving Day	Oct. 10, 1994
	Dec. 23, 1994
	Dec. 26, 1994
Christmas Holiday Period	Dec. 27, 1994
	Dec. 28, 1994
	Dec. 29, 1994
	Dec. 30, 1994
	Jan. 2, 1995
Heritage Day	Feb. 13, 1995

38.03 (a) The employee has completed his/her probationary period and holds seniority as of the date the holiday is observed.

(b) An employee who completes probationary period will be paid for holidays which were observed during probationary period provided he/she has met all eligibility requirements except (a).

(c) The employee has worked on his/her last scheduled working day prior to the day of observance, and on the next scheduled working day following the day of observance, and one of these qualifying days must be within sixteen (16) working days of the day of observance.



Notwithstanding the normal qualification of sixteen (16) working days, where an employee is absent due to approved sick leave or authorized leave of absence or Worker's Compensation, one of the days of qualification must be within sixty (60) calendar days of the day of observance.

For each Christmas Holiday period, the employee must have worked on the last scheduled work day prior to each holiday period and on the next scheduled work day after each holiday period, except for absences for approved sick leave or authorized leave of absence or Workmen's Compensation. Failure to work on either the last scheduled work day prior to or on the next scheduled work day after each Christmas Holiday period will disqualify the employee for pay for the two holidays in the Christmas Holiday period which follow or precede such scheduled work day, however, the employee will be eligible for the remaining holidays of the Christmas Holiday period.

38.04 An employee absent without permission one of these qualifying days will not be paid for the Statutory Holiday or the series, whichever is applicable, with the exception of the Christmas Holiday period series covered in paragraph 38.03 above For the purpose of this clause premium paid days will not be recognized as scheduled working days.

38.05 (a) When one of the above holidays is observed within an eligible employee's approved vacation period, and he/she is absent from work during his/her regularly scheduled work week(s) because of such vacation, he/she will be paid for such holiday, and will be required to take a day(s) off in addition to such payment, however the Company will require concurrence as to what preplanned day(s) off and approved copy to be forwarded to the union office.

(b) No payroll deductions will be taken from a cheque for less than sixteen (16) hours.

38.06 Employees eligible under these provisions will receive equivalent of eight hours at regular straight time rate of pay or average hourly rate based on the previous pay period for each such holiday, excluding off shift and overtime payment. Christmas Holiday pay will be based on the week ending with the first Saturday in December.

38.07 Notwithstanding Clause 38.04, when an employee

works on a day which is being observed as a Holiday, he/she will be paid for the Holiday and in addition will be paid at the rate of double time for hours of work performed on the day.

Employees who have accepted such holiday work assigned and then fail to report and perform such work, without reasonable cause acceptable to Management, will not receive pay for the holiday.

38.08 When it is necessary to schedule work on a paid holiday it is agreed that notice posted on the bulletin boards will not be construed as acceptance of the assignment by the employee. An employee who does not work on a paid holiday without first indicating acceptance will not be subject to disciplinary action.

#### Article 39 - Vacation with Pay Plan

39.01 Each employee will receive an annual vacation in accordance with the following provisions.

39.02 All employees' lengths of current seniority for purposes of this clause will be determined as of July 1st to June 30th.

39.03 The vacation year will mean July 1st to June 30th.

39.04 Calculations for payment of vacations will be based on the following periods:

Chatham: January 1st to December 31st of the preceding calendar year.

Milton: July 1st to June 30th immediately preceding the vacation year.

39.05 The following vacations with pay will be granted:

- (a) Employees with less than one year's service - as per Employment Standards Act
- (b) Employees with one year or more, but less than three year's service - two weeks vacation at 4% of gross annual earnings,
- (c) Employees with three years or more, but less than five year's service - two week's vacation at 4% of gross annual earnings, plus \$110.--

- (d) Employees with five years or more, but less than ten, years' service - three weeks vacation at 6% of gross annual earnings.
  - (e) Employees with ten years or more, but less than fifteen years' service - three weeks vacation at 6% of gross annual earnings, plus \$110.00
  - (f) Employees with fifteen or more years of service - four weeks' vacation at 8% of gross annual earnings.
  - (g) Vacation cheques will be available on request no later than July 15.
- 39.06 (a) For employees with more than twenty (20) years' service, a vacation bonus equivalent to one week's (40 hours) pay at their regular rate of pay or 2% of previous year's earnings in Chatham and Milton will be paid in lieu of extra vacation.
- (b) Employees with 20 years or more of service may apply and be eligible for a fifth week of vacation by submitting a request for such vacation period in writing to the Personnel Department.
  - (c) Employees with 25 or more years service will be eligible for an additional vacation bonus of \$110, separate cheque.
- 39.07 For the purpose only of computing vacation pay of an employee who was in receipt of compensation under the Worker's Compensation Act, or sickness and accident insurance, during any part of the year for which the vacation is granted, the Company will add to the amount of wages which he/she actually earned a sum equal to the average hourly rate of wages for the part of the year during which he/she did work, multiplied by the number of hours he/she was in receipt of Worker's Compensation or sickness and accident insurance, as the case may be, during the year. In no event will such an employee's vacation pay exceed the amount he/she would have been paid had he/she not been absent.

39.08 All eligible employees are required to take their total vacation allowance (which includes any statutory holidays contained during vacation weeks) within the vacation year (July 1st to June 30th).

The time of vacaiton will be at the discretion of the Company, but in all cases eligible employees will receive two continuous weeks of vacation during the months of July and/or August.

The Union Committee of each Local will be given notice of the vacation schedule as soon as possible at the beginning of each calendar year, but no later than April 15th when the schedule will be posted in final form.

Problems that may arise in connection with the taking of vacation will be discussed with the Union Committee at the Local level.

39.09 A vacation week will imply an absence of the employee for seven consecutive calendar days, commencing on a Monday, and the splitting of a vacation week will only be allowed to meet an operating emergency after the matter has been discussed with the Union.

**Article 40 - Contracting Out**

40.01 It is agreed that the Company will not contract out work to be performed which work is now performed by bargaining unit employees and which contracting out would result in the layoff of bargaining unit employees.

40.02 In the area of maintenance, however, the parties recognize that equipment suppliers and jobbers may have their employees install and/or service such equipment according to past practice.

40.03 The Company agrees to notify the Plant Chairperson or his/her alternate and the Skilled Trades Representative or an alternate prior to any work being contracted out.

**Article 41 - General**

41.01 In the event of any conflict between the provisions of this Agreement and any Local Agreement between the

Company and the Union, whether or not the National Union is a signatory or party to such agreement, the provisions of this Agreement will prevail.

**Article 42 - Non-Discrimination**

42.01 The Company and the Union agree that there will be no discrimination, interference, restraint, or coercion exercised by either of them or by any of their respective representatives, with respect to **race**, sex, colour, religion dependents, or membership or non-membership in or connection with or lack of connection with the Union. Parties agree to abide by the Human Rights Code.

**Article 43 - Benefit Programmes**

43.01 The following benefit programmes are set out as a supplement and form part of this Agreement.

- (a) Supplemental Unemployment Benefit Plan.
- (b) Pension Plan,
- (c) Medical insurance, Drug Insurance, Hospitalization Insurance, Weekly Indemnity, Life Insurance, Dental and Vision Care Insurance.

43.02 No matter in respect to the Pension nor the Supplemental Unemployment Benefit Plan will be subject to the normal grievance procedure, but will be determined under the review provisions of the plans as contained herein.

**Article 44 - Metric Tools**

44.01 The Company agrees to make metric tools available for employees as may be necessary.

**Article 45 - Technological Change**

45.01 Where the Company introduces technological changes or automates its plant processes and such changes affect the content of jobs held by bargaining unit personnel, the company agrees to fill such new or changed jobs with bargaining unit personnel and accordingly to sponsor or carry out such training as may be required to enable employees to fill such jobs.

**Article 46 - Effect of Letters**

46.01 The parties agree that all letters attached to and



supplemental to this Agreement are hereby made a part of this agreement.

#### TERMINATION

This Agreement will continue in effect until the 14th day of March, 1995 and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, then it will continue in effect until the 14th day of March, 1996, and so on from year to year thereafter.

Notices that amendments are required, or that either party intends terminating the Agreement must be submitted within three (3) calendar months prior to the 14th day of March, 1995 or of any year thereafter.

The parties hereto agree to meet for the purposes of negotiations within fifteen (15) days after the submission of such notice, and if as a result of such negotiations the parties fail to negotiate a new agreement or modification of the present Agreement prior to the 14th day of March following the day of such notice, then this Agreement will be terminated on the 14th day of March. The terms and conditions of this Agreement may be extended by mutual consent with a view to reaching final agreement. It is understood that during negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or related to, the Original proposals.

Duly executed by the parties hereto this 23rd day of November 1991

#### FOR THE COMPANY

John Fowler  
Leo Parent  
Mike Savilo  
George Dair  
Barry Sanson  
Les Nursey  
Sam Hokansson  
Diana Swift  
Joe Simard  
John Gates

#### FOR THE UNION

William Zilio  
Alex Petrie  
Sym Gill  
Leslie Morrell  
Guido Tonin  
Tom Johnson  
Paul Dillon  
Dick Irwin  
Ronald Malm  
Bob Fotherby  
Bob Tope



**Rockwell International  
Suspension Systems Company**

**APPENDIX "A"**

November 15, 1991  
No. 1

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During hot weather periods the Company will continue its past practice of excusing employees from work due to unusually high temperatures in their work areas. It is further agreed that S.U.B. will not be paid in such situations.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

November 15, 1991  
No. 2

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

This letter sets out the intention of both parties to cooperate in the rehabilitation of employees with drug, alcohol or similar problems through joint action at the plant level and working with social agencies in the area.

It is understood that where appropriate, employees will be continued on S. and A. benefits and/or on leave of absence in order to aid in their rehabilitation.

Yours truly,

John M. Fowler  
Director, Industrial Relations





**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 3

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

The Company and the Union agree that all Unemployment Insurance premium credits resulting from the Weekly Indemnity Plan being qualified under the regulations at the U.I.C. will flow solely to the Company.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 18, 1991  
No. 4

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

As agreed during the 1983 negotiations, the 1974 letter on the following items is updated.

1. The definition of disability under the Weekly Indemnity programme will be broadened to cover absences resulting from elective surgery if such surgery is covered by OHIP.
2. Employees required to travel more than 20 kilometers (one way) for a medical examination ordered by the insurer will be reimbursed at the applicable mileage rate.
3. Employees cleared for return to work by their personal physician but who are not allowed to return to work by the plant physician will continue to receive weekly benefits subject to the maximum benefit duration.
4. The insurer will provide certificate booklets to each employee outlining the employees' rights and obligations under the insurance policy. This booklet will not take away from the Collective Agreement.

Yours truly,

John M. Fowler  
Director, Industrial Relations



Rockwell International  
Suspension Systems Company

November 15, 1991  
No. 5

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During negotiations resulting in this Agreement, the parties discussed the deletion from the Agreement of certain terminology on the basis that it was obsolete. The parties further agreed to this deletion, subject to the following agreement:

- (a) All reference to "Highway Transport Drivers" is deleted on the basis that this function no longer exists in the plants covered by this Agreement, provided, however, that should this function be reinstated in a plant or plants covered by this Agreement, during the life of this Agreement, the language used in the 1974 - 1977 Collective Agreement will be used as a basis for negotiations.
- (b) All reference to "Stationary Engineers" and "Bumper Operations" and "Leaf Spring Operations" will be deleted from the Master and Local Agreements. However, should any of these functions be reinstated in a plant or plants covered by this Agreement, the language used in the 1974 to 1983 Collective Agreement will prevail.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 21, 1991  
No. 6

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

The Company will continue to arrange with the insurer, coverage to pay physicians, or to reimburse patients, for covered medical-surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence.

Benefits will be provided under such coverage upon submission of proof satisfactory to the insurer that a member received covered services out of the province of residence because of accidental injury or emergency medical-surgical services.

The benefit payment for covered medical-surgical expenses incurred will equal the fee charged for such services less the fee scheduled under the applicable provincial medical-surgical plan for the covered services received, but only to the extent that the fee charged is reasonable and customary in the area where covered services are received.

The benefit payment for covered hospital expenses incurred will equal the hospital's charge for covered services in semi-private accommodation less the sum of the payments made by the applicable provincial and supplementary hospital plans.

"Covered services" will be those medical-surgical services for which a fee is scheduled under the fee schedule of the applicable provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the applicable provincial hospital plan.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 21, 1991  
No. 7

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

As agreed during the 1983 negotiations preceding the renewal of the Collective Agreement, the following letter on S.U.B. is being updated, which was originally signed on December 13, 1968 at Toronto.

"Where personnel are sent home due to lack of work, and such lack of work is within the control of the Company, then the company will pay Short Work Benefits for hours lost during the regular work week, (No employee will receive a short work week benefit in any shift he received eight hours pay or more.), even though the employees as a result of the breakdown might work Saturday and/or Sunday and thus may have worked forty (40) hours or more in any calendar week. However, even in this situation, if overtime for Saturday and/or Sunday has been scheduled before the breakdown occurred, and forty (40) hours of work are available, the employees will not qualify for Short Work Week Benefits."

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 8

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

This letter will outline the arrangement governing payment for the Master Negotiating Committee persons for the current Master negotiating meetings.

Committee members from the Chatham and Milton facilities while at negotiations will be paid their normal pay had they otherwise been at work in their respective plants.

In addition, when negotiating meetings continue past the evening dinner hour or reconvene in the evening, committee members will be paid for any meeting hours beyond 5:30 pm at the rate of time and one half.

Meetings held for the purpose of negotiations on weekends will be paid at applicable overtime rates. Further, negotiations committee members will be paid for lost weekend overtime opportunities had they otherwise been at work and in a position to accept such overtime work.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

November 15, 1991  
No. 9

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

In the negotiations resulting in this Agreement, the parties discussed the inclusion of Local Union No. 35, Chatham Office and Clerical Employees, in this Master Agreement. It was agreed that, although Local No. 35 is not a part of this Master Agreement, the Chairperson of the Local 35 Office Union will be eligible to participate in future meetings and negotiations between the Master Negotiating Committee of the Union and the Company.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 21, 1991  
No. 10

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

Dependent upon the Company and the Union entering into Collective Agreements on or subsequent to March 15, 1983, the Company agrees that the Special Allowance List attached to and forming part of the 1983 Pension Plan will be automatically renewed to cover the contract period agreed to in such March 15, 1983, or subsequent Agreements. The employees to be named in such Special Allowance List will include all those who will complete thirty (30) years of service by the end of such Agreement period or periods.

Yours truly,  
John M. Fowler  
Director, Industrial Relations





**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 11

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During negotiations resulting in this Agreement, the parties discussed the potential inconveniences caused by overtime cancellations with short notice. The Company recognizes the importance of minimizing any personal scheduling inconvenience and will make every effort to advise employees subject to overtime cancellation of that situation 24 hours in advance.

Yours truly,  
John M. Fowler  
Director, Industrial Relations



Rockwell International  
Suspension Systems Company

November 15, 1991  
No. 12

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the current negotiations the Union requested clarification of the procedure to be followed regarding the computation of overtime hours for Short Work Week benefits for employees working under medical restrictions.

As a result the Company and Union have agreed that:

Overtime hours, which an employee is prohibited from working due to written restrictions concerning the number of hours that the employee could work on a given day or in a given week as imposed by the employee's personal physician (and concurred in by the Company doctor) will not be considered as hours made available by the Company for purposes of Section III, Article 3, 3.01 of the Supplemental Unemployment Benefit Plan.

Yours truly,  
John M. Fowler  
Director, Industrial Relations



November 15, 1991  
No. 13

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During negotiations, the Union expressed concern over possible abuses of Article 3 "Work by Foremen and Salaried Personnel". In addressing this subject, the Company agrees to implement the following procedures should the Union feel a violation has occurred:

- (1) Committeeperson will discuss the incident with the individual(s) concerned at the time of occurrence. If response not satisfactory;
- (2) The plant chairperson and/or committeeperson will address the issue to the plant superintendent. If response is not satisfactory;
- (3) The Union will present the issue to the local Industrial Relations Manager and be included in the next Agenda Meeting. At this meeting the individual(s) involved will be present;
- (4) If the issue is not resolved at the local Agenda Meeting, it will be communicated in writing with sufficient detail to both the C.A.W. National Representative and the Director of Industrial Relations, Automotive Operations Troy, Michigan, for inclusion in the next Master Meeting.

The above procedure does not circumvent or restrict the Union's right to grieve the issue under the Grievance Procedure.

Yours truly,  
John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 14

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the 1983 contract negotiations, the Union expressed concern about the Company's contracting out and its effect on employment in the Master Agreement facilities. As we have explained to you during our discussions, our basic business philosophy is to do work in-house where it can be justified.

It must be recognised that contracting out decisions are made in order to remain competitive by lowering our overall costs. These decisions provide our businesses a better opportunity to achieve a competitive posture which provides job security for our employees.

It is essential for the Company to possess the flexibility to contract out in order to lower the overall costs or because of the lack of special skills or special equipment, etc. In those cases where contracting out is contemplated, the Company will notify and discuss with the Union in advance of the contracting action.

During the first week of each month, the Company will discuss with the Plant Chairperson and Skilled Trades Representative all known tooling and related work issues planned for the upcoming month. The objective of this review is to better enable the department to co-operatively decide on the assignment of work.

(Continued)



**Rockwell International  
Suspension Systems Company**

The Rockwell Manager of Labour Relations will immediately request and review a detailed written procedure from each plant in the Canadian Master Agreement within thirty (30) days of ratification to ensure the Company adheres to the intent of our discussions concerning contracting out.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 15

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

The parties discussed during the 1985 contract negotiations the issues related to outside contracting and the training of skilled trades personnel on new and existing equipment.

The parties recognized the need to upgrade the skill levels of the skilled trades personnel in each plant to the point where the skilled trade employees may properly service, repair and maintain the existing and future equipment in the plants.

To ensure there is no abuse of outside contracting, which may be used to avoid training of in-plant personnel in the skilled trades area, the following commitments will be implemented in the Master plants:

- A) The Company will ensure all appropriate skilled trades personnel are properly trained on any new piece of equipment and/or machine installed in their respective plants. This training may require the visitation to vendor facilities or may be done in-house.
- B) The Company will ensure skilled trades personnel interface with outside contract personnel in the plants when there are specific skills which our skilled trades personnel would be required to learn from the outside vendor.
- C) The Company agrees to advise and discuss with the skilled trades representative and the Plant Chairperson prior to any outside vendor working in the plants.
- D) In the event an outside contractor is involved in the modification, new installation or updating of any current piece of equipment and/or machinery, the appropriate skilled trades personnel will be advised of the changes and/or modifications made. This will ensure the skilled

(Continued)



**Rockwell International  
Suspension Systems Company**

trades person will be able to properly maintain the equipment in question.

- E) In the event of an emergency situation, the Company will advise the on-shift skilled trades committeeperson of the nature of the problem, and what, if any, outside services are needed to resolve the issue to avoid any prolonged down time.
- F) Any prints, maintenance manual or library reference data will be made available at all times to the appropriate skilled trades personnel, so they may properly service company equipment.

Should the Union Committeeperson in either plant feel the intent or spirit of the above has not been fulfilled, the following action will occur:

- A) The skilled trades representative will discuss with the local Manager of Industrial Relations the nature of the problem and work to resolve it forthwith. Should this action fail to resolve the problem, then,
- B) The Plant Chairperson and the Skilled Trades representative will request a formal meeting with the Plant Manager and the other Management personnel concerned. Should this action fail to resolve the problem, then,
- C) The National Representative of the CAW, the Plant Chairperson and skilled trades representative may request in writing a formal meeting to be held with the Labour Relations Manager from Troy, the General Plants Manager, and the other Management personnel concerned.

The above action does not circumvent the Union's right to utilize the grievance procedure.

The Company is committed to the upgrading and training of the appropriate skilled trades personnel as required. However, the skilled trades personnel must be personally committed to the training program as agreed to by the parties.

Yours truly,

John M. Fowler



**Rockwell International  
Suspension Systems Company**

Director, Industrial Relations

November 15, 1991  
No. 16

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the negotiations resulting in this Agreement, the parties agreed that at future negotiations a skilled trades representative will be added to the plant and/or master bargaining committees when specific issues related to the trades are being discussed.

Yours truly,

John M. Fowler  
Director, Industrial Relations





**Rockwell International**  
**Suspension Systems Company**

November 15, 1991  
No. 17

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

The parties discussed the issues related to Article 20.05, during the 1985 negotiations, as it related to the changing of employees' shift after the work week has begun.

To avoid a future problem the Company agrees to implement the following procedure:

- A) The employee will be notified in advance of the change.
- B) The Company will discuss the proposed change with the area committeeperson in advance.
- C) The posted Manpower List(s) will be adjusted to reflect the change.

If the above procedure is followed, then the employee will be paid the appropriate overtime rate for the first day of the shift change. In the event the Company fails to follow the above, then the employee in question will be paid the appropriate overtime rate for the balance of the week in which shift was scheduled.

Yours truly,

John M. Fowler  
Director, Industrial Relations



Rockwell International  
Suspension Systems Company

November 15, 1991  
No. 18

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

This will confirm our understanding of Nursing Home Care benefits. The current insurance program provides coverage for nursing home care if the facility is licensed and approved as defined by the Nursing Homes Act of Ontario, is supported by funds from the Ontario Ministry of Health, and is for medically necessary treatment for chronic care.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 15, 1991  
No. 19

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the 1988 negotiations the parties agreed that for contractual purposes the changing of will to will does not change contract interpretation.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

November 15, 1991  
No. 20

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the 1989 contract negotiations the parties agreed Article 35.04 of the Master Agreement would have no effect in determining wage rates in the plants covered by this collective agreement with respect to the conversion of incentive to day rate jobs in Chatham unless mutually agreed to by the parties.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

November 15, 1991  
No. 21

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

In the 1988 negotiations the parties discussed the application under the Employment Standards Act of the Government of Ontario, Section 40 Termination of Employment Act.

As specified in Section 40 (15) and (16) the parties agree to abide by the provisions of Part XII, "Termination of Employment", as it relates to the payment of severance pay to the laid-off employee.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International  
Suspension Systems Company**

November 18, 1991  
No. 22

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the 1988 negotiations the parties discussed the need for increased productivity and improved methods of operation. The parties recognize that the Company must make full and efficient use of all resources, including manpower and equipment in order to effectively compete in the market place. This is necessary to provide for more job opportunities, and thus improved security.

Toward this end the Union and the Company will co-operatively work together in efforts to improve productivity, effect cost reductions, and find new ways to improve methods of operating the plant.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**EXHIBIT "A"**

**JOB SECURITY PROGRAMME**

Establish a \$2 million Job Security Fund for Chatham and Milton Plants (duration 3 years: March 15, 1992 to March 14, 1995) to be administered for the following purposes:

- A. When the number of jobs at Chatham or Milton is reduced due to classification changes and/or technological change resulting in permanent layoff, it will be handled in the following manner.
  - 1. Eligibility-Employees on the active payroll as of the date of ratification.
  - 2. For the net number of employees that are caused to be laid off by any of the reasons in A. above, within 90 days of such layoffs, unless a certain recall date is established, the Company will:
    - a. Offer to any eligible employee working, by seniority order, who is eligible for retirement a \$10,000 bonus for retiring to reduce the number of layoffs. The retirement bonus will be offered only to the employees from the affected group (e.g., Production, Skilled Trades).
    - b. If layoffs still occur after eligible retirees are offered bonuses, the laid off employees, who are not eligible to retire, can opt for the seniority buyout (\$100 times each month seniority to a maximum of \$25,000). Employees who accept the seniority buyout terminate employment with the Company in accordance with Article 13.01 (a) of the Agreement.



**Rockwell International**  
**Suspension Systems Company**

November 14, 1991  
No. 24

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the course of the 1992 contract negotiations the parties agreed to schedule a minute of silence each April 28th in remembrance of injured workers.

Yours truly,

John M. Fowler  
Director, Industrial Relations





**Rockwell International**  
**Suspension Systems Company**

November 18, 1991  
No. 25

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

The Company agrees to certification training as specified by the provisions of Bill 208 and the Occupational Health and Safety Act for the following persons in Chatham and Milton:

- Plant Chairpersons
- Co-Chairpersons of the J.H.S.C.
- Two members of J.H.S.C. (I-Union, I-Company)

Previous training will be credited towards the certification requirements, if such training has been recognized by the Department of Labour.

Joint Health and Safety Committee members will receive training as required to fulfill their responsibilities as committee members.

Yours truly,

John M. Fowler  
Director, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

November 19, 1991  
No. 26

Mr. William Zilio  
National Representative  
C.A.W.  
467 St. Clair Street  
Chatham, Ontario N7L 3K6

Dear Mr. Zilio:

During the 1991 negotiations the Company agreed that if an Apprenticeship Program is entered into at either the Milton or Chatham facilities during the life of the Agreement, the parties will implement a C.A.W. Apprenticeship Program with agreed-upon modifications.

Yours truly,

John M. Fowler  
Director, Industrial Relations

# **MEMORANDUM OF AGREEMENT**

between

**ROCKWELL INTERNATIONAL  
SUSPENSION SYSTEMS COMPANY  
CHATHAM, ONTARIO  
Hereinafter called the "Company"**

**Party of the 1 st Part**

and

**NATIONAL AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS UNION  
OF CANADA  
(CAW-Canada)  
LOCAL No. 127  
Hereinafter Called "the Union"**

**Party of the 2nd Part**

**March 15, 1992 - March 14, 1995**

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**Article 1 - Union Representation**

1.01 The Company will recognize a Plant Committee and/or their alternates consisting of three (3) members who have at least twelve months seniority with the Company, who are members of the Union, in addition to the Plant Chairperson and/or his/her alternates, outlined in Clause 1.02. These committeeperson(s) will represent the following areas:

(A) Stabilizer, Strut and Torsion Bar Areas (2)

(B) Skilled Trades - St. George Street Plant (1)

The Company will also recognize shop committeeperson to represent shifts in each of the above mentioned areas not represented by a committeeperson, and the committeeperson so designated will be afforded preferred seniority while the shift he/she is representing is in operation. This, in effect, means each area for each shift will have representation by a committeeperson or alternates. It will be the responsibility of the Union to provide a committeeperson for all shifts so that the Company will not be obliged to pay premium rates. See Letter No. 6.

The Company will recognize the Union Time Study committeeperson, a safety representative and a Skilled Trades representative, alternates for each.

1.02 In addition to the three committeeperson(s) above enumerated, the Company will recognize a fourth committeeperson to be Plant Chairperson, with overall jurisdiction, and he/she will be employed on the day shift.

1.03 Provision is hereby made to change the number of committeeperson(s) should circumstances and employment warrant such change, by mutual consent of the Company and Union.

1.04 The Company will recognize any four members of the plant committee to be named by the Union as a bargaining committee, while in conference with management. In the event of Skilled Trades issues being raised at the local meeting, the Union will request the attendance of the Skilled Trades representative & this meeting.

1.05 The National Representative and/or the National director or designate(s) may be present with the bargaining committee at any conference with the management if requested to do so by the shop committee.

1.06 Each committeeperson at the time of his/her appointment will be on a seniority list of the Company, with at least twelve months' seniority. The Union will notify the Company in writing from time to time of changes in names of the committeeperson and their alternates.

1.07 The Company must prepare and supply to the Union a list of its supervision every six months.

1.08 Representation for Overtime Work.

(a) The Plant Chairperson will be employed as long as there is overtime work available for ten person(s), or if there are insufficient employees working on overtime in the plant to warrant bringing, in the committeeperson.

(b) The committeeperson will be continued at work if three (3) employees are at work in his/her jurisdiction.

(c) Such Committeeperson may be assigned to perform work not previously scheduled or work for which an employee had failed to report or show, but in all such cases, the Company will call in employees in the same classification as held by the scheduled employee. (including employees who took job for week as per Article 5.03(a))

Should the Company, with the Union's help be unable to contact needed replacements from same classification, the Company will then call the senior unscheduled employee(s) with the least amount of overtime in the Plant (to a maximum of five phone calls). Should the Company with the Union's help, be unable to find a replacement, the committeeperson will fill in for the absent employee, if necessary, for the entire overtime shift. This Article will not negate or circumvent Article 5 of the Local nor Article 20 of the Master Agreements.

(d) On scheduled overtime when a committeeperson or Plant Chairperson cannot work overtime, the Company will recognize



the alternate committeeperson, permanent or otherwise, provided the Company has been given one (1) hour's notice by the committeeperson prior to the end of his/her shift.

(e) When unscheduled overtime is to be worked and the committeeperson cannot work, the Company will recognize and notify the alternate committeeperson.

(f) Company to recognize the alternate committeeperson or alternate Plant Chairperson, only in the absence from the plant of regular committeeperson or Plant Chairperson.

#### 1.10 Preferred Seniority

It is agreed that members of the plant committee of the Union will be accorded a preferred seniority status on their shifts, insofar as permanent layoffs are concerned, subject to provision hereinafter stated. The right to designate the persons who will have such preferred seniority status will be vested in the Union, provided that the list at all times will include only employees in office. Whenever the Union desires to substitute another person having preferred seniority, it will notify the Company in writing, and thereafter the person whose preferred seniority has ceased will resume his regular seniority. In no case will the Company be under obligation to assign work because of preferred seniority status to a person who is not capable of doing the work available.

#### Article 2 - Transfers

2.01 Promotion or transfer to premium jobs will be based primarily upon seniority and qualification of the employee.

#### 2.02 Rates of Pay During Transfers

(a) If a day-rated employee is temporarily required to perform work in a classification other than his own, he will be paid the higher rate of pay of the two classifications.

(b) If a worker is required to perform work in another classification, he will be paid the rate of the work performed, provided the Company has advised him by the end of the second hour of the shift in question, that he would not have sufficient work on his job for the balance of the day, or there is more pressing work to be done that day. Union will be advised

at same time or no later than the end of shift in question.

However, if the Company fails to advise him/her or fails to give alternate work he will be paid the higher of the two rates.

(c) When it becomes necessary to transfer employees temporarily to lower paid jobs, employees having the least seniority will be transferred, subject to the employees' qualifications of the available job(s).

**Article! 3 - Layoffs and Recalls**

3.01 When it becomes necessary to decrease the workforce because of lack of work in the plant, it will be applied in the following manner;

(a) Probationary employees in the plant will be laid off first.

(b) If additional employees are to be laid off, they will be the most junior employees of the plant-wide seniority list.

(c) Employees displaced because of layoff will have preference vacancies created as a result of the above layoff subject to Article 4. (Jobs of laid off employees may be posted after 45 days)

(d) In cases where employees are unable to fill the existing jobs because of physical disability, opening occurs.

3.02 If layoffs are still necessary, the same will be applied in the following manner.

(a) An employee on the plant seniority list will be transferred to replace a shorter service employee, provided such employee is capable of doing the work of the shorter service employee. In cases where employees are unable to fill the existing jobs because of physical disability, or sickness, this clause will not apply, and the employee concerned will be laid off until a suitable opening occurs.

The fact that an employee has been so designated will not affect his regular seniority standing and he will resume the same as soon as the special reasons in his case cease to exist.

(b) At each layoff or recall following layoffs, certain individual employees whose services are required under special (circumstances may be retained in, or called to service regardless of their seniority. Such designation will not become effective until approved by the Personnel Manager and the Plant Chairperson and committee person concerned, and will cover only employees whose positions cannot be filled by those with seniority.

3.03 In the application of seniority to layoffs, employees to be retained on the basis of their seniority must have the ability to do the work available satisfactorily within a reasonable period of time, which will be five working days. An employee who elects and does try, and is not satisfactory, will then be laid off; and no employee then assigned to such work will have any claim to retroactive pay for such period. An employee who elects must do so within five days following the layoff.

3.04 During each layoff, where in the opinion of the Company, an employee is able to do the job, he will take such job, provided the job comes within the bargaining unit.

3.05 Notwithstanding the foregoing, where situations warrant such action, all employees will be laid off as their jobs finish in the plant on the shift on which they are working, and will be recalled to work in the same manner as their jobs start up in the plant.

3.06 It is agreed that the Company may exercise the privilege of laying employees off without regard to seniority for four scheduled working days or less, but where an employee is laid off out of seniority for more than four consecutive scheduled working days, he will be paid for all time lost in excess of the four working days, providing there is work available in the plant which he is qualified to perform, regardless of the twenty day clause referred to in Clause 3.09 of this Agreement.

It is further understood that temporary layoff will commence with the most junior posted employee(s) within the affected classification on shift.

3.07 The Company and Union agree to work together to avoid

temporary layoffs out of line of seniority wherever possible.

The Manufacturing Manager or in his absence his designee will review temporary layoff situations with the Plant Chairperson or shift Committeeperson or in their absence their alternates prior to any contemplated layoff.

If the above procedure is not followed the Manufacturing Manager will meet with the Plant Committee and the person who caused the procedure not to be followed and review the procedure in detail.

If not resolved to the satisfaction of the parties the matter will be forwarded to a Master Meeting.

3.08 It is further understood and agreed that employees laid off out of seniority due to short work week or temporary layoffs of four working days or less, such lost time will be credited to the employee concerned against the twenty days lost time he may be off during the life of the Collective Agreement.

3.09 Exceptions to the seniority provision will not extend beyond four working days at any one time in the Plant, nor beyond a total of twenty working days during the life of the Collective Agreement.

The twenty days total time a senior employee can be off outside of the seniority provisions during the life of the Agreement will be the combined lost time outside of the seniority provisions due to such temporary layoffs and recalls, and the Company agrees to compensate any senior employee for all time lost over 20 days during the life of the Agreement, if he is laid off out of seniority beyond the 20 days and there was work available which he was qualified to perform.

3.10 Employees whose services are to be terminated because of reduced manufacturing schedules will be given advance notice of five working days, and the list of those affected will be posted. Advance notice of five working days will not apply to those employees working out of seniority, and they may be laid off on immediate notice.

(b) A probationary employee who is separated from the

payroll of the Company will be informed at time of separation whether he is permanently laid off or will be recalled.

3.11 The Chairperson of the Plant Committee will be advised of all contemplated cases of extended layoff 48 hours in advance of the time notice of layoff is given to the employee, and a list of the employees to be laid off will be given in writing to the Chairperson at time of layoff.

### 3.12 Recalls

When there is an increase of work force, employees on the plant-wide seniority lists will be returned to work in accordance with such lists, and where possible, given the opportunity to return to their former job, before new employees are hired, and the Chairperson will be notified in writing of such recall.

3.13 Before new employees are hired, the management will, as a matter of policy, give preference to rehiring longer service employees whose service is broken during the life of this Agreement or under previous agreements, under the operation of the Master Agreement.

3.14 Former employees re-entering service after continuity of service has been broken (see Master Agreement) will be considered new employees.

### Article 4 - Job Posting

4.01 Recognized jobs, except those marked with an asterisk in Schedule A, Classifications and Wages, will be posted, according to Article 4.02. Where jobs are not posted, the company agrees that where employees because of advanced age, sickness, or inability to do their present job, such employee may be placed on said job after posting if there are no applicant:, it being agreed and understood that employees so placed will have no right to further bids under the job posting procedure, until such employee notifies the company that he has recovered, or the parties agree that his/her major disability no longer exists.

4.02 Whenever a vacancy in a job referred to in Article 4.01 for posting is expected to last over twenty-one(21) calendar days (except where the vacancy is caused by absence of an employee due to illness, (accident, or leave of absence), it will

be posted on all bulletin boards on the Thursday morning at 10 a.m. next following the occurrence of the vacancy, unless mutually agreed to between the Company and the Union.

The posting will be removed from the boards on the next Tuesday at 10 a.m.

An employee wishing to apply for a posted job must submit a written application signed in triplicate by the employee and initialled by a foreperson or production representative no later than Tuesday 10 a.m. A copy will be given to the Plant Chairperson and the employee. The successful applicant will be chosen on the basis of seniority and qualifications and his/her name will be posted, together with the time on the following Monday he is expected to report to the new job. Such posting will be done no later than 5 p.m. Wednesday. The successful applicant must in all cases report to the job at the beginning of the work week following the week during which he/she was chosen *except* in cases such as S&A, scheduled vacation, leave of absence, etc..

4.03 An employee who bids successfully for a job will not be entitled to bid for another job for a period of 90 calendar days from the start of the work week following the week of posting of the successful applicant's name.

4.04 Once an applicant has been notified by the Company that he/she has been accepted for a posted job, he/she will then have no further claim to his/her former job beyond the work week in which he/she is so notified except in the case of weekend overtime.

Should a dispute arise as to an applicant's qualifications to do the job, he/she will be given a five (5) day trial period or longer if mutually agreed to by the parties in which to prove himself. However, if he/she fails to qualify, or requests to be taken off the job, within a ten day period, he/she will be placed by the Company on any available job in the plant.

In such case, the Company will then fill the job with the next applicant in line with seniority. Should there be no other applicant(s) then the job will again be posted.

In no case, will any other employee be entitled to claim pay for the time during which an employee is trying out for a posted job.

4.05 Where an employee is a trainee in a setup group, and an opening occurs for a setup person, the trainee will fill the vacancy, providing the trainee is qualified.

The employee will have the option of moving into the opening of set up during his/her training period of 90 days if he feels he is qualified but to this end said employee must fill the opening of set up after 90 days of training has expired.

When an employee who is a set up trainee moves into a set up classification permanent (or temporary) the trainees job will be posted permanent or temporary as per Article 4.00 Job Postings.

If during the 90 day training period the trainee does not feel he/she is qualified to do the work of set up classification then such opening will be posted plant wide.

To this end the set up trainee will remain at work in his/her posted classification for a minimum period of 90 days. Dependent on the work load in the set up classification the trainee will be used on an as needed basis. This Article will not negate or circumvent Article 3 of the Local Agreement.

4.06 The Company has the right to fill job openings temporarily while processing applications through the job posting procedure.

4.07 Jobs of employees transferred due to breakdown of machine, or lack of stock, will not be posted at any time. This is to ensure the employee's return to his/her regular job. Employees so transferred must return to their former jobs as they become available.

4.08 Jobs from which employees have been laid off will be posted within forty-five (45) days from the day of layoff.

The Union and Company will consider posting of such jobs under exceptional circumstances.

If a posted job opens and the posted employee is on shift, he/she will be returned to his job immediately.

If on another shift, he shall return to his job at the beginning of the next week.

4.09 It is agreed by the Company and Union that all vacancies created by layoffs for more than forty-five (45) days will be posted for bid on the 46th day after such layoff. This means all jobs left vacant due to layoffs longer than 45 days will be posted in accordance with Article 4.02.

4.10 It is agreed that all new jobs, and jobs left vacant by employees quitting or retiring from the Company, will be posted in accordance with Article 4.02, unless otherwise mutually agreed to between the Company and the Union.

Applications will be on a form signed by the applicant with one copy of all postings to be given to the Plant Chairperson and a list of all applicants and successful bidders of all job postings.

#### 4.11 Temporary Job Posting & Temporary Work

The procedure as to the posting of temporary vacancies caused by the absence of employees will be governed by agreement between the parties.

(1) In all cases, when an opening is expected to last four weeks or more in duration the job will be temporarily posted, (except for Skilled Trades).

(2) Temporary postings will apply to all employees posted or non posted, (except for Skilled Trades).

(3) When a permanent posted employee bids for a temporary posting, he will relinquish all rights to his permanent posting. Said employees job left vacant will be posted as per Article 4 (Job Postings). Employees must have completed 90 Calendar Days on his permanent posting before bidding for a temporary posting.

(4) Temporary work will be offered to the non posted or spare



person by seniority and such work will be given each week. Persons absent because of a scheduled day off on such day such temporary work is offered will be given an opportunity to choose the aforementioned work the following day.

Such days off will be defined as: vacation, Bereavement Leave, Jury Duty, Leave of Absence including Sickness or Accident providing such days are covered by S&A Benefits or WCB Benefits.

(5) An employee will not be permitted to bid for another temporary vacancy so long as he is holding a temporary position.

(6) In a reduction of posted employees in a classification temporary posted employees will be reduced first.

(7) In all cases temporary posting(s) will be reposted after 12 months from effective date of posting.

(8) All available jobs will be offered out at the beginning of the shift (not prior to). The company will designate an area where the jobs will be given out.

#### **Article 5 - Overtime Allocations**

5.01 Overtime will be equitably distributed among those employees in their classification and/or group.

5.02 The following sections set out the full intent of the parties in respect to Article 5.01 above and the Master Agreement clauses which apply:

(a) In all cases where overtime is equal as between two or more employees within the group or classification, the Company will allocate overtime on the basis of the senior person being asked first.

(b) No person will be charged with overtime hours worked or refused in more than one classification or group at any one time. In accordance with this: When a person changes from one classification to another, who accepts a job vacancy for the week, he/she will be averaged into the new classification with the up to date hours worked. The overtime hours from his/her

previous classification will then be cancelled.

To be averaged into the new classification or group the employee will be averaged in at the beginning of the second shift on the job providing he/she chose the job at the beginning of the shift the previous day. This applies only to transfers during the normal work week.

(c) Overtime records will be maintained by the foreperson on a daily basis, and these records will be posted in the production Foreperson Office. The records will show each classification and the person(s) posted to it, with the overtime charged, and a special category of Plant General Labour Overtime (sparepersons) with employees listed under it in the General Labour Categories within the plant.

Such records will show zero continuous accumulated totals beginning as of the date of signing of each collective agreement and thereafter, the smallest total in each classification may be deducted periodically from all totals in the classification plant wide. This is simply end only to safeguard against cumbersome totals.

It is, however, clearly understood that such records are continuous for the lifetime of the agreement, and the obligation to evenly distribute overtime rests with the Company at any given time within the sixteen (16) hours as provided in the Master Agreement.

All employees are to be charged for overtime hours scheduled if they are not available, but would have otherwise been asked to work.

(d) The parties agree anytime a new classification is formed, the employee(s) entering said new classification will be charged with the average overtime hours of the plant (excepting skilled trade hours overtime)

(e) Employees in receipt of S&A Benefits or W.C.B. Benefits, will be averaged into the classification or group to which they enter on their return to work.

5.03 (a) Posted employees within the classification will be

offered all overtime first followed by the employee(s) who has selected the job for week. Followed by the senior employee in the plant with the least amount of overtime.

(b) A posted employee who is eligible for overtime will be allowed to work all available overtime as per Article 5.04 except in the case of a spareperson who has taken the job for the week as per Article 5.04. Such employee will be allowed to work the overtime in the classification on the shift that he has worked through the normal work week and only if all shifts are scheduled for overtime.

5.04 No employee(s) will work in excess of twelve (12) consecutive hours - unless mutually agreed with the Company and Union.

5.05 Setup persons will share the overtime work in their respective groups only, and will not displace any employees in the group they lead on overtime, and no employee will have the right to displace a setup man on overtime if the work be that of a setup person.

5.06 In situations where, during the regular work week, unexpected overtime of up to a maximum of two (2) hours following the end of a shift is required by the Company, the employees doing the work during the shift will be asked to perform such overtime. Wherever the overtime is for more than two (2) hours, or where overtime is required on a premium day, the overtime will be first offered to the employees posted to the classification with the senior person having the least overtime getting first preference.

5.07 If on an occasion, extra persons are needed (besides those posted persons who agree to work) then the Company agrees to offer such overtime first to the most senior employees within the Plant, regardless of classification, with the least amount of overtime, provided they are capable of performing the work to be done.

During the regular work week:

- (i) Where a person is temporarily transferred for less than one shift (eight (8) hours), his/her "posted job" or "job classification" will in no way be affected for the purpose of

overtime allocation and sharing, and any overtime worked will be charged to his/her classification.

5.08 Where an employee posted to a classification has accepted an overtime assignment and subsequently is transferred out of the posted job, he/she will be allowed to perform the overtime assignment.

5.09 Where overtime is expected to go beyond two (2) hours following a shift, or where posted persons must be contacted for overtime on a premium day, the company agrees to have the area committee person or alternate, or in his/her absence, the Chairperson, or alternate, present when employees are being contacted by telephone.

5.10 For purposes of records, an employee will be charged with all overtime hours worked and with all overtime hours refused. An employee who agrees to work and fails to report for work will be charged double except where absence is due to compelling and legitimate personal reasons where there will be normal hours charged. An employee will not be charged for overtime if not capable of doing work to be performed.

5.11 If a person is at work and asked to perform an overtime assignment, the foreperson will secure an acceptance or denial in writing. A Copy of this record will be given to the Union on a weekly basis.

#### Article 6 - Hours of Work

6.01 The Company does not guarantee to maintain a steady work week, nor does it guarantee to provide steady employment to any of its employees.

6.02 Standard work week will be 40 hours. Regular work week will begin on Monday 7:00 a.m. and will consist of the following:

Eight hours per day, Monday to Friday inclusive. The second shift will follow immediately after the day shift. On a three shift operation, the work week will begin at 11:00 p.m. Sunday, and shifts will be comprised of eight continuous periods thereafter. (11:00 p.m. - 7:00 a.m.; 7:00 a.m. - 3:00 pm.; 3:00 p.m. - 11:00 p.m.).

(a) On any job(s) which require a different starting and stopping times, employees will be paid overtime only for the time spent in excess of 8 hours per day or 40 hours per week (schedules will be posted weekly)

(b) The afternoon shift lunch hour will be from 8:00 p.m. to 8:30 p.m.

6.03 For the purpose of overtime premium; Saturday will be from 7:00 a.m. Saturday until 7:00 a.m. Sunday, and Sunday will be from 7:00 a.m. until 7:00 a.m. Monday; except for three shift operation only, when it will be from 11:00 p.m. Friday to 11:00 p.m. Saturday, and from 11:00 p.m. Saturday to 11:00 p.m. Sunday. The Shift rotation for O/T will follow the same rotation as the straight time shift.

#### 6.04 Rest Periods

(a) Relief of ten minutes per hour will be provided for operators on hot presses, upsetters, forge work, quench, stabilizer tail draw fitter, torsion bar paint line (packer). Magnaglo, 100% inspection, rover and (Preset, Manual Operation Only).

(b) All camber operators, stabilizer tong persons, set-up tong persons and tong persons will be allowed one-half hour relief per hour, not applicable to work group operations negotiated during the 1992 Collective Agreement.

(c) Extra rest period of five minutes per hour will be provided during the hot weather period May 15 to October 15. The extra heat relief may be assigned by jobs as agreed.

(d) In the Forge and Torsion Bar areas, where there is not sufficient work for a relief person the persons will be allowed ten minutes per hour.

(a) If an adjustment of the work load or work force is necessary, relief periods will be open to negotiations between Union and Company.

(f) Special conditions and situations will be governed according to agreement as covered by latter issued by the

Company to the Union,

(g) If during the life of the agreement a manual operation is significantly automated, the relief structure will be reviewed. The parties will reach a mutually agreeable solution prior to the change.

**Article 7 - Daywork Plan**

7.01 Disputes dealing with individual work quotas or time standards will be discussed with the bargaining Committee and dealt with as per Article 1.04 of Appendix "C" (see attachment)

7.02 Attached to and forming an integral part of this Collective Agreement is "Appendix C" - Operation of Daywork Plan and Establishment of Process Control Cycles (See attachment).

**Article 8 - Setup Person**

8.01 The setup person is responsible for the direction of the group under his/her jurisdiction, as well as setup in machinery and dies only, and will instruct the employee in his/her group. It is understood that direction and instruction will be restricted to the passing on of the foreperson's written orders, in the absence of the said foreperson. These written orders will be posted. A setup person does not have disciplinary authority and will not make any written or oral reports to the Company on discipline.

8.02 During times of reduced work and layoffs, a setup person may be retained at work in his posted classification out of line of seniority as long as there are not other qualified seniority employees as outlined in Article 8.03, in the plant capable of doing the work of the setup person. It is recognized a setup person is required for die tryout, particularly during model changeover, but will not perform production work, unless his/her job duties are reduced to a level where a setup person is not required, and then only if his seniority warrants his/her retention as a production worker.

8.03 Setup person jobs will be posted only when new setup persons are required, either to increase operations, or by virtue of replacing one of the present setup persons. Postings for setup persons will be made plant-wide. It is also recognized

that the five day learning period is not applicable and a candidate must have the necessary ability at the time of appointment. This Article will not negate or circumvent Article 4.00-4.05 of the job posting procedure.

8.04 The parties agree that setup person(s) will receive at least 15 cents (\$.15) per hour above the top regularly classified rate in the group under his/her jurisdiction.

8.05 In the event a classification is changed to a setup operator classification then the setup operator will be paid 15 (\$.15) per hour over and above the job rate.

This article does not apply to work group operations negotiated during the 1992 local negotiations.

**Article 9 - Health and Safety**

9.01 The Company will supply protective equipment, or protective clothing, where such clothing or protective equipment is not normally purchased by the employee for his/her job:

- Maintenance
- Setup persons
- Shot blast operator painters
- Paint Lines
- All dirty jobs such as cleaning
- Welders - spark resistant shirts
- Forgers - spark resistant shirts.

**Article 10 - Skilled Trades**

10.01 The conditions governing recognition, representation of other working conditions applicable to the skilled trades, will apply to employees in the following classifications, except as may be altered by this article. Additional classifications may be negotiated by the parties during the life of this Agreement.

- a) Electricians
- b) Truck Mechanics
- c) Machine Repairpersons (Air Hydraulic Mechanic)
- d) Carpenter/Pipefitter
- e) Tool and Die Maker

10.02 Seniority in the Skilled Trades will be by non-

interchangeable occupations or trades within a department or group of departments. Seniority lists will be by basic trades or classification.

10.03 Employees presently working under classification of trades listed in one of the above as of thirty days following ratification in 1974 will have their total seniority in their classification or trade.

Future employees entering a classification or trade will have date of entry seniority in the skilled trades as listed in one of the above except in the case of apprentices whose seniority is covered in the present apprenticeship agreement.

10.04 Production workers will not carry seniority into the trades or classifications listed in one above nor will skilled trades workers exercise seniority into production or non production groups except where a classification or trade listed in one above is discontinued or eliminated.

Such employee will then exercise his/her total Company seniority for the purpose of displacing a junior employee in the classification or trade for which he/she is qualified, or will exercise all his/her Company seniority in the general production, or non-production groups under the Agreement.

(a) Should a skilled trades employee become medically unfit and unable to follow his/her skilled trade both the Company and the Union will co-operate in endeavouring to place such an employee on a job he/she is capable of performing taking his/her total seniority with him/her. However, if placed in a non-skilled classification, he/she will then forfeit all rights within the skilled trades. Notwithstanding the above, if such employee fully re-covers which is substantiated by a medical certificate, he/she may be fully reinstated back into the trades.

Employees so transferred will receive the rate for the job being performed.

(b) Notwithstanding Article 10.00-10.04 (a) a skilled trades person who is unable to perform his duties in his/her skilled trade classification because of [medical reasons will not displace any employee in the production group nor will such employee enter the production group during periods of lay-offs.



10.05 The term journeyperson as used in this Article, will mean any person who:

(a) is presently working within the journeyperson classification in the Plant as outlined in Section 10.01 or,

(b) has served a bona fide apprenticeship of four (4) years - 8,000 hours and has a certificate to substantiate his/her claim of such apprenticeship service or,

(c) persons who carry a recognized journeyperson card in any of the foregoing trades or

(d) persons who have had eight (8) years of practical experience in the skilled trades classification in which they claim journeyperson designation and can prove same.

10.06 The Skilled Trades Representative and the Plant Chairperson will be shown evidence of qualifications regarding new hires into the Trades Classifications.

10.07 Any further employment in the skilled trades occupations as listed in one of the above, after signing of this Agreement, will be limited to journeyperson and apprentices or supplemental employees.

10.08 During any period when journeyperson are unavailable it is agreed that non-journeyperson employees may be classified on a temporary basis to supplement the work force in a Skilled Trades Classification and will be known as a supplemental employee(s).

The opportunity to work as a supplemental employee will be offered first to seniority employees, second, to any laid off employee with seniority. If there are no laid off employees eligible, new employees may be hired on a temporary basis and will be known as new supplemental employees.

When a journeyperson becomes available either by hire, transfer, or graduation of an apprentice in a Skilled Trades Classification to which a supplemental employee has been assigned, such journeyperson will replace the supplemental

employee who will then be laid off or returned to his original classification.

A supplemental employee will not accumulate seniority within the Skilled Trades Classification but will accumulate Plantwide seniority and may exercise such Plantwide seniority to return to his/her former job, or to apply for vacancies in the Plant as provided elsewhere in the Master Agreement.

Supplemental employees will receive \$.15 per hour below journeyman's rate of the classification or trade.

No employee will work as supplementary help over 21 days in any calendar year unless mutually agreed to between the Company and the Union.

No supplemental employee(s) in the Trades will work alone without a Journeyman.

10.09 Vacancies in the skilled trades classification will be filled first by job posting. If no suitable applicants are available new employees may be hired.

10.10 In the event of an increase or decrease in force in any skilled trade or classification as designed above, the following procedure will apply:

(a) First Supplemental, second probationary employees, will be laid off from their skilled trade or classification.

(b) If any further employees are to be reduced from any skilled trade or classification as listed in one above, such employees will be laid off or transferred in order of their seniority from such skilled trade or classification, as per flow chart on page 91.

(c) Employees (except probationary) affected by a layoff cutback in manpower as per (a) and (b) above will be offered preferential employment over new hires.

10.11 Recalls will be made in reverse order of layoffs.

10.12 A load hand of skilled trades employees, will be defined as one who is a skilled trades employee, who while engaged in

his/her regular skilled trades occupation leads or processes the work of one() or more employees. Senior journeyman on shift will be given first choice. Junior journeyman on shift will be lead hand, if senior journeyman refuse.

10.13 The Company will discuss with the Skilled Trades representative(s) or in their absence the skilled trades alternate(s) any dispute on job assignments. The Union and the Maintenance Dept. head will arrive at a mutual agreement.

10.14 All work performed in the skilled trades will be done by employees whom are covered by classification and rate as outlined in this Agreement between the Company and the Union within the framework of present practices.

10.15 Nothing in this Agreement will be construed so as to deprive any employee of skilled trades of any rights, privilege, such as insurance, pensions, S.U.B., holiday or vacation pay, etc. that are covered in the body of the General Agreement.

10.16 The Company will not instruct or permit production employees to perform work of Skilled Trades Personnel.

10.17 General

(a) Lead hand as defined in 10.12 will receive 15 cents (15) above the employees he/she is leading or will receive that rate while at work without Skilled Trades supervision.

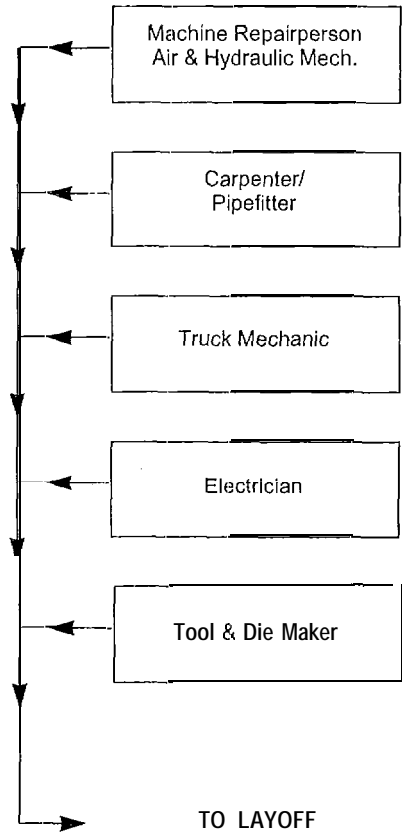
(b) Company agrees to replace personal tools of skilled tradespersons worn or broken in the course of their duties when in the Company's employ.

10.18 With the introduction of new machinery or equipment, training will be given to the Skilled Trades involved with such new machinery or equipment.

10.19 The employment of apprentices will be in accordance with the apprentice training plan as approved by the parties for the Chatham Plant.

The term Journeyman and Tradesmen will be construed to mean Journeyman and Tradesperson(

As per 10.10(b) SKILLED TRADES LAYOFF FLOW CHART



**Article 11 - Information**

11.01 The Company agrees to discuss with the Plant Chairperson or his/her alternate on training with hourly employees prior to the training commencing.

11.02 The Company agrees to supply the Plant Chairperson or his/her alternate a copy of any written correspondence which will be issued to Bargaining Unit employees.

**Article 12 - Schedules**

12.01 Attached hereto and forming a part of this Agreement is Schedule A - Classification and Wages.

**Article 13 - Duration of Local Agreement**

This Agreement will terminate in accordance with the wording and dates as set out in the Master Agreement.

Duly executed by the parties hereto this 15th day of March, 1992.

**For The Company**

J.R. Simard  
B.V. Sanson  
L.J. Parent

**For the Union**

L. Morrell  
R. Malm  
P. Dillon  
D. Irwin  
R. Fotherby  
W. Zilio-National Representative

**SCHEDULE "A"**  
**CLASSIFICATION AND RATES**

Classification	Effective	Effective	Effective
	3/15/92	3/1 5/93	3/1 5/94
Shear Operator	\$19.50	\$19.50	\$1 9.50
Stab Forge Operator	\$19.84	\$19.84	\$1 9.84
Forge Relief	\$19.84	\$19.84	\$1 9.84
Set Up Shear Forge	\$ .15 Above Highest Rate		
<b>Swedge S/U Operator</b> (Belt Grind-Insert Machine)	\$20.01	\$20.01	\$20.01
Stab <b>Board</b> Repair and Maintenance	\$20.10	\$20.10	\$20.10
Stab <b>S/U</b> Trainee & Board Repair	\$16.55	\$16.65	\$1 6.85
Upset Operator	\$19.83	\$19.83	\$1 9.83
Torsion Setup (Upset, Torsion Bar Heat Treat Line, <b>Offline</b> )	\$ .15 Above Highest Rate		
Torsion Bar Set Up Trainee	\$16.55	\$16.65	\$1 6.85
<b>345</b> Line Group Operator	\$19.66	\$19.66	\$1 9.66
Offline Group Operator	\$19.97	\$19.97	\$ 1 9.97
<b>229/321</b> Line Group Operator	\$19.86	\$19.86	\$1 9.86
S/U Former	\$20.29	\$20.29	\$20.29
Oil Quench	\$19.81	\$19.81	\$1 9.81
Inspection Auditor	\$16.75	\$16.85	\$1 7.05
Stab Shotblast <b>S/U</b> Operator	\$19.90	\$19.90	\$19.90
Reamer/Rubber/Bushing S/U Operator	\$19.97	\$19.97	\$19.97
L Car Welder S/U Operator	\$19.95	\$19.95	\$ 1 9.95
<b>CNC Spine</b> Roller S/U Operator	\$19.95	\$19.95	\$ 1 9.95
<b>A.M.D.</b> S/U Operator	\$18.74	\$18.84	\$1 9.04
Salvage S/U Operator	\$16.41	\$16.51	\$1 6.71
Bush & Sleeve S/U Operator	\$19.53	\$19.53	\$1 9.53
Light Up Burner Repair	\$16.53	\$16.63	\$1 6.83
Greaser/Oiler	\$16.49	\$16.59	\$1 6.79
Crane Operator	\$16.41	\$16.51	\$1 6.71
Lift Truck	\$16.84	\$16.94	\$17.14
Sweeper/Sanitation	\$16.52	\$16.62	\$16.82
Shipper <b>Receiver/Trucker</b>	\$17.03	\$17.13	\$17.33
Stab & Torsion Bar Technician	\$17.43	\$17.53	\$17.73
Stab & Torsion Bar S/U Technician	\$17.69	\$17.79	\$17.99
Box Maker & Pallet Repair	\$16.87	\$16.97	\$17.17

**SCHEDULE "A"**  
**CLASSIFICATION AND RATES**

Classification	Effective 3/15/92	Effective 3/15/93	Effective 3/15/94
Cadillac Assembly	\$17.14	17.24	\$17.44
Friction Welder	\$18.74	\$18.84	\$19.04
Plant Chairperson	\$17.06	\$17.16	\$17.36
General Labour	\$16.11	\$16.21	\$16.41
Electrician	\$18.70	\$18.90	\$19.20
Truck Mechanic	\$18.83	\$19.03	\$19.33
Machine Repair	\$18.66	\$18.86	\$19.16
<b>Carpenter/Pipefitter</b>	<b>\$18.50</b>	<b>\$18.70</b>	<b>\$19.00</b>
Tool & Die Maker	\$18.76	\$18.96	\$19.26
Tool & Die Maker <i>S/U</i>	\$18.91	\$19.11	\$19.41
Electrical <i>S/U</i>	\$19.06	\$19.26	\$19.56
Machine Repair <i>S/U</i>	\$18.89	\$19.09	\$19.39
Trucker Mechanic <i>S/U</i>	\$18.98	\$19.18	\$19.48
<b>Carpenter/Pipefitter <i>S/U</i></b>	<b>\$18.66</b>	<b>\$18.86</b>	<b>\$19.16</b>

**SCHEDULE "B"**  
**CLASSIFICATION AND RATES**  
**New Hire Classification and Rates**

Classification	Effective 3/15/92	Effective 3/1 5/93	Effective 3/15/94
Shear Operator	\$16.84	\$16.94	\$17.14
Stab Forge Operator	\$16.94	\$17.04	\$17.24
Forge Relief	\$16.94	\$17.04	\$17.24
Set Up Shear Forge	\$ .15 Above Highest Rate		
<b>Swedge</b> S/U Operator (Belt Grind-Insert Machine)	\$16.85	\$16.95	\$17.15
Stab Board Repair And Maintenance	\$17.09	\$17.19	\$17.39
Stab S/U Trainee & Board Repair	\$16.55	\$16.65	\$16.85
Upset Operator	\$16.94	\$17.04	\$17.24
Torsion Set Up (Upset, Torsion Bar Heat Treat Line, Offline)	\$ .15 Above Highest Rate		
Torsion Bar Set Up Trainee	\$16.55	\$16.65	\$16.85
<b>345</b> Line Group Operator	\$16.84	\$16.94	\$17.14
Offline Group Operator	\$16.84	\$16.94	\$17.14
<b>229/321</b> Line Group Operator	\$16.84	\$16.94	\$17.14
<b>S/U</b> Former	\$17.09	\$17.19	\$17.39
Oil Quench	\$16.84	\$16.94	\$17.14
Inspection Auditor	\$16.75	\$16.85	\$17.05
Stab Shotblast <b>S/U</b> Operator	\$16.84	\$16.94	\$17.14
Reamer/Rubber/Bushing <b>S/U</b> Operator	\$16.84	\$16.94	\$17.14
L Car Welder <b>S/U</b> Operator	\$17.09	\$17.19	\$17.39
<b>CNC Spline</b> Roller <b>S/U</b> Operator	\$17.09	\$17.19	\$17.39
<b>A.M.D.</b> <b>S/U</b> Operator	\$17.09	\$17.19	\$17.39
Salvage <b>S/U</b> Operator	\$16.41	\$16.51	\$16.71
Bush & Sleeve <b>S/U</b> Operator	\$16.84	\$16.94	\$17.14
Light Up Burner Repair	\$16.53	\$16.63	\$16.83
Greaser/Oiler	\$16.49	\$16.59	\$16.79
Crane Operator	\$16.41	\$16.51	\$16.71
Lift Truck	\$16.84	\$16.94	\$17.14
Sweeper/Sanitation	\$16.52	\$16.62	\$16.82
Shipper Receiver/Trucker	\$17.03	\$17.13	\$17.33
Stab & Torsion Bar Technician	\$17.43	\$17.53	\$17.73
Stab & Torsion Bar <b>S/U</b> Technician	\$17.68	\$17.78	\$17.98
Box Maker & Pallet Repair	\$16.87	\$16.97	\$17.17



**SCHEDULE "B"**  
**CLASSIFICATION AND RATES**

**New Hire Classification and Rates**

Classification	Effective	Effective	Effective
	3/15/92	3/1 5/93	3/1 5/94
Cadillac Assembly	\$1 6.84	\$16.94	\$17.14
Friction Welder	\$ 7.09	\$17.19	\$17.39
Plant Chairperson	\$1 7.06	\$17.16	\$17.36
General Labour	\$16.11	\$16.21	\$16.41
Electrician	\$18.70	\$18.90	\$19.20
Truck Mechanic	\$18.83	\$19.03	\$19.33
Machine Repair	\$18.66	\$18.86	\$19.16
<b>Carpenter/Pipefitter</b>	\$18.50	\$18.70	\$19.00
Tool & Die Maker	\$18.76	\$18.96	\$19.26
Tool & Die Maker S/U	\$18.91	\$19.11	\$19.41
Electrical S/U	\$19.06	\$19.26	\$19.56
Machine Repair S/U	\$18.89	\$19.09	\$19.39
Trucker Mechanic S/U	\$18.98	\$19.1a	\$19.48
<b>Carpenter/Pipefitter S/U</b>	\$18.66	\$18.86	\$19.16



APPENDIX "E"  
LETTERS OF UNDERSTANDING



Rockwell International  
Suspension Systems Company

No. 1

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

All references to "Stationary Engineers", "Bumper Operations and Leaf Spring Operations" will be deleted from the Local Agreement at this time, subject to agreement that should any of these functions commence operations again at this location, the contractual language which was in effect at the time will prevail.

Further to this, if Stabilizer Operations are returned to Raleigh St., classification as outlined in the classifications listed in the 1977-1980 contract will prevail.

In addition the 1986 contract removed the following classifications, Feeder, Module Setup Operator, Turn & Thread Machining Setup, Turn and Thread Machining Operator, Turret Lathe Operator, Machinist (All Around), Grinder ( All Around) from the agreement. If in the future these classifications are re-activated the language in effect in the 1983-1986 agreement will prevail.

It is further agreed that any deleted classifications listed in the 1989 and/or 1992 Local Collective Agreements will be re-activated with the appropriate 1989 or 1992 language should such work be returned to the Chatham Plant.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

No. 2

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

The Company will grant leave of absence without pay not exceeding one hundred and twenty (120) days to an employee for the time during which he is serving sentence of imprisonment imposed on a conviction arising from the operation or use of a motor vehicle.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

The parties, during the 1992 negotiations discussed the implementation of the Apprenticeship Program in the Chatham Plant.

The Company will make every effort to implement the Apprenticeship Program, during the life of this agreement. If for any reason the Company may not be able to implement this program, the Company will discuss the problem with the Local Plant Chairperson and the Skilled Trades Representative in an attempt to resolve this issue.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

No. 4

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1989-92 negotiations the parties discussed the training of Lift Truck Operators and have implemented a program which, if successfully completed, licenses Lift Truck Operators for a two year period. This program will remain in effect and will be expanded during the life of this agreement to cover all employees includes Skilled Trades who may wish to be trained as lift truck drivers.

The program will consist of instructors and testing by qualified personnel as determined by the Company and the Union.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International**  
**Suspension Systems Company**

No. 5

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

When operators are required to clean out a high heat furnace and/or a draw oven, due to breakdowns or jam ups in the furnace or oven, their time for such work is to be recorded separately and authorized at average earnings. Only employees who assist in this work are to receive their average. Other time spent waiting for repairs is to be paid at the employee's base rate.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

The parties have agreed during recent negotiations the following areas in the St. George St. Plant will be represented by two committeepersons and these areas will be as follows:

**AREA NO. 1**

- |   |                               |
|---|-------------------------------|
| - Upsetters (9137)                              | - Packer Checker              |
| - T.B. Heat Treat                               | - Shipper Receiver/Trucker    |
| - Stab. Finish (Stab. Shot<br>Blast & Magnaglo) | - Machining                   |
| - L Car Welder                                  | - Salvage                     |
| - Offline                                       | - C N C Lathe & Spline Roller |
| - Bush and Sleeve                               | - Cadillac Assembly           |

**AREA NO. 2**

- |   |                                |
|---|--------------------------------|
| - Shears  | - Board Repairperson & Trainee |
| - Forging   | - Sweeper-Sanitation           |
| - 229/321, Work Group,<br>Setup Former            | - Greaser Oiler                |
| - End Grinder                                     | - Crane Operator               |
| - Yardperson                                      | - Boxmaker/Pallet Repair       |
| - Stabilizer and Torsion Bar<br>Technicians/Setup | - Side Grinder                 |
| - Lightup & Burner Repair                         | - A.M.D.                       |
| - Swedge  | - Friction Welder              |

In addition, the classifications of truckers and auditors will be  
(Continued)



represented by whichever committeeperson is in the plant to represent the above classifications.

NOTE: When the Holcroft Line is running stabilizers, the operators will be represented by the Area No. 2 Committeeperson. When the Holcroft Line is running torsion bars, the operators will be represented by the Area No. 1 Committeeperson.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

The light up person for St. George Plant will perform all light up required during his/her normal work week.

Calling in the light up man during the regular work week for off shift light ups will only happen if there is no one else available in the plant to perform the light up. It is agreed that the Carpenter Pipefitter may be used between the hours of 1:30 p.m. to 3:30 p.m. provided there are no qualified light up personnel on shift during 1:30 p.m. and 3:30 p.m.

In the case of breakdowns, the setup men of the unit involved will relight the furnace, if capable.

The Company agrees to provide gas light up training (where required) through available courses.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the recent negotiations the parties agreed that the Local 127 Plant Chairperson will be assigned the following duties:

- i) Housekeeping duties (which may include sweeping, disposal of rubbish and or washing floor) in the following area, during the regular work week.
  - a) Machine Shop
  - b) Maintenance Shop
  - c) South Lunch Room
  - c) Maintenance Washroom and Shower Room

This agreement will not circumvent or otherwise take away the Plant Chairpersons' right to bid for any job in the Plant at any time.

It was agreed by the parties during the 1986 negotiations that with respect to the Productivity Program, during its development, implementation and operation, the Plant Chairperson's duties will be full time.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the recent negotiations the parties agreed to a definition for the term "Previous Pay Period". "Previous pay period will be defined as cheque in hand on the most current cheque an employee has in his possession with the exception of vacation pay.

This change will have no effect on the Christmas pay calculation as outlined in Article 38 of the Master Agreement. The parties agreed there will be no retroactive calculation or adjustment as a result of this change.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

The parties agreed to during the 1986 negotiations, to amend the classifications as outlined in the previous agreement. The Company agrees that Classifications as listed in Schedule "A" of this Agreement will remain in effect for the life of this Agreement.

The above Agreement is subject to Technological Change and substantial changes due to automation.

To this end the Company agrees should any future modification be required, the parties will discuss and attempt to arrive at a mutual agreement.

The mutual consent of both parties will be required prior to the implementation of the change.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

No. 11

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1986 negotiations the parties discussed the practice of distributing the available work when breakdowns occur.

The procedure will be that the posted employee(s) in the classification will be kept on their posted jobs and non posted employees will be re-assigned.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1986 Negotiations the Company and the Union discussed Union representation with respect to shift rotations. The parties agreed that Union representation will follow the following patterns, a committeeperson who follows his/her shift on a 3 shift rotation will start at the beginning of the 3 shift operation ex: 11 p.m. - 7 a.m. - 3 p.m. and if said committeeperson is slotted in a 1 or 2 shift operation his/her hours will reflect such shift along with any hours within his/her shift for representation and will be paid the applicable overtime rate for hours outside his/her normal 8 hour shift. Overtime will be at the end of the regular 8 hours.  
ex. 3-11 regular shift 11-12 one (1) hour overtime.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1992 negotiations it was agreed between the Union and the Company that the Time Study Committeeperson and his/her alternate will be in need of upgrading and to this end the 'Timestudy Committeeperson will be allowed one (1) day per month over and above the time spent investigating time standards and grievances etc.

It is also understood that added training may be needed to upgrade the skills of the Time study Committeeperson and to this end the Company agrees to give such upgrading to the Time study Committeeperson.

The one (1) day may be extended by mutual agreement between the Union and the Company. All training will be at the sole expense to the Company.

Yours truly,

J.R. Simard  
Industrial Relations Manager





Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1992 negotiations it was agreed that, overtime may be worked in the following manner: If three (3) shifts are scheduled, the first shift to be worked will be 11:00 p.m. to 7:00 a.m., the second shift to be worked will be 7:00 a.m. to 12:00 noon, the third shift to be worked will be 12:00 noon to 5:00 p.m. The preceding hours will apply to scheduled three (3) shift operations only. If two (2) shifts are scheduled in a three (3) shift operation then the work hours will be 11:00 p.m. to 7:00 a.m. and 7:00 a.m. to 3:00 p.m.

Where a two (2) shift operation is in effect and overtime is scheduled in excess of eight (8) hours (one (1) shift), the overtime will be scheduled in the following manner. Days - 7:00 a.m. to 12:00 noon; afternoons - 12:00 noon to 5:00 p.m.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

No. 16

Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

During the 1992 negotiations the parties agreed that Work Groups may be implemented at the Chatham Operation during the life of this Collective Agreement, following discussion and mutual consent between the Company and the Union.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. Les Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

As stated in Appendix "C" the main body of the Process Control Task Force will be the Company Industrial Engineer, the Union Time Study Committeeperson, the Plant Chairperson, and the Industrial Relations Manager.

The Industrial Engineer will be responsible for setting the methods of operations prior to cycle reviews being done and making sure all concerned are informed of these methods.

The Industrial Engineer and the Time Study committeeperson will then do studies and work with other Task Force members, (i.e. Quality Control, etc.) to determine cycle times.

Cycle times, etc. will be reviewed with Plant Chairperson and Industrial Relations Manager prior to implementation.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

**No. 18**

Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

If the Company requires operators to work during a washup period, the Company agrees to pay overtime premium for this time. It is understood that working during a washup will be voluntary.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Dear Sir:

With the implementation of the Daywork Plan in the Chatham Facility on March 15, 1989 a number of changes will occur.

One change will be that the Performance Sharing Plan as we know it today will no longer be in effect, as the Hours Formula portion will be invalid. We feel the name of this Plan should be changed to "Process Improvement Plan", and as we will still be using the other 3 segments of this Plan, a committee will be required.

This committee will then be known as the Process Improvement Committee and will govern this plan. This committee will consist of the Local Bargaining Committee (4), the Manufacturing Manager, and the Industrial Relations Manager.

Prior to March 1, 1992 the Company agrees to meet with the local Union Committee to update the remaining portions of the Plan (Scrap, Quality Awards, and Suggestions).

If the parties cannot reach agreement by March 1, 1992 the current Process Improvement Plan will remain in effect for the life of the 1992 Collective Agreement.

Yours truly,

J.R. Sismard  
Industrial Relations Manager



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

It is agreed to between the parties that all Chatham jobs as of March 16, 1992, which have a base rate exceeding \$18.00 per hour will have their wage and rate adjusted as follows in the 1992 Collective Agreement.

(1) C.O.L.A. adjustments and Annual Improvement Factors resulting from the 1992 Collective Agreement will be paid on a quarterly lump sum basis calculated on actual hours worked. Overtime premium payments will not apply to such payments listed above.

(2) Following the last C.O.L.A. adjustment of January 1995, the parties will develop a revised rate for the Classifications affected which will include from a minimum of \$.02 per hour to a maximum of the January 1995 quarterly incremental C.O.L.A. adjustment. Such rate changes will become effective March 14, 1995.

The objective of the parties is to create a competitive future wage rate. Such rate adjustment is predicated on the assumption there will be a normal C.O.L.A. fold in March 1995.

The published rates listed in the 1992 Collective Agreement will be equivalent to the March 15, 1992 published rate, which included the March 15, 1992 base rate plus C.O.L.A. fold in as negotiated during 1992 Negotiations.

Yours truly,

Concurrence:

J.R. Simard  
Industrial Relations Manager

Jim M. Fowler  
Director, Industrial Relations



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

**Subject: Product Development - Stand Alone  
Application**

As discussed and agreed to during meetings held the week of March 11, 1991, the parties agree that the defined Product Development area will be a stand alone operation in respect to outside production personnel performing product development duties within the defined Product Development Area.

Defined Product Development Area means the existing area as per floor layout presented to the Union. Forming Board(s) will not be utilized in this area-everything stays status quo. Product to be run outside the above defined area will be done by the appropriate employees as per their classification on straight time and or overtime. If in the future the existing defined area is re-defined, the parties may discuss and implement changes to the existing letter.

It is further agreed, that service parts will be produced by Product Development personnel, where production tooling is not available.

This letter will not negate or circumvent the Collective Agreement, but will form part of the Collective Agreement.

For the Company  
J.R. Simard  
B.V. Sanson  
P. Persaud

For the Union  
L. Morrell  
B. Fotherby  
P. Dillon  
D. Irwin



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

Subject: Company Identified Special Projects

As discussed during meetings held the week of March 11, 1991, the parties agree to address special projects in the following manner:

- a) The company will meet with the Plant Chairperson and discuss the specifics of the proposed special projects.
- b) A list of special qualifications will be jointly developed between the parties.
- c) Specifics such as shift assignment, job duties, etc., of the person assigned to the special project will also be jointly developed between the parties.
- d) A "Special Project" will be filled in the following manner:
  - 1) The Company agrees to give first opportunity to the most senior qualified employee bidding on the Special Project temporary posting
- e) The successful bidder will not give up his/her regular posting but will not have rights to any overtime on his/her original job during the "Special Assignment".
- f) The job(s) left vacant will be temporarily posted as per Article 4.

This letter will not negate or circumvent the Collective Agreement, but will form part of the Collective Agreement.

Yours truly,

J.R. Simard  
Industrial Relations Manager





**Rockwell International  
Suspension Systems Company**

No. 23

Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

The Company agreed to withdraw Company proposal Letter 23.

The Company and the Union agreed to jointly meet and review all applicable past letters prior to February 1, 1992.

Yours truly,

J.R. Simard  
Industrial Relations Manager



**Rockwell International  
Suspension Systems Company**

No. 24 Page 1 of 2  
November 23, 1991

Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

The Parties agree to implement the work groups in accordance with the terms listed below, and job rotation information listed in each work group.

Work Group	Work Groups		Offline
	345 Line "A"	345 Line "B"	
Classification	345 Line Group Operator		Offline Opt
Rate of Pay	Rates as Per Schedule (A)		
Compensated Washup or Breaks	.3	.3	0
Max Relief periods Per Day	8	8	8
Dinner Period/Washup	30 min	30 min	35 min
Total Manning	-----6----- 3		3
Spline Manning	3 most senior combined groups		3
Overtime Notes	Senior Employees From Combined Group with Least Amount of O/T		Senior Employee In Classification With Least Amount of O/T
Work Group Employees will perform the current Duties of the listed Prior Class.	Rover Paint All Relief Inspection	Magnaglo Preset All Relief Inspection	Magnaglo Preset All Relief Inspection
Posting of Jobs	No	No	No
Reduction of Manpower:	Most Junior Employees From Combined Groups		Most Junior Employees within Group
Rotation	Group A & B Group will Rotate on Alternate Weeks		Rotation Within Group
Additional Information	* Based on 3 shifts * Assist on Setups		* Based on 1-2 shifts * Assist on Setups

(Continued)

It is further agreed and understood that the relief periods, wash-up, and dinner relief periods listed above will not increase due to various relief structures included within the collective agreement (unless mutually agreed to between the Company and the Union) This letter applies to all employees who work within any of the defined work groups as listed above. The rates listed above do not include **C.O.L.A.** Compensated **washup** or break periods only apply if **washups** or breaks not taken (voluntary).



**Rockwell International  
Suspension Systems Company**

No. 24 Page 2 of 2  
November 23, 1991

Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

The Parties agree to implement the work groups in accordance with the terms listed below, and job rotation information listed in each work group.

Work Group	Work Groups	
	229 "A"	321 "B"
Classification	229/321 Line Group Operator	
Rate of Pay	Rates as Per Schedule (A)	
Compensated Washup or Breaks	0	0
Max Relief periods Per Day	8	8
Dinner Period/Washup	35 min	35 min
Total Manning	3	3
Spline Manning	N/A	N/A
Overtime Notes	Senior Employee From Combined Group with Least Amount of O/T	Senior Employee In Classification With Least Amount of O/T
Work Group Employees will perform the current Duties of the listed Prior Class.	Former Fitter Draw, Inspection, All Relief	Former, Fitter Draw, Inspection, All Relief
Posting of Jobs	No	No
Reduction of Manpower: -	Most Junior Employees From Combined Groups	Most Junior Employees within Group
Rotation	Rotate as per weekly work Schedules	Rotate as per weekly Work Schedules
Additional * Information *	* Based on 1-2 shifts * Assist on setups * Oil Quench not included in group	* Based on 3 Shift * Assist on setups
		* Lift truck * Maintains Shot 321 * Dust Collector, 321 & 345 line

(Continued)

It is further agreed and understood that the relief periods, wash-up, and dinner relief periods listed above will not increase due to various relief structures Included within the collective agreement (unless mutually agreed to between the Company and the Union) This letter **applies** to all employees who work within any of the defined work groups as listed above. The rates listed above do not include **C.O.L.A.** Compensated **washup** or break periods only apply if **washups** or breaks not taken (voluntary). Lift truck duties cover previously performed duties by **set-up tongman** (Former). All set-up men will perform **OPC/Quality** checks where required.



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

**Subject: Product Development Back-Up Personnel**

As discussed and agreed to during meeting held the week of March 11, 1991, the parties agree to develop a list of employees to be used as Product Development back-up personnel to replace technicians during any time of temporary absence (less than 45 days) or to fill temporary Product Development increased manpower needs.

To facilitate the above, employees (jointly agreed upon) will be trained by Product Development personnel according to the training modules currently in place. Employees to be trained will receive the rate of pay they are entitled to receive by virtue of their posted classification and/or choice of jobs at the beginning of each work week. The employee who accepts this assignment will retain his/her regular posting, but will not have rights to any overtime on his/her original job during the Product Development area assignment.

This agreement will ensure that trained personnel are performing Product Development functions which are the focus of our future business.

This letter will not negate or circumvent the Collective Agreement, but will form part of the Collective Agreement.

If an employee is returned to Product Development Department following his/her initial training for a temporary assignment  
(Continued)

he/she will continue to be eligible for overtime in his/her posted classification as per the Collective Agreement.

**For the Company**

J.R. Simard  
P. Persaud  
B. Sanson

**For the Union**

L. Morrell  
P. Dillon  
R. Fotherby  
D. Irwin  
W. Zilio - National Representative



Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

As discussed during the 1992 local negotiations the Company and Union agree that sanitation personnel may be scheduled to work weekend overtime on a non-rotational basis, after discussion between management, committee person and sanitation personnel.

Yours truly,

J.R. Simard  
Industrial Relations Manager





Mr. L. Morrell  
Plant Chairperson  
C.A.W. Local 127  
Chatham, Ontario

As discussed during the 1992 local negotiations it was mutually decided that the Shipper Receiver/Trucker classification would be better utilized on an overlap shift basis and this would be considered as a non overtime situation. The utilization on an overlapping shift basis **may** be implemented after Ratification but no later than March 15, 1992.

The hours of work for the Shipper Receiver/Trucker(s) will be 7:00 a.m. to 3:30 pm. for the day shift and 12:00 noon to 8:30 p.m. for the afternoon shift. Any change to the above hours of work must be mutually agreed to between the Company and the Union.

It is agreed to between the parties to implement the above procedure January 17, 1992.

Yours truly,

J.R. Simard  
Industrial Relations Manager



Mr. L. Morrell  
Plant Chairperson  
Local 127  
Chatham, Ontario

During the 1992 negotiations it was decided that we would implement the position of auditors at the Chatham Plant. The duties of this position will be mutually agreed to by the Union Committee and the Company prior to March 1, 1992.

These positions will be offered to the current Stabilizer Inspectors. Should they not accept these positions the remaining openings will be posted until the three positions are filled.

Yours truly,

J.R. Simard  
Industrial Relations Manager

**APPENDIX "C"**  
**OPERATION OF DAYWORK PLAN AND**  
**ESTABLISHMENT OF PROCESS CONTROL CYCLES**

1.00 The basic principle of fair play and equity shall govern in the interpretation and administration of Process Control Cycles.

1.01 Process Control Cycle requirements will be established by a Process Control Task Force. The main body of the Task Force will be the Company Industrial Engineer and the Union Time Study Committeeperson, Manager Industrial Relations and Plant Chairperson.

The balance of the committee may vary in number dependant upon the operation being reviewed, and will consist of operator(s) and whatever management personnel required. (e.g. Quality Control)

1.02 The Task force shall establish process control cycles using snap-back stop watch time studies, predetermined time study methods and/or standard data compiled from previous studies. These studies shall be used by the Task force to determine process control cycles, but in no way do they limit the increase or decrease of the process control cycle requirements depending on the findings of the Task force.

1.03 It is clearly understood that both parties endorse the principle of a fair day's work for a fair day's pay.

1.04 When a dispute arises regarding a process control cycle, the employee(s) will take the matter up with his/her foreman and his/her committeeperson. If the supervisor cannot resolve the dispute he/she will notify the Process Control Task force. The Task force will conduct an investigation and evaluate the facts in dispute. They will provide the supervisor and employee(s) with a reply concerning their findings on the disputed process control cycle.

If the matter is not adjusted at this stage, a further appeal may be lodged as provided in the grievance procedure as per Article 10 of the Master.

1.05 Basic Principles for Establishment of Process Control Cycle Requirements. When operations are being reviewed for the purpose of establishing Process Cycle Requirements the following conditions will prevail

(a) The operator must be informed that his/her operation is to be reviewed

(b) The operator must be completely familiar with the prescribed method.

(c) The operator will not be serviced or assisted by anyone, except those whose job it is to service and assist.

(d) The review will be taken under normal working conditions using stock and materials which the operator can normally expect to receive.

1.06 Process Control Cycles will be established on the basis of a normal experienced operator(s) working at a normal pace which can be maintained throughout the work shift.

1.07 All scrap or sub quality production shall be counted as pieces produced but will be recorded separately.

1.08 An operator will not be held accountable for any condition(s) over which he/she has no control and such conditions(s) will be recorded.

1.09 Each employee will be responsible for accurately recording his/her production and time spent on job assignments each day in the method prescribed by the Company.

1.10 In the event there is a non posted person working in a classification where a study is required, said employee must have worked 24 hrs. on the operation with the part which is to be studied.

**Implementation of Process Control**

For the purpose of implementing Process Control Cycles in the plant, the Process Control Task Force will use current production benchmarks (by part number) as a starting Process Control Cycle for all operations.

**Period of Agreement**

This Agreement will be effective as of March 15, 1992 and will continue in effect until March 14, 1995.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 15th day of March, 1992.

**FOR THE COMPANY**

J.R. Simard  
L.J. Parent  
B. Sanson

**FOR THE UNION**

L. Morrell  
R. Malm  
P. Dillon  
D. Irwin  
R. Fotherby  
W. Zilio - National Representative

**MILTON  
MEMORANDUM OF  
AGREEMENT**

between

**ROCKWELL INTERNATIONAL  
SUSPENSION SYSTEMS COMPANY  
MILTON, ONTARIO  
Hereinafter called "the Company"**

and

**NATIONAL AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS UNION  
OF CANADA  
(CAIN-CANADA)  
LOCAL No. 1067  
Hereinafter Called "the Union"**

**March 15, 1992 - March 14, 1995**



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**Article 1 - Union Representation**

1.01 The Company agrees to recognize a Plant Committee consisting of three members to deal with any matter arising during the lifetime of the Agreement. The Company further agrees to recognize a three member bargaining committee to deal with Collective Bargaining, who shall be selected from the Plant Committee under Number 3 of this section. It is understood the Plant Chairperson shall be one of the committee members of the above committees and the President of Local 1067 shall be included as one of the committee, provided the President is an employee of the Company. When the President of Local 1067 is not an employee of Rockwell International Suspension Systems Co. he/she will not be included in the bargaining committee but may be invited by the negotiating committee to attend meetings as an observer.

1.02 Should there be a substantial increase in the working force that would necessitate a rezoning and additional representation in the plant, the matters shall be the subject of negotiations between the parties.

1.03 The Company agrees to recognize a Plant Committee and alternates, plus the Plant Chairperson and alternate chairperson for the purposes of representation in the plant in which they are respectively employed.

The Company agrees to recognize three (3) grievance zones to be allocated as follows:

**Zone A - Coil Lines**

Zone B - Sta-Bar, Product Development Line (P-D), Peeler, Pointer, No. 4 Coil Line

Zone 3 - Maintenance and Skilled Trades.

Changes may be made in the above zones after mutual agreement between the parties.

1.04 Committeeperson as provided in Clause 1.03 for the purpose of representation will be continued at work while work is available within their grievance zone.

1.05 For the purpose of representation, the Plant Chairperson and President, if the President is an employee, will be



continued at work while work is available within the plant.

1.06 An employee when elected as the President of Local 1067, CAW, or as the Plant Chairperson, shall not, so long as such employee retain said office, be required by the Company to work any shift the regular quitting time of which is later than 4:30 p.m.

1.07 The parties agree that only those members of the Union Local who are employed by the Company may be elected as Plant Chairperson or Committeeperson.

1.08 The Union agrees to supply the Company with a list of all Committeepersons and their respective zones of operation and will keep such list up to date at all times. It is understood that only employees who have completed their probationary period will be eligible to hold any Union office. The Company agrees to post a list of all their Supervisors and those employees of the Company who are above the rank of Supervisor, who will be dealing with the Plant committee, and will keep such list up to date at all times. It is also agreed that the Company will post quarterly on the bulletin board employees holding supervisory capacity positions.

(a) Union reserves the right to appoint Committeepersons and Alternates in each Zone when they have three (3) or more employees in each Zone.

(b) Committeeperson and Alternate are to hold a classification or work in the Zone each represents.

(c) Company to advise union and employees of their Zone for Union representation in the miscellaneous groups after discussion with the Union

(d) Company to recognize Alternate only in the absence from the plant of regular Committeepersons.

1.09 Allocation of Committeeperson.

The Chairperson and Alternate Chairperson will have overall jurisdiction.

DAY SHIFT

Zone A - One Committeeperson and One Alternate

Zone B - One Committeeperson and One Alternate

Zone C - One Committeeperson and One Alternate

**AFTERNOON SHIFT**

Zone A - One Committeeperson and One Alternate

Zone B - One Committeeperson and One Alternate

Zone C - One Committeeperson and One Alternate

**NIGHT SHIFT**

Zone A - One Committeeperson and One Alternate

Zone B - One Committeeperson and One Alternate

Zone C - One Committeeperson and One Alternate

**1.10 Union Representation for overtime purposes only:**

(a) The Committeeperson shall be continued at work if three (3) employees or more are at work in his/her jurisdiction.

(b) The Plant Chairperson shall be employed as long as there is overtime work available for ten employees, or if there are insufficient employees working on overtime in the plant to warrant bringing in the Committeeperson.

(c) Such Committeeperson may be assigned to perform work not previously scheduled or work for which an employee had failed to report to show, but in all such cases the Company will make every effort by telephone to call in employees in the same classification as held by the scheduled employee with the help of the Plant Chairperson, or if absent, the Alternate, or in the absence of both, the Committeeperson. Where the Plant Chairperson or Alternate Chairperson is available to help telephone the employee to be called in, it is understood the regular Committeeperson will fill in on the scheduled job until the replacement employee reports at the work station. Should the Company, with the Union's help, be unable to obtain a replacement the Committeeperson shall fill in for the absent employee, if necessary, for the entire overtime shift.

(d) On a schedule overtime when a Committeeperson cannot work overtime, the Company shall recognize the Alternate Committeeperson, provided the Company has been given one (1) hour's notice by the Committeeperson prior to the end of the shift.

(e) When unscheduled overtime is to be worked and the Committeeperson cannot work, the Company shall recognize and notify Alternate.

**Article 2 - Transfers**

2.01 Employees who are permanently transferred from their classification shall do so consistent with their seniority under

the terms of this Agreement.

2.02 Employees who are temporarily transferred from the classification shall do so consistent with their seniority provided they can do the full job following normal introductory instructions. On temporary transfers to higher paying jobs within the department senior employees within the classification reduced shall be given preference to the transfer.

- (i) Employees transferred because there is a lack of work in their job, or transferred in a layoff sequence will take the rate of the job to which they transfer. Employees transferred for any other reason will take the rate for the job or their own rate, whichever is higher.
- (ii) Employees temporarily transferred under this article will return to their classification where work is available for eight (8) hours or more and prior notice has been given to the Company of absenteeism.

2.03 Set-up persons will have top seniority while working in their own group, but if transferred to another group to do work, they will take their own plant-wide seniority. Set-up persons are responsible for the direction of the work under their jurisdiction, as well as set up equipment and dies, and will instruct the employees in their group.

A Set-up person does not have disciplinary authority and shall not make any written or oral disciplinary reports to the Company.

In Layoff situations Set-up persons may be retained at work in their classification out of line of seniority as long as there are not qualified senior employees who have demonstrated that they are capable of doing the work.

#### Article 3 - Layoffs and Recalls

3.01 When the Company determines it is necessary to curtail production in a department or in the plant as a whole for a period exceeding four (4) work days, employees will be laid off on the basis of their plant-wide seniority, probationary employees first, then commencing with the the employees with least seniority, provided that the employees to be retained are able and willing to do work available. Those employees laid off will retain their classifications for four week;. If they are not

recalled to work for the first regular work day following a four (4) week lay-off, their jobs will be subject to the job posting procedure in Article 5.

3.02 When the Company determines it is necessary to curtail production for a period not exceeding four (4) work days, it is agreed that the employees may be laid off, and the Company will not be obliged to follow the seniority provisions.

However, no employees may be laid off for more than 'twenty (20) working days without regard to their seniority according to this clause during the life of this Collective Agreement.

3.03 (a) In the adjustment of the working force prior to the jobs postings procedures.

(i) Displaced employees retained at work will be placed in the resulting vacancies within their department consistent with their seniority.

(ii) Displaced employees retained at work and not assigned in accordance with 3.03 (a) (i) shall be given preference consistent with their seniority to fill available jobs within the plant.

(b) Jobs not filled through the posting procedure will be filled by employees retaining the classification consistent with their seniority.

3.04 The Temporary layoff provisions shall not be used for the purpose of avoiding Company-wide seniority adjustments by scheduling a series of temporary layoffs.

3.05 When the Company considers it necessary to increase the number of employees in the bargaining unit, employees with seniority rights shall be recalled, in line with their plant wide seniority.

3.06 Thereafter, in a rehire after a layoff, the Company will recall probationary employees with twenty (20) days of service who have been laid off.

3.07 Probationary employees who are separated from the payroll of the Company due to a reduction in staff shall be

informed at time of separation whether they are permanently laid off or will be recalled.

**3.08 Notification of Layoff and Recall**

When a layoff lasting more than four (4) days is about to become effective, the Committee and the employees will be notified as far in advance as possible but in any event no later than five (5) working days in advance of the layoff to enable the Committee to check the seniority list to make sure that employees are laid off in their proper order.

3.09 When recalls are made after such layoff, the Company will recall by telephone with the Plant Chairperson, or the Alternate Chairperson, or a Committeeperson in attendance. If employees refuse to accept the recall, or cannot be reached by telephone, the Company shall send registered letters to the employees, but in the meantime may fill necessary vacancies by recalling other employees in line with seniority by telephone. When the employees recalled by registered letter appear on the date indicated in their letter, they will displace the employee holding the least amount of seniority in the plant.

**Article 4 - Exceptions to Seniority**

4.01 Employees who must through medical evidence work a steady day shift temporarily will not be eligible for job postings or overtime assignments. Said employees will also give up their classification temporarily.

**Article 5 - Filling of Job Vacancies**

5.01 All openings, with the exception of those jobs that have trainee classifications, shall be posted plant-wide for fortyeight (48) hours.

5.02 The employees having the greatest amount of seniority and who are able and willing to perform the job required shall be entitled in filling the opening to preference over any employees having less seniority.

5.03 Employees working in that classification which is posted as an opening will notify their supervisor, in writing, during the hours of the posting that they request the job vacancy. The Union will be given a copy of the written notification. Preference will be given to the senior employee, and there will be a limit of

three moves for each job posting under this article. Job postings will include information in which classification preference requests can be made.

This clause shall only apply to permanent job postings.

5.04 An applicant may not obtain more than two (2) separate jobs in a twelve (12) month period through the job posting procedure unless the job is abolished or new jobs are created as a result of the introduction of new equipment or processes in which case a third Bid will be allowed in the twelve (12) month period. Apprenticeship applications will not be considered a job bid under this Article.

5.05 Prior to the filling of job openings, said openings shall be discussed between the Company and the Union.

5.06 The Company has the right to fill job openings temporarily, subject to job posting procedure, and such transfers shall be discussed with the Union.

5.07 The Company shall provide proper forms in triplicate for employees to apply for a job opening, one copy to be retained by the Company, one copy to be retained by the employee, and one copy to be submitted by the employee to the Plant Chairperson. Copies of all job openings which are posted shall be submitted to the Plant Chairperson.

Employees must place their application in the job posting box no later than 10:00 a.m. on the Wednesday following the job posting. The successful applicant's name shall be posted on Wednesday afternoon.

5.08 All job openings must be posted by 10:00 a.m. on the Monday following the occurrence of the vacancy. The successful applicant filling the vacancy will be placed on the job on the Monday next ( or Sunday if applicable) following; which is the beginning of the work week.

5.09 The successful applicant to the job opening shall be required to accept the job.

(a) Re Trainee Classification - Employee must be upgraded when the opening in the classification occurs, by the length of service in the trainee classification.

(b) Upgraded trainees may not bid directly back to the same trainee classification.

(c) Trainees upgraded resultant to operational increases will attain permanent status after four (4) continuous weeks on the job.

5.10 The procedure as to the posting of temporary vacancies will be governed by agreement between Management and the Bargaining Committee and will generally be as follows:

- (1) It is agreed that temporary vacancies will not be posted unless there is an opening for at least a four week period.
- (2) Temporary vacancies will be posted Plant wide.
- (3) An employee cannot hold more than two temporary postings in a twelve month period.
- (4) Employees will not be permitted to bid for another temporary vacancy so long as they are holding a temporary posting.
- (5) Temporary openings will be reposted after twelve (12) months.
- (6) Employees holding a temporary posting who bid on a permanent posting will be required to take the permanent opening as per the job posting procedure.
- (7) Temporary job postings of actual duration less than four (4) weeks will not be counted as a bid.
- (8) Each temporary opening will be posted to a maximum of 3 postings.

**Article 6 - Overtime Allocation**

6.01 Overtime will be equitably distributed among those employees in their classification.

6.02 If the overtime to be worked is in excess of the amount which can be handled by the employees who are entitled to this work, then additional employees with the least amount of overtime will be added from the same zone.

6.03 If further additional employees are needed, then those employees with the least amount of overtime in the plant will be added providing they are willing and able to do the work concerned.

6.04 On a call-in overtime opportunity, the Company shall have a Union representative present as outlined in Clause

1.10(c) when making telephone calls provided such representative is present in the plant.

6.05 The Company shall charge, record daily and post weekly overtime hours worked by all employees.

(a) Employees holding a classification through a temporary job posting, or employees who have worked thirty-two (32) hours in the said classification immediately prior to the overtime being required (except for temporary transfers for minor periods of time) will assume the overtime hours of the absent employee. This clause will not apply to employees classified and posted as Utility unless mutually agreed.

(b) Employees transferring through a permanent job posting or through adjustment of the work force (this does not apply to Committeepersons) or new employees, shall be given the average hours of the classification.

(c) All hours of overtime worked or paid shall be charged.

(d) All overtime hours refused or not worked for any reason shall be recorded and charged with the exceptions of an employee's vacation period and hours of attendance at a scheduled Union Meeting.

(e) Employees who have accepted an overtime assignment and do not report or advise the Company (prior to the lunch period of their last regular scheduled workday) will be charged triple for that overtime assignment.

(f) One two (2) shift operations when overtime is scheduled alter the end of the second shift, employees will be asked to work the overtime prior to the lunch break.

(g) The Committeeperson from the zone requiring the majority of employees for overtime will assist the Supervisor in drafting the overtime list and canvassing said employee for overtime. When the committeeperson from the zone requiring the majority of employees for overtime is unavailable the Alternate will be used, if both are unavailable the duty will be that of the Committeeperson (or Alternate) of the other zone.

(h) Persons returning to work from absence due to Accident and Sickness or Workers Compensation will be reaveraged into the overtime record provided the absence has been four (4) consecutive work weeks or more beginning on a Monday.



**Article 7 - Hours of Work**

7.01 The Company does not guarantee to provide work to any employee for regular assigned hours or for any other hours, but will discuss with the Plant Committee any change in hours before such change is posted. The Company shall post in the plant the schedule of starting and quitting times for the different shifts. Before any change is made in shift hours, or before any extended period of overtime is scheduled, it is understood and agreed that any change of shift hours will be discussed with the Union.

7.02 The hours of work shall be consecutive once started and the Company agrees no employee shall be required to work a steady afternoon or night shift.

When more than one (1) shift is being worked, employees so working shall alternate in the case of two (2) shifts, or rotate in the case of three (3) shifts every two (2) weeks, unless otherwise mutually agreed to between the parties.

7.03 On such jobs as feeding furnaces, unloading draw ovens, lighting fires, or any other jobs which require a different starting and stopping time than the regular starting and stopping times, such employee will be paid overtime only for the time worked in excess of eight (8) hours per day or forty (40) hours per week.

Such schedules will be posted bi-weekly.

On shot blast operations the parties agreed that the work schedule and lunch periods shall be arranged so that no piling down is required except beyond planned control.

7.04 Total Regularly Assigned Hours of Work Per Week:

Day Shift	Afternoon Shift	Night Shift
40	40	40

The present starting and stopping times for a one (1) and a two (2) shift operation are:

Day Shift	7:00 a.m. to 3:30 p.m.
Afternoon Shift	3:30 p.m. to 12:00 midnight

The present starting and stopping times for a (3) shift operation are:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

1/2 hour lunch periods

The parties recognize that other schedules of work are in effect to cover special operating needs such as are outlined in clause 7.03.

The commencement of the work week shall be 11:00 p.m. Sunday night.

**Article 8 - General**

8.01 Where employees have been injured or are returning from illness to their job which as agreed to by the parties is a physically demanding job, the employees will be given reasonable help for a few days to enable them to regain their strength before being required to do the full job.

8.02 All time sheets of each employee must be approved by the shift supervisor. Employees will be notified through the supervisor of any change made to their time sheet.

8.03 The parties will continue to co-operate in the rehabilitation of employees with drug, alcohol, or similar problems and where appropriate, the employee will continue on S and A benefits.

The Company agrees to continue to provide boot replacement and clothing repair or replacement if ruined on the job because the employee was required to perform an unusual job.

**Article 9 - Skilled Trades**

9.01 The Conditions governing recognition, representation of other working conditions applicable to the skilled trades, shall apply to employees in the following classifications, except as may be altered by this article. Additional classifications may be negotiated by the parties during the life of this Agreement.

- (a) Tool and Die Maker
- (b) Electrician
- (c) Millwright
- (d) Industrial Welder
- (e) Lead Hand and Set-Up

9.02 Seniority in the skilled trades shall be non-interchangeable occupations or trades within a department or group of departments. Seniority lists shall be by basic trades or classifications.

9.03 Employees presently working under classification of trade listed in one of the above as of thirty days following ratification in 1977 shall have their total seniority in their classification or trade.

Future employees entering a classification or trade shall have date of entry seniority in the skilled trades as listed in one of the above.

9.04 Production workers will not carry seniority into the trades or classifications listed in 9.01 above nor will skilled trades workers exercise seniority into production or non-production groups except where a classification or trade listed in 9.01 above is discontinued or eliminated.

Such employees will then exercise their total Company seniority for the purposes of displacing a junior employee in the classification or trade for which they are qualified, or shall exercise all their Company seniority in the general production or non-production groups under the Agreement.

(a) Should skilled trades employees become medically unfit and unable to follow their skilled trade both the Company and the Union will cooperate in endeavouring to place such employees on a job they are capable of performing taking their total seniority with them. However if placed in a non-skilled classification, they shall then forfeit all rights within the skilled trades. Notwithstanding the above, if such employees fully recover which is substantiated by a medical certificate, they may then be fully reinstated back into the trades. Employees so transferred will receive the rate for the job being performed.

9.05 The term Journeyman as used in this Article, shall mean any person who:

(a) are presently working within the Journeyman classification in the Plant as outlined in Section 9.01 or,

(b) have served a bona fide apprenticeship of four (4) years - 8,000 hours and have a certificate to substantiate their claim of such apprenticeship service or,

(c) persons who carry a recognized Journeyman card in any of the foregoing trades or,

(d) persons who have had eight (8) years of practical experience in the skilled trades classification in which they claim Journeyman designation and can prove same.

9.06 Any further employment in the skilled trades occupations as listed in one of the above, after signing of this Agreement, shall be limited to Journeypersons and Apprentices.

9.07 Vacancies in the skilled trades classification shall be filled first by job posting. If no suitable applicants are available, new employees may be hired.

9.08 In the event of an increase or decrease in force in any skilled trade or classification as designated above, the following procedure shall apply:

(a) If any employees are to be reduced from any skilled trade or classification, such employees will be laid off or transferred in order of their seniority from such skilled trade or classification, as per flow chart.

AS PER 9.08(a) SKILLED TRADES LAY-OFF FLOW CHART

Tool & Die      Electrician      Industrial Welder      Millwright



TO LAYOFF

ON ANY LAYOFF

(b) Employees affected by a lay-off or cut-back in manpower as per (a) above shall be offered preferential employment over new hires to fill an open acquisition at the Company employment office.

9.09 Recalls shall be made in reverse order of layoffs.

9.10 A set-up person of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in one's regular skilled trades occupation leads or processes the work of two or more employees.

9.11 The Company will discuss with the Union any dispute on job assignments which prevails to the proper classification within the framework of present practices.

9.12 All work performed in the skilled trades shall be done by employees who are covered by classification and rate as outlined in the Agreement between the Company and the Union within the framework of present practices.

9.13 Nothing in this Agreement shall be construed so as to deprive any employee of skilled trades of any rights, privilege, such as insurance, pensions, S.U.B. holiday or vacation pay, etc. that are covered in the body of the General Agreement.

9.14 The Company will deduct from the earnings of all skilled trades employees, the sum of one half of one hour's pay per year in the month of February, and such deduction to be forwarded to the Financial Secretary of the Local Union. New employees will have fees deducted from the first pay.

9.15 General

(a) Set-up as defined in 9.10 will receive 15 cents above the employees they are leading or shall receive that rate while at work without supervision.

(b) Company agrees to replace personal tools of skilled tradespersons worn or broken in the course of their duties while in the Company's employ, provided the employee's worn or broken tools are handed in to the Company.

**Article 10 - Schedules**

Attached hereto and forming part of this Agreement are the following schedules:

1. Schedule A - Classification and Wages
2. Schedule B - Relief
3. Schedule C - Measured Daywork Plan

**Article 11**

This Local Agreement shall terminate in accordance with the wording and dates as set out in the Master Agreement.

Duly executed by the parties hereto this 15th day of March, 1992, at London, Ontario.

**FOR THE COMPANY**

J. Gates  
M. Savilo  
G. Dair  
E. Waniuk

**FOR THE UNION**

W. Zilio, Nat. Rep.  
Guido Tonin  
Alex Petrie  
Tom Johnson

**SCHEDULE "A"  
CLASSIFICATION AND WAGES  
MILTON PLAN1**

	Effective 3/15/92	Effective 3/15/93	Effective 3/15/94
<b>ZONE A (COIL LINES 1-2-3)</b>			
Coiler Set-up Operator	16.45	16.55	16.75
Bulldoze Test-Pack	16.45	16.55	16.75
Line Set-up	16.85	16.95	17.15
Line Set-up Trainee	16.75	16.85	17.05
Crane Steel Stock Control	16.60	16.70	16.90
Crane Rework	16.31	16.41	16.61
Centre Grind Set-up Operator	16.45	16.55	16.75
Relief	16.45	16.55	16.75

Note: Operators to run any line

<b>ZONE B (STA-BAR, P-D, PEELER, POINTER, COIL LINE 4)</b>			
General Labour	16.11	16.21	16.41
Inspector	16.60	16.70	16.90
Inspector Trainee	16.50	16.70	16.90
Spring Technician	17.28	17.38	17.58
Spring Technician Trainee	17.18	17.28	17.48
Sweep-Sanitation	16.16	16.26	16.46
Shipping-Receiving	17.03	17.13	17.33
Trucker	16.56	16.66	16.86
Stockroom Attendant	16.36	16.46	16.66
Sta-Bar Operator	16.45	16.55	16.75
Sta-Bar Set-up Operator	16.60	16.70	16.90
Peeler Set-up	17.06	17.16	17.36
Peeler Set-up Trainee	16.96	17.06	17.26
P-D Set-up	16.85	16.95	17.15
P-D Set-up Operator	16.45	16.55	16.75
Line 4 Set-up	17.06	17.16	17.36
Line 4 Set-up Operator	16.81	16.91	17.11
Sort-Packer	16.56	16.66	16.86
Pointer Set-up Operator	16.95	17.05	17.25
Utility	16.21	16.31	16.51

(Continued)

ZONE C (SKILLED TRADES)

Tool & Die Maker	18.76	18.96	19.26
Electrician	18.70	18.90	19.20
Millwright	18.66	18.86	19.16
Industrial Welder	18.66	18.86	19.16
Maintenance Helper (rate only)	16.48	16.58	16.78
Light up, Burner Repair & Greaser-Oiler	16.53	16.63	16.83
Light up, Burner Repair & Greaser-Oiler Trainee	16.43	16.53	16.73

- Senior- St. John's Ambulance representative to receive 15 cents per hour above classification rate.
- Other St. John's Ambulance representative to receive 10 cents per hour above classification rate when on duty.
- Safety Committee Members to receive 10 cents per hour above classification rate.
- Relief to receive same rate as classification relieved.
- Rate adjustment for Manual Hot Bulldoze work +4 cents per hour above Utility rate. Magnaglo work +5 cents per hour to Inspector rate.
- Light-up, Burner Repair, Greaser-Oiler classification in Zone "C" is for Union representation only.
- Utility classification covers absenteeism as required in Zone "A" and "B" along with other duties.
- No. 4 Coil Line Set-up Operators are upgraded and reduced by length of service in their classification.

## **SCHEDULE "B"**

### **Relief**

- (a) In order to provide relief periods the parties agreed to set out a schedule of relief periods within letters of agreement which are recognized by the Company as part of this Agreement. Effective on the commencement date of this Collective Agreement such schedules shall be posted in the applicable departments.
- (b) If any adjustments of the work load or work force is necessary, relief periods shall be open to negotiations between the Union and the Company.
- (c) For clarification, it is understood that where a ten (10) minute rest period occurs there will be no additional relief period in that hour.

## **SCHEDULE "C"**

### **OPERATION OF MEASURED DAY-WORK PLAN & ESTABLISHMENT OF PRODUCTION STANDARDS**

#### **1 - General Principles**

1.01 Measured Daywork is a system of establishing standards of production and measuring the performance of individuals and/or groups against the established standards. Basically, this consists of developing fair and reasonable production standards and developing a means of providing management with information on delays which are neither the fault nor the responsibility of the operator.

1.02 The details included in this plan are designed to minimize areas in which misunderstanding may occur. Where situations arise which are not specifically covered by this plan, it is agreed that the basic principles of this plan will apply to such situations. The basic principle of fair play and equity shall govern in the interpretation and administration of production standards.

#### **2 - Establishment of Production Standards.**

2.01 Management clearly recognizes its responsibility to



maintain fair and equitable production standards. By spelling out the principles governing the establishment and maintenance of production standards, misunderstanding and disagreements will be avoided in the future which otherwise only complicate relations between Management and the Union. A copy of the manual describing the work measurement procedures and methods of calculating the production standards shall be made available to the Union.

2.02 Management shall establish time standards using a combination of continuous and snap-back stop watch time studies, and standard data compiled from such studies. It is understood the elapsed time to take a time study will be listed on the study. Predetermined time values may be used to develop standard data, however this data will be validated utilizing stop watch time study prior to application of standards. The basis for the establishment of time standards shall be clearly set forth, and all the supporting data shall be available for examination by a time study representative of the Union. The Union may request that the basis for setting a standard be clearly explained to it. Due consideration will be given to personal time, rest allowances, delays time keeping and contractual relief periods.

2.03 It is clearly understood that both parties endorse the principle of a fair days work for a fair days pay. Therefore a new standard may be challenged only after it has been given a fair trial by a normal experienced operator. A fair trial shall not be in excess of five days after notification by the Management to the employees involved.

2.04 Any adjustment in the standard resulting from the processing of a grievance shall be effective as of the date of settlement of the grievance, provided the grievance was filed no later than ten regular working days from the date of issue. Upon settlement of any such grievance such standard shall not thereafter be subject to challenge under the grievance procedure unless the conditions affecting the job result in a change in the job as hereafter provided.

2.05 The Company will recognize the union time study committeeperson for the purpose of investigating production standard disputes. It is further agreed the functions of such time

study representatives shall not be restricted in the performance of their duties, including reimbursement by the Company for time consumed during which investigations as set forth in Article 9 of the Master Agreement.

2.06 (1) Where a dispute arises regarding a production standard, employees may take the matter up with their supervisor and their committeeperson. If the supervisor cannot resolve the dispute, the Industrial Engineering Department supervisor or designee will be notified. The Industrial Engineering Department will conduct an investigation and evaluate the facts in dispute. They will provide the supervisor and employee a verbal reply concerning their findings on the disputed standard.

(2) If the matter is not adjusted at this stage, a further appeal may be lodged in the grievance procedure.

(3) Upon receipt of the grievance on the disputed standard through the grievance procedure, the Industrial Engineering Department will carry out an investigation in preparation to providing Management with a written reply to the grievance as filed. The Union may, at this time, have their plant time study representative investigate the disputed standard for the purpose of advising the Committee on the findings.

(4) In the event the grievance has not been settled in the manner hereinabove stated, it may be submitted to arbitration by the Union in the manner described in Article 10 Clause 10.01(b) of the Collective Agreement between the parties.

### **3 - Principles for Establishment of Production Standards**

3.01 All production standards shall be expressed in units per hour and standard hours per unit of production. Standards shall be based upon operations as designed by the Company and performed by normal experienced operators working under normal conditions with 100% considered as normal performance.

3.02 When operations are being studied for the purpose of establishing production standards, the following condition must prevail:

- (a) Operators must be informed that their operation is to be studied.
- (b) Operators must be completely familiar with the prescribed method.

- (c) Operators shall not be serviced or assisted by anyone, except those whose job it is to service and assist.
- (d) The study shall be taken under normal working conditions, using stock and materials which the operator can normally expect to receive.

**4 - Production Standards for Machine Paced Operations**

4.01 Where the operator has idle time during the machine portion of a cycle because of the nature of his work, Management shall have the right to add additional work to the operation at a future date so as to fully utilize the operator's time during the machine cycle without adding time to the production standard provided the additional work does not create safety or health hazards to the employee beyond that normally associated with the operation.

**5 - Production Standards for Group Operations**

5.01 Where a group or line is set on several operator positions, the standard shall be based upon the slowest operation of the group or the bottleneck operation and noted as such.

5.02 In a group or bottleneck operation the work content of any under loaded operator position may be added to so as to fully utilize the time of the operators without adding to the production standard. Should such addition create a new imbalance between the operator positions, the production standard for the group and the individual operations will be recalculated on the basis of the new bottleneck. In each such case, the controlling station will be clearly identified.

5.03 Similarly any change in the bottleneck operation which creates a new imbalance between the operator positions may necessitate the recalculation of group and individual standards.

**6 - Definition of Operation and Work Covered by a Production Standard**

6.01 For the purposes of production standards administration, an operation shall be defined as the performance of a task as set out in writing by the Company and using the equipment, materials and meeting the quality requirements as specified by the Company.

6.02 Following from the definition of an operation, a change of operation shall be defined as a change in any of the work procedures, quality requirements, equipment or materials which were originally specified.

6.03 A change in operation will require that a new production standard be established, and the Union shall be notified as to what elements have been changed in the job. Only those elements affected by the change may be re-established.

6.04 If the elemental change(s) do not alter the normalized time per piece by plus or minus 5% or more, the details will be held in abeyance until such time as a further change or changes occur at which time or times it will be determined whether or not the time per piece in the established standard has been altered by plus or minus 5% or more. Only at a time when the cumulative or combined changes alter the normalized time per piece by plus or minus 5% or more shall the new standard be made effective. Changes of less than plus or minus 5% will be recorded on file. A copy of such changes will be forwarded to the Union.

6.05 Management will only change standards based upon bona fide operation changes which can be documented.

6.06 Should it be found that a mathematical or clerical error, which can be clearly demonstrated as such was made in the calculation of a production standard, Management will recalculate the standard and place it in effect after notification to the Union.

6.07 Whenever the Company introduces a new part number or product to replace an established part number or product, production standards for like operations will remain the same. Any change in production standards for operations now performed on the new part number or production as compared to the established part number or product will conform to the procedure for changing standards as shown in Article 6.

**7 - Maintenance of Equitable Time Standards**

7.01 Each time standard shall be designed for the particular task done on similar machines, e.g., taper roll units.

#### **8 - Measured Daywork Plan**

8.01 Production standards will be established on the basis of a normal experienced operator working at a normal pace (100%) which can be maintained throughout the work shift.

8.02 Employees working on job assignments where production standards have been established are expected to produce to the standard (100%).

8.03 Off-standard conditions will be measured and allowed for as an element of work within the established standard. Off-standard conditions will normally fall under the following categories:

- (a) Employees are specifically instructed to work on their normal job with non-standard material.
- (b) Employees are specifically instructed to work on their normal job with the machine or machinery operating above or below the speed or conditions specified in the production standards.

Operators will not be held accountable for any condition over which they have no control and such conditions shall be recorded.

8.05 All scrap or sub-quality production shall not be counted as pieces produced but will be recorded separately.

8.06 Each employee shall be responsible for accurately recording his/her production and time spent on job assignments each day in the method prescribed by the Company. In the case of a group operation, the reporting will be the responsibility of the setup operators attached to the group.

8.07 All of the matters covered in the Measured Daywork Plan are subject to provisions of the collective agreement.

8.08 The allowance structure to be in effect for the life of this agreement is detailed on the document entitled Engineered Standards Program, Milton Allowance Structure and dated January 7, 1980. Copies will be published and given to the Committee.

# LETTERS OF INTENT



**Rockwell International**  
**Suspension Systems Company**

March 15, 1992  
No. '1

Re: Measured Daywork

The parties agree that for the term of this Agreement no new basic system or reporting will be introduced. However, the present system may be refined as required.

The Company will agree to permit 30 days for grievances to be lodged following the general publication of standards at Milton following the ratification of the new collective agreement.

**FOR THE COMPANY**

John Gates  
M. Savilo  
G. Dair

**FOR THE UNION**

W. Zilio, Flat. Rep.  
Guido Tonin  
Alex Petrie  
Tom Johnston



**Rockwell International  
Suspension Systems Company**

March 15, 1992  
No. 2

Mr. Guido Tonin  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

During the 1985 negotiations resulting in this Agreement, the parties agreed that current practices on continuous heat treat would remain in effect during the life of this Agreement unless otherwise mutually agreed to.

Yours truly,

J. Gates  
Manager, Industrial Relations



**Rockwell International**  
**Suspension Systems Company**

March 15, 1992  
No. 3

Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

During the 1988 negotiations resulting in this agreement the parties discussed the filling of temporary job vacancies within the scheduled work week. It is recognized that some jobs require particular job skills. In the selection of a suitable replacement(s) the parties will not be held to the normal provisions of the collective agreement but will mutually agree on a replacement taking into account the skills required for the job.

Yours truly,

J. Gates  
Manager, Industrial Relations





Rockwell **International**  
**Suspension Systems Company** March 15, 1992  
No. 4

Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

Re: RELIEF SCHEDULE (Including wash-up)

The parties agree to relief times as follows:

Coiler Set-up Operator	130 minutes per shift
Sta-Bar Operator	106 minutes per shift
Taper Roll Operator	90 minutes per shift
Pointer Set-Up Operator	90 minutes per shift
Manual Hot Bulldoze	90 minutes per shift
Line 4 Set-up Operator	90 minutes per shift
Bulldoze Test and Pack	90 minutes per shift
Sort Packer	90 minutes per shift
All Other	30 minutes per shift

It is understood, however, that on three shift operations there may not be sufficient time in the last hour of the shift to provide for both relief and wash-up; and accordingly, the wash-up will be deemed to be included in the specified relief.

Taper roll and pointer set-up operators will utilize relief over 2 /hour intervals or more. The Company reserves the right to utilize tag relief on all jobs.

Manual dogging of pointed bars to receive an additional 10 minutes relief per hour.

Single test-pack operator to receive additional 5 minutes relief per hour.

fours truly,

J. Gates, Manager, Industrial Relations



March 15, 1992

Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

Re: SKILLED TRADES PRACTICES

The parties agree that the following skilled trades practices will continue in affect:

1. The Company agrees to provide sufficient supply of Coveralls, Smocks, (identified by Clock Number) and Leather Aprons for the Skilled Trades classifications, as well as a supply of "salt and pepper" gloves for those who need them.
2. **Apprentice Pay - Holidays**  
The Company agrees to pay apprentices (see apprentice agreement) at their present rate plus the increase they would have received had they remained on their previous job; i.e. the annual improvement factor.  
The Company agrees to allow apprentices to take statutory holidays missed because they were attending school, after they complete the school session.
3. **Hours Worked -** The Company agrees to keep daily records and make available to the employees.
4. The Company agrees to pay skilled trades on weekends and shutdown periods based on a three shift operation. It also agrees that in all cases of taking inventories those on a two shift operation will be paid on an eight and one-half hour (8 1/2) per day with an unpaid lunch and those on a three shift operation will be paid an eight (8) hour day with paid lunch.

(Continued)

This constitutes full settlement of all outstanding issues  
pertaining to Skilled Trades.

Yours truly,

J. Gates  
Manager, Industrial Relations



Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

Re: LOCAL PLANT PRACTICES

The parties agree that the following local plant practices will continue in effect:

1. Maintenance Trucker - It is agreed that the assigned trucker will assist maintenance employees when there is not a full overtime shift on trucking.
  2. Employees for a two (2) shift operation who are scheduled on a three (3) shift operation four (4) hours or longer are paid for their lunch.
  3. Union agrees to update summer student letter by May 15 each year.
  4. Traffic Offense - The Company shall grant a leave of absence not exceeding 150 calendar days to an employee for the time during which he/she is serving sentence of imprisonment imposed on a conviction arising from the operation or use of motor vehicle.
  5. New Employee Orientation - The Company agrees to 3 or 4 hours discussion covering factory rules, safety rules, benefits and the Agreement. Orientation to be held jointly.
  6. Parking Facilities - The Company agrees to dress up and grade as required.
  7. Employees to return to regular shift after a shuffle of the workforce. This only applies when the workforce is increased to a 3 shift operation.
  8. Cold storage for employee's lunches - The Company
- (Continued)

agrees to provide an improved cooler for the lunchroom and such cooler will be properly cleaned and maintained.

9. Protective Clothing (see attached).
10. The Company will continue to recognize other Union representatives to sit with the plant committee or the bargaining committee under special circumstances that may arise in areas such as health and safety, skilled trades and others not normally represented by Article 1.01 of the Local Agreement.
11. The Company will maintain adequate sanitary arrangements throughout the plant and on those shifts where a full time janitor is not scheduled the Company will provide adequate manpower to maintain washroom and lunchroom housekeeping. The janitor will not be used as a production worker except in the case of emergency.
12. Washroom Facilities - The Company will improve heating at the peelers and Q.A.. Inspection Room. Vapour emission improvements will be made at the peelers.
13. Improved locker facilities will be provided during the 1992 calendar year.

Yours truly,

J. Gates  
Manager, Industrial Relations



Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

Re: PROTECTIVE CLOTHING

The parties agree that protective clothing will continue to be provided as follows:

CLASSIFICATION OF JOB	COVERALL	SMOCK	APRON
All Set-up & Set-up Operators	x	or x	
Coiler Set-up Operators	x		
Bulldoze Test Pack & Sort Pack Operator			x
Line Set-up & Trainee	x		
Crane Steel Stock Control			x
Crane Rework	x		
Taper Roll & Pointer & S/U Operators	x		
Utility	x		
Inspectors (All) & Trainees			x
Spring Technician & Trainees			x
Sweeper Sanitation			x
Shipper-Receiver			x
Trucker (All)	x		
Peeler S/U & Trainees	x		

(Continued)

CLASSIFICATION OF JOE)	COVERALL	SMOCK	APRON
Sta-Bar Operator & Set-up			
Operator	x		
Light up Burner Repair			
Grease/Oil	x		
Skills Tool & Die	x	)See Skill Trades	
Skills (All others)	x	) Letter No. 5	
General Labour		As req'd	

Replacement made only if old protective clothing turned in.  
 These will be a limit of 2 pairs of coveralls or smocks per year.  
 Employees must sign for protective clothing.  
 Protective clothing is to be turned in if job change occurs.

Yours truly,

John Gates  
 Manager, Industrial Relations



**Rockwell International  
Suspension Systems Company**

Nov. 8, 1992  
No. 8 - NEW

Mr. Guido Tonin  
Plant Chairperson  
CAW Local 1067  
Milton, Ontario

Dear Mr. Tonin:

Re: WORK CELLS - ZONE "A"

In the 1991 negotiations resulting in this contract, the parties discussed the introduction of Work Cells on All Coil Lines in Zone A.

The parties agree to co-operatively work together to reach a mutually agreeable work cell concept. When a mutual agreement is reached, the facility will utilize work cell teams on No. 1, No. 2, and No. 3 coil lines in Zone "A".

It is understood the relief system employed on the Coil Lines will be subject to review and possible changes may occur.

Yours truly,

John Gates  
Manager, Industrial Relations