

**AGREEMENT  
between**

UTDC INC.  
CAN-CAR THUNDER BAY WORKS

and

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA

CAW TCA  
CANADA  
AND LOCAL 1075  
and  
LABOUR CLASSIFICATIONS

JUNE 1, 1990 - MAY 31, 1993

\*\*\*\*\*

**THE CAW SKILLED TRADES AGREEMENT FORMS  
PART OF THIS GENERAL AGREEMENT WITH CAW,  
LOCAL 1075, NEGOTIATED FOR THE PERIOD  
JUNE 1, 1990 - MAY 31, 1993**

# INDEX

<b>Section</b>	<b>Name</b>	<b>Page #</b>
Article 1	Purpose	1
Article 2	Scope and Recognition	1
Article 3	Lists of Company <b>Officials</b>	2
Article 4	No Discrimination	2
Article 5	No Coercion	3
Article 6	Management Rights	3
Article 7	Grievance Committee, Committeeman <b>and Stewards</b>	4
Article 8	Permission to Leave Department	7
Article 9	List of Union <b>Officials</b>	7
Article 10	Grievance Meetings	8
Article 11	Grievance Procedure	8
Article 12	Arbitration	11
Article 13	Policy Grievance	13
Article 14	Discharge and Discipline Cases	14
Article 15	Seniority	15
Article 16	Seniority Rights, Termination of	18
Article 17	Layoff and Rehire	19
Article 18	Transfer	25
Article 19	Leave of Absence	26
Article 20	Posting of Jobs	29
Article 21	Bulletin Boards	32
Article 22	Union Security	33
Article 23	Regular Work Week	34
Article 24	Daily Hours of Work	34
Article 25	Late Starting	35
Article 26	Wash Up Period	36
Article 27	Reporting Allowance	36
Article 28	Call-In Allowance	37
Article 29	Night Shift Premium	37
Article 30	Overtime Rates and Conditions	38
Article 31	Injury and Jury Allowance	40

Article 32	Payment of Wages	41
<b>Article 33</b>	<b>Health and Safety</b>	<b>41</b>
Article 34	Wage Rates	45
Article 35	Cost of Living	45
Article 36	Automatic Progression	46
Article 37	Bereavement Pay	46
Article 38	Classification of Employees	47
Article 39	Instruction	53
Article 40	<b>Leadhand</b> and Chargehand	<b>54</b>
Article 41	Duties of Leadhands and Chargehand	54
Article 42	New Classifications	56
Article 43	Paid Plant <b>and</b> Statutory Holidays	58
Article 44	Vacation with Pay	58
Article 45	<b>Termination Clause</b>	<b>60</b>
Article 46	Notice of Amendment or Termination	61
Article 47	Social Security	62
Article 48	Pension Plan	62
Article 49	A p p e n d i c e s	62
Article 50	No Strike	63
Article 51	Subcontracting	63
Article 52	New Technology	64
Article 53	Severance Pay	65

## **APPENDICES**

Appendix A	Classifications - Production	67
	Classifications - Skilled Trades	70
Appendix B	Policy Covering Vacations with Pay	71
Appendix C	Paid <b>Plant</b> and Statutory Holidays	75
Appendix D	Social Security	78
Appendix E	Retirement	81
Appendix F	Labour Classifications - Production	85
Appendix G	Labour Groups and Corresponding Classifications	99
	Related Classifications	102
Appendix H	Letters of Intent	112

THIS AGREEMENT MADE AND ENTERED INTO BETWEEN

UTDC INC.  
CAN-CAR THUNDER BAY WORKS  
Thunder Bay South, Ontario  
and any other plants of the Company  
located in what is generally known as  
the **Lakehead** area.  
(hereinafter referred to as the "Company")

-AND-

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION OF  
CANADA  
(C.A.W. CANADA)  
LOCAL 1075.  
(hereinafter referred to as the "Union")

## ARTICLE 1

### 1 .0 Purpose

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish wages and all other conditions of employment, for all employees who are subject to the provisions of this Agreement. Omission of specific mention in this Contract of rights or privileges established by Management will not be construed to deprive employees of such rights and privileges.
- 1.2 Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine.

## ARTICLE 2

### 2.0 Scope and Recognition

- 2.1 The Company **recognizes** that the Union is the sole and exclusive bargaining agency for all of its hourly rated employees save and except plant protection and boiler room employees. Any operation presently being performed by hourly rated employees will not be changed to a salary employee function unless by mutual consent.
- 2.2 Foremen and Supervisors and other employees not covered by this Agreement will not perform any work

which is normally performed by employees in the Bargaining Unit, except in cases of emergency or for the purpose of instructing employees. An emergency is a condition over which the Company has no control and cannot be used to deprive any employee of any work time.

### **ARTICLE 3**

#### **3.0 Lists of Company Officials**

- 3.1 The Company will supply the Union with a current list of Foremen, Superintendents, members of the Management Committee, the Company's nominees on the Safety Committee, Apprenticeship **Committee**, and any other persons with authority and will indicate by appropriate job titles the nature and extent of their authority, and will notify the Chairman of the Negotiating Committee of any changes as they occur, or as reasonably requested by the Chairman of the Negotiating Committee.

### **ARTICLE 4**

#### **4.0 No Discrimination**

- 4.1 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or **practiced** by the Company or by any of its representatives, with respect to any **employee because** Of his membership in the **Union**.

- 4.2 It is mutually agreed that the Company and the Union **will not** discriminate against any **employee** in regard to training, upgrading, promotion, transfer, discharge, layoff, recall, or other working conditions, or because of race, creed, colour, sex, national origin, political affiliation, or marital status.

## ARTICLE 5

### 5.0 No Coercion

- 5.1 The Union agrees that there will be no intimidation, interference, restraint or coercion **exercised** or practised upon employees of **the** Company by any of its members or **representatives**, and **there** will be no Union activity, other than that which is necessary for the administration of this Agreement and no meetings on Company premises except with the permission of **the** Company.

## ARTICLE 6

### 6.0 Management Rights

- 6.1 The Union **recognizes the** Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, transfer, promote demote, discipline, suspend and discharge for proper cause any employee and to increase or decrease the working force of the Company, to **reorganize, close, disband** any **department** or section

thereof from time-to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement.

- 6.2 An employee affected by the exercising of this authority who feels that he has cause for dissatisfaction, may have the complaint dealt with in accordance with the "Grievance Procedure" as outlined in Article hereunder, No. 11.

## ARTICLE 7

### 7.0 Grievance Committee, Committeemen and Stewards

- 7.1 The Company acknowledges the right of the Union to appoint or otherwise select, from the ~~local~~ Union body, a Grievance Committee composed of not more than seven (7) members and the Company ~~will recognize~~ and meet with the said Committee on any matter properly arising during the continuance of the Agreement, and the Company and the ~~Grievance~~ Committee will cooperate in the administration of the Agreement. The President, or in his absence the Vice President of the ~~Local~~ will ~~be~~ an ex-officio member of the Committee if not elected ~~thereto~~.
- 7.2 The Company acknowledges ~~the~~ right of the Union to appoint or otherwise select, from ~~the~~ Local Union body, ~~on~~ (1) Zone Committeeman for each of seven (7) Zones, one Committeeman to be from the Skilled Trades employees. In the event of a Zone being reduced to ten (10) ~~employees~~ Or ~~less~~, the Zone Committeeman involved shall take ~~over~~ the combined duties of Steward and Committeeman.



7.3 The Company acknowledges the right of the Union to appoint or otherwise select from the Local Union body, Stewards for each zone on each shift. Steward representation will be as follows:

11 to 45	(inclusive) employees -	1 Steward
46 to 80	(inclusive) employees -	2 Stewards
81 to 115	(inclusive) employees -	3 Stewards
116 to 150	(inclusive) employees -	4 Stewards
etc.		

7.4 A National Representative or Representatives of the Union may be present and participate in any meeting of the Grievance Committee and the Company.

7.5 The Union *recognizes* and agrees that Stewards, Zone Committeemen and members of the Grievance Committee have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement.

7.6 a) The Chairman or Vice-Chairman of the Grievance Committee or any one (1) other designated official of the Union shall be on full time and shall be paid by the Company, and the rate of pay shall be no less than Skilled Trades Group Three T (3T). For any absence of both the President and the Chairman of the Grievance Committee providing that the Company is given notice of such absence, the Vice-Chairman goes into the Union Office. However, where in the opinion of the Superintendent, the absence of the Vice-Chairman would unreasonably disrupt the operation in

which the Vice-Chairman is involved, a mutually agreed upon alternate goes into the Union Office. In such an event, the Vice-Chairman or the alternate will be paid by the Company at their regular hourly rate of pay.

Rotational basis will be as follows:

- Zone 1 - Skilled Trades
- Zone 2 - "A" Bay
- Zone 3 - "B" Bay
- Zone 4 - "C" Bay
- Zone 5 - Foundry
- Zone 6 - Building # 8
- Zone 7 - Building # 7

- b) In the event that the membership of the C.A.W. in the plant exceeds seven hundred (700), the President or Vice-President will be added until such time as it again reduces to seven hundred (700) or less.
- c) In addition to the above, the President of the Union, regardless of his classification, will be paid at a rate not less than Skilled Trades Group Three T (3T).
- d) The Company will provide a soundproof office affording suitable privacy to the Union, equipped

with desk, typewriter, chairs, telephone and filing cabinets.

## **ARTICLE 8**

### **8.0 Permission to Leave Department**

- 8.1 Before leaving his regular Company duties, a Steward or Zone Committeeman must obtain the permission of the Foreman of his department, or his deputy. The Steward or Committeeman shall indicate the general nature of such business, and it is understood that the Foreman's permission will not be unreasonably withheld. Any dispute arising from the above may be the subject matter of grievance procedure.
- 8.2 Before entering a department other than his own, a Steward or Zone Committeeman must first contact the Foreman of that department, or his deputy, and advise him as to the general nature of his business.

## **ARTICLE 9**

### **9.0 List of Union Officials**

- 9.1 The Union agrees to supply the Company with the names of all Officers and Officials of the Local, and will keep such lists up-to-date at all times.

## **ARTICLE 10**

### **10.0 Grievance Meetings**

- 10.1 The Grievance Committee and the Plant Management Committee shall meet once per month, during the third week of each month, providing there is business for their joint consideration or at such other times as may be mutually agreed. Special meetings may be called by either party and thereupon the parties shall meet within forty-eight (48) hours. Necessity for meetings will be indicated by a letter or note from either party to the other party, containing an agenda of the subjects for discussion.
- 10.2 The Company agrees to draw up and issue minutes of each meeting, and will supply the Union a copy of said minutes, not later than five (5) days prior to the next agreed meeting date. In addition, the Company agrees to give specific answers to questions brought up by the Union, within five (5) working days.

## **ARTICLE 11**

### **11 .O Grievance Procedure**

- 11.1 a) A Grievance shall be dealt with as speedily and effectively as possible in accordance with the following procedure.
  - b) The Company will be under no obligation to consider or process any grievance which has not been filed within fifteen (15) working days after the

cause of the Grievance became known to the employee.

- c) Provision (b) shall not deprive an employee of the right to grieve that the job duties he has been performing as a continuing condition are of a higher classification than the classification in which he is placed, but adjustment arising from such Grievance shall not be made retroactive beyond the date of the Grievance.
- d) Any monetary redress arising out of a Grievance will be paid by the Company within three (3) weeks of settlement of the Grievance, or arbitration.

#### **Step 1**

- 11.2 Before a grievance is submitted in writing, a discussion with a view to resolving the complaint will be held between the Foreman, the Union Steward and the employee involved. Any employee having a grievance shall submit the same to the Steward, who shall present the same, in writing, to the Foreman, the aggrieved shall sign the grievance form. The Foreman shall deal with the grievance and deliver the answer, in writing, to the Steward not later than the second working day next following the day upon which he received the grievance. No officials of the Company will discuss in any manner the written grievance of an employee with such employee, unless the employee is accompanied by an official of the Union.

## **Step 2**

- 11.3 If the decision of the Foreman is not satisfactory to the employee concerned and/or the Union, it may be appealed by lodging an appeal to the Appropriate Manager or the appropriate manager's delegate through the Zone Committeeman within two (2) full working days following the decision of the Foreman

The Manager or his delegate shall deal with the appeal through the Committeeman and render his decision in writing to the Committeeman not later than the third (3rd) working day following the day upon which the appeal was received. The Committeeman shall have the right to consult with and have the Shop Steward present at any discussion with Management; the Director of Manufacturing or his delegate may have the Foreman directly concerned with the case, present at such discussion.

## **Step 3**

- 11.4 If the decision of the Manager or his delegate be not satisfactory to the employee concerned and/or the Union, the decision shall be appealed within five (5) working days and the grievance shall be placed upon the agenda for consideration at the next conference between Management and the Grievance Committee.

The Plant Management Committee shall give its written decision on the grievance within four (4) full working days following the meeting.

- 11.5 Any deviation from Steps 1, 2 or 3 shall be by mutual agreement in writing. Failure of the Company or the Union to comply with these requirements shall call for an immediate meeting of the Grievance Committee and Management to consider the Grievance.

## **Article 12**

### **12.0 Arbitration**

- 12.1 If Management's decision is not satisfactory to the Union, written notice of appeal may be served on the Director Human Resources, or his delegate, within ten (10) regular working days of the delivery of the decision, appealing therefrom to an impartial Arbitrator as herein provided.
- 12.2 Grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) working days prior to the hearing.
- 12.3 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the under-mentioned persons, shall be called to arbitrate on a rotation basis and in order of their listing:

(1) K. A. Hinnegan

(2) O. B. Shime

(3) J. D. O'Shea

(4) E. E. Palmer

(5) P. J. Brunner

(6) M. R. Gorski

- 12.4 It is agreed that the Arbitrator whose turn is indicated in the listing, will be assigned the next arbitration providing, the Arbitrator can act within sixty (60) days. In extenuating circumstances, the Company and the Union may mutually agree to deviate from this section,
- 12.5 No matter may be submitted to arbitration which has not been considered at the next conference between Management and the Grievance Committee following Step 3 of the grievance procedure.
- 12.6 In the event that one of the above Arbitrators ceases to act as a member of the list, the Company and the Union will secure a replacement.
- 12.7 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator, is just and equitable.
- 12.8 The decision of the Arbitrator shall be final and binding on both parties and his expense shall be born in equal shares by the Company and the Union.



- 12.9 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations or to confer with the necessary witnesses.
- 12.10 A grievor appearing during his working hours before an Arbitrator on the hearing of his appeal on a grievance shall be paid by the Company at his regular hourly rate for such time spent. The Bargaining Committee Chairman, or in his absence, the Vice-Chairman, Zone Committeeman and main witnesses will also be paid. If the appeal is upheld, employees who have appeared as additional witnesses will also be paid.

It is understood that the Company will not be required to pay a discharged grievor for the working hours of the arbitration appeal, if grievance does not succeed.

### **ARTICLE 13**

#### 13.0 Policy Grievance

- 13.1 An allegation by either party that the Agreement has been misinterpreted or violated may be lodged, in writing, as a Policy Grievance. The Union shall submit such Grievance to the Director Human Resources, or his designate, with copy to the Plant Manager, and the Company shall submit a Grievance to the Grievance Committee Chairman. The Grievance shall be

answered within four (4) working days, and failing satisfactory settlement, may then be appealed to an Arbitrator, by either party, selected as herein provided.

## **ARTICLE 14**

### **14.0 Discharge and Discipline Cases**

- 14.1 When an employee is being dismissed, the Union will be notified prior to the Dismissal Notice, and a meeting shall be arranged immediately with the Director Human Resources, or his designate; at which meeting the dismissed employee, two (2) Union Representatives, the Foreman or Supervisor concerned and the Director Human Resources, or his designate, shall be present.
- 14.2 A claim by an employee that he has been unjustly discharged shall be treated as a grievance, provided a written statement of such grievance is lodged through the Director Human Resources, or his designate, within three (3) working days of the discharge. If a satisfactory settlement is not arranged through the Director Human Resources, or his designate, the grievance shall be discussed between Management and the Grievance Committee, and if no settlement is made following this conference, the grievance may then be submitted to arbitration as provided for in Article 12.
- 14.3 Notices of Discipline against an employee shall be cancelled after an elapsed period of one (1) calendar year from his most recent notice. Such Notices of

Discipline will be removed from the employee's Company records and shall not be used against that employee in any future disciplinary action. A Steward or Zoneman will be present when a notice of discipline is issued.

9  
1

## ARTICLE 15

### 15.0 Seniority

- 15.1 a) An employee will be considered on probation and will not be placed on a seniority list until after he has worked a total of sixty (60) working days for the Company. A probationary employee, however, shall have the right to process any grievance except that relating to discharge for cause. The sixty (60) working days referred to above shall not necessarily be sixty (60) continuous working days. However, if a person is laid off prior to the completion of his probationary period, and the layoff period is in excess of the time worked for the Company then that employee, when rehired, shall not get credit for the time already put in.
- b) Where an employee is rehired, without seniority rights, after previously having served a probationary period, he will again have to serve the sixty (60) working days probationary period, but he will be entitled to receive all benefits as spelled out in Article 48, Appendix "C" and Appendix "D" from his rehire date, providing such employee is rehired within 36 months of having lost seniority, or (1/2) half of the employee's seniority,

4/60

whichever is the greater. This clause shall only apply to, employees who are rehired after having lost their seniority through extended layoff.

- 15.2
- a) Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the individual seniority date and classification of each employee. The Company acknowledges that the employee's complaints with respect to seniority dates shown on these lists, which are not satisfactorily adjusted after being brought to the attention of the Company, may be treated as grievances. The names of laid off employees with seniority will be added to the bottom of such lists.
  - b) A separate Skilled Trades Seniority List will be prepared at the same time as the above mentioned plant-wide lists.
  - c) Seniority lists shall be revised not less than once every four months, and copies supplied to the Union, as requested. Each employee will be notified of his seniority date when it is established and of any change incurred.
  - d) A list of all classifications with names and seniority of all employees who have worked or are working in these classifications shall be maintained by the Company and supplied to the Union not less than once per year.
- 15.3
- a) Any employee in Local 1075 appointed or transferred to a position under another local Union's jurisdiction in the plant shall lose seniority rights

within Local 1075 after eighteen (18) months and shall not accumulate seniority for time spent out of Local 1075. Time so spent out of Local 1075 will be on a cumulative basis.

b) All employees promoted to positions in Management shall lose seniority rights in the Bargaining Unit after eighteen (18) months. Seniority shall not accumulate for time spent out of the Bargaining Unit. Time spent out of the Bargaining Unit shall be on a cumulative basis.

c) No employee shall be temporarily transferred into the Bargaining Unit for the purpose of circumventing the provision of Sections (a) or (b) of this Article. "Temporarily" shall in this instance mean a period of less than thirty (30) working days.

15.4 The Company will supply the Chairman of the Negotiating Committee every two weeks with requested amount of lists of transfers. Lists of additions to and removals from the Company payroll shall be supplied daily to the Chairman and the Union Office.

15.5 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be the **first** to be demoted or transferred, providing in either case that the employee or employees involved possess the ability and the desire to do the work required.

15.6 A Skilled Trades employee who bids out of the Skilled Trades into a Production job, shall forfeit any recall right to a Skilled Trades classification. If such

employee, at some time in the future, bids back into the Skilled Trades, he shall have a new date of entry seniority in Skilled Trades.

## ARTICLE 16

### 16.0 Seniority Rights, Termination Of

- 16.1 Seniority rights of an employee shall be cancelled for any one of the following reasons:
- a) If the employee quits his employment.
  - b) If an employee is discharged and such discharge be not reversed through the grievance procedure.
  - c) If the employee absents himself from work for more than three (3) consecutive working days without securing a leave-of-absence, or without producing evidence to the effect that the absence was justified or, if the employee overstays a **leave-of-absence** without permission or fails to give a valid reason for doing so.
  - d) Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail, to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes satisfactory reasons for such failure. The date of issue shall be the date that the recall notice is registered to be sent.

- e) Layoffs for a period in excess of accrued seniority at the date of layoff, up to a maximum of two (2) **years in case** of employees with seniority five (5) years or less. Employees with over five (5) years seniority shall retain their seniority for the period of (1/2) half their accrued seniority at the time of layoff.

2/9/21

## ARTICLE 17

### 17.0 Layoff and Rehire

- 17.1 When there is a reduction in the Plant working force, the following procedures shall be used:
- a) All probationary employees in the Plant shall be laid off before any employee with seniority is laid off, providing ~~that the~~ employees with seniority are qualified and willing to do the work available.
  - b) Thereafter, employees will be laid off or transferred in inverse order of seniority, except where there are no employees available with seniority who are qualified and willing to do the work of the employees to be laid off.
  - c) Employees transferred as a result of reduction of staff in a department shall replace employees in other departments with less seniority, provided they are qualified to perform the duties of the employees they replace.

1/2

1/2

- d) In the event of a temporary layoff not exceeding five (5) working days duration, seniority provisions of this Article shall not apply, provided that no employee is affected by this exception more than once during a one year period. Temporary layoffs will be exercised and confined to the product line department concerned when the cause is due to material shortage.
  
  - e) The Grievance Committee and the Company may mutually agree in writing to any deviation from the above Clause 1.
- 17.2
- a) Where there is an increase in the working force after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employees are hired, the employees still laid off or transferred to lower paid occupations shall be first offered employment in the order of their seniority at work which is available and which the employees are able and willing to do.
  
  - b) In the application of Clause 1 and 2 above, the qualification or ability and willingness referred to shall be established on the basis of all those classifications with which employees have already been credited, by new classifications gained from time to time through successful bidding on posted jobs, as provided in Article 20, and by addition to employees' records of such related work classifications as may be credited to them from time to time by mutual agreement between the Company and the Union. The new classifica-



tion will be entered in the employee's record immediately when he begins work in it and removed only if he fails to perform satisfactorily in the classification,

The term "willing" as used here and throughout the Agreement, shall be interpreted to refer only to willingness based on physical fitness and shall not imply the right to make a choice between assignments.

- c) 1. When a layoff is declared, employees laid off or displaced shall have the right to exercise their seniority in related classifications in accordance with Appendix "G", then in all classifications they have credited. Such employees will go to related classifications first prior to bumping into other classifications.
2. Employees to be laid off who are eligible to displace other employees must indicate their decision in writing prior to the end of the shift following notification in writing. Those employees being displaced and eligible to displace other employees must give their notification in writing, within one hour.
3. Employees who choose to exercise their seniority in case of layoff must satisfactorily perform the duties of related jobs within ten (10) days within a minimum of sixteen (16) hours.
4. Refusal to exercise seniority rights at any step of the layoff procedure will result in layoff. Employees will be recalled to credited ~~classifica-~~

tions higher than the one refused. All lower classifications including the one refused will be removed from the employee's file.

5. Employees will not be recalled to related classifications. Transfer to related classifications applies only in case of layoff, and not in cases of recall.
6. All classifications lost (after a refusal on layoff) will be reinstated on the employee's file (17.2(c)4) upon his return to work after being recalled to a credited classification.
7. When there is an increase in the workforce all employees must return to their original classification held at time of original layoff, when an opening occurs, as seniority dictates or will be deemed to have quit their employ.
8. On layoff, employee(s) can move into a related classification if he/they are in the main classification or if it is related to their original classification.

17.3 In the application of seniority on layoff, and transfer, the Company will not be prevented from maintaining a working force of employees who are able and willing to do the work which is available. Such Company action shall not be inconsistent with the above terms of this Article.

17.4 a) Executive Officers, Zone Committeemen and Stewards will be retained in the employ of the Company during their respective terms of office notwithstanding their seniority, so long as work is available which they are capable and willing to

26  
/r

perform. In the application of the above, Stewards and Zone Committeemen will be retained in their respective Zones, but may be reclassified in keeping with their plant seniority rights and the work available which they are capable and willing to-perform. Executive Officers, when capable and willing to perform the work, shall replace the junior employees in the plant. These replacements shall take place on the first and fifteenth of each month and shall become effective following proper layoff notice time being given. Preference will be exercised in the following order.

- 1) Executive Officers of the Union (five in number)
  - a) President
  - b) Vice President
  - c) Financial Secretary
  - d) Recording Secretary
  - e) Chairman of Trustees
  
- 2) Executive Officers of the Union (Balance of four in number in the event that the membership of the C.A.W. in the plant exceeds 200.)
  
- 3) **Zonemen**
  
- 4) Stewards

- 5) Executive Officers, Zone Committeemen, Safety Committeemen, and Chief Steward will be retained on the day shift.

- 24  
003
- 17.5 a) A tentative list of the employees in the classification to be laid off will be made available to the Union and employees six (6) working days prior to the layoff becoming effective. A final list of employees to be laid off will be made available to the Union and employees three (3) working days prior to the layoff becoming effective.

Employees to be laid off will be notified by their respective supervisor in writing three (3) working days prior to being laid off from the plant. Employees on sick leave will be notified of their layoff by registered mail.

- b) In the event that a temporary layoff is to take place, the Union will be given a tentative list of employees to be laid off at least twenty-four (24) hours prior to the layoff becoming effective; employees to be laid off will be notified not later than the middle of the shift on the date of layoff.
- c) A layoff notice is not required for probationary employees with thirty (30) working days service or less.

- 17.6 An employee while retained on the seniority list during layoff in accordance with Article 16, Clause 1 (e), shall accumulate seniority during such period of layoff.

- 17.7 In the case of an employee being rehired after the loss of seniority, he shall be credited with all classifications

he formerly held prior to losing seniority, providing he has been rehired within 36 months of having lost seniority. This clause shall only apply to employees who are rehired after having lost their seniority through extended layoff.

- 17.8 When a Union Protect moves to a classification he does not hold, he does not get credited with the classification.

## **ARTICLE 18**

### **18.0 Transfer**

- 18.1 a) Except as a result of reduction of staff in his own occupational classification, an employee shall not be transferred to a lower paid occupational classification without his consent. If transferred for the convenience of the Company for a temporary period, he shall continue to receive his present pay rate. Such temporary transfers will not be used to avoid the recall or layoff procedure. Where "temporary" is mentioned in this Article it will mean a period of less than thirty (30) working days.
- b) No employee will be transferred into an occupational classification which he does not presently hold. It is understood that this Article is not to be associated with Article 33.

**ARTICLE 19**

**19.0 Leave of Absence**

U3  
K-3

19.1 a) The Company may grant Leave of Absence without pay to any employee requesting same for good and sufficient reason and shall reinstate such employee at the end of the agreed period of leave or sooner with accumulated seniority, providing a position is available which he is entitled to by qualification and seniority standing. All leaves over one (1) day's duration will be applied for in writing to the Human Resources Department for approval. Leaves will be confirmed in writing to the employee and a copy to the Union. Proven illness or accident will be considered as good and sufficient reason. Court convictions of up to sixty (60) days duration will be covered by Leave of Absence. The Company and the Union mutually agree to extend the sixty (60) day period in extenuating circumstances.

U3  
K-3

b) The Company will grant Leaves of Absence without pay to delegates for Union business such as, Education Seminars, Conventions, Delegations and to become members of the National Staff, and they shall accumulate seniority during their absence for the duration of this Agreement. It is agreed that these events shall be affiliated with either the National Union, the C.L.C. or the O.F.L. and that a maximum of eight (8) members will be requested at any one time.

The pay for such Leave of Absence will be advanced by the Company on a bi-weekly basis as

part of the employee's regular pay cheque. The Company will bill the local Union monthly for any pay so advanced including cost of living and shift premium where applicable, for the wages paid as a result of the Union leave, and the Union agrees to promptly reimburse the Company.

- c) Upon two (2) days written notice from the Union, the Company will grant a Leave of Absence, without pay, for Local Union Officials to do "Local 1075" Union business, providing that such leave will not exceed five (5) days in any calendar month for such employees. It is agreed that Union delegates will be limited to a maximum of eight (8) for any one instance. It is further agreed that the Local Union President and Financial Secretary will not be limited by the five (5) day provision.
- d) The President will be granted such Leave of Absence as is necessary to conduct Local Union business, with pay. Time spent on the above Leave of Absence will be limited to four (4) hours per occasion. It is understood that when the President is away for more than four (4) hours, Time spent beyond the four (4) hours in any consecutive period of absence will be the responsibility of the Union.
- e) The Company will grant leave of absence without pay to an employee elected to the Federal House of Commons, Ontario Legislature, or Thunder Bay Mayoralty position. There will be no loss of seniority during the first term, but thereafter the

U  
/ 1-17

provisions of Article 15, Clause 3 (a) and (b) will apply with respect to accumulation of seniority.

52  
5/1

- f) The Company agrees to pay into a special fund one cent (1 )per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Paid Education Leave Training Fund, C.A.W. Paid Education Leave Program, P. O. Box 897, Port Elgin, Ont. NOH 2C0.

The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, 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 on paid leave of absence will continue to accrue seniority and benefits during' such leave.

- g) Leaves of fifteen (15) days or more will be discussed with the Union prior to Company decision.

58(A)  
0/17

19.2 Pregnant employees shall be allowed maternity leave in accordance with the Employment Standards Act. Employees on such leave shall accrue seniority, vaca-

54  
5/12

56(B)  
0/18



tion and pension credits in accordance with Article 19.1 (a).

## ARTICLE 20

27  
F

### 20.0 Posting of Jobs

- 20.1 Whenever promotions, new jobs or vacancies occur in the Bargaining Unit, notices of such promotions, new jobs or vacancies shall be posted at the Main Gate and at seven (7) job posting boards within the Plant, for a period of three (3) regular working days. Copies will be provided to the Union for display at the Union's downtown office. Any employee with seniority wishing to apply, shall do so on forms to be supplied by the Company and available from the Zone Committeemen.
- 20.2 Applications shall bear the signature of a Zone Committeeman, or Steward and the Foreman of the applicant's department, and such signatures shall not be refused.
- 20.3 Decisions to **fill** such promotions, new job, or vacancy shall be made in the following order.
- a) In favour of the applicant who has not bid successfully in the last six (6) months and who has the greatest seniority and is qualified and willing to perform the work required. The six (6) month restriction does not apply to an employee who is laid off or transferred to lower paid work.

- b) If no applicant is qualified under (a) above, then in favour of the applicant who has successfully bid within the last six months, and who has the greatest seniority or has attained seniority and is qualified and willing to perform the work required. However, such applicant shall only be awarded the job by mutual consent of the Company and the Union.
  - c) In the event that no applicant is eligible under (a) or (b) above, any qualified employee with or without seniority, may be assigned to the job. Any employee so assigned will not be re-assigned until an elapsed period of six (6) months, unless otherwise mutually agreed by the Company and the Union. The assignment or re-assignment will be deemed to be the same as a Job Bid.
- 20.4 a) The job posting will state the effective date of the job. Any change in an employee's wage rate will also be effective that date. The name of the successful applicant will be posted on the boards within five (5) working days after the expiry date of the posting. If a successful applicant declines a job after the result is posted, he shall not be accepted on another job posting for six (6) months.
- b) Should the job posted not be filled within three (3) weeks, the job will be reposted or cancelled. However, the previous applications will remain on record and considered along with additional applications, in case the job is reposted. Other applications will only be considered in the event

the job is not filled from within the Bargaining Unit. When a job posting is cancelled, a letter will be sent to the Bargaining Committee Chairman within five (5) working days, stating the reason for cancellation.

- c) An employee selected to enter one of the apprenticeship Training Programs shall enter the training program within two (2) weeks of the effective date of the Job Posting.

20.5 In the case of promotion to **Leadhand** or Chargehand, leadership ability shall be a necessary requirement. Where the leadership requirement is judged to be equal among candidates, the senior employee in the work stations involved shall be selected. Where a majority of employees in any group are welders, an employee promoted to **Leadhand** or Chargehand over that group must hold a welder's classification.

20.6 Vacancies as a result of absence due to sickness, vacation and Leave of Absence up to thirty (30) working days may be filled without applying the Job Bid procedure, upon mutual agreement, in writing, between the Foreman and the Committeeman involved. Failing agreement, job will be posted.

Temporary vacancies due to sickness, vacation and/or absence in excess of the above period, will be filled through the Job Bid Procedure. Such posting will stipulate a temporary vacancy. Upon the return of the absent employee, the successful applicant will be transferred back to the classification held when he/she bid.

Effective the date of ratification, all employees who work temporarily in a classification through the job bid procedure will not be credited with the classification, however their experience will be recorded on their personnel file.

When an employee is accepted on a Temporary Skilled Trades posting he will not receive Skilled Trades seniority.

## **ARTICLE 21**

### **21 .O Bulletin Boards**

- 21.1 a) The Company will provide seven (7) bulletin boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper Officer of the Union and submitted to the Director Human Resources or his authorized representative, for approval before being posted.
- b) In addition, the Company will provide a separate bulletin board, in plain view outside the Union Office, for Union use only. It is understood that the same provisions will apply as in (a) above.

## ARTICLE 22

### 22.0 Union Security

- 22.1 a) All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of the Agreement as a condition of employment.
- b) *Y* All new employees covered by this Agreement shall become and remain members of the Union upon hiring and shall continue as such for the duration of this Agreement as a condition of employment.
- c) The Company will not be required as a Union Shop condition to discharge any employee for reasons other than the non-payment of Union Initiation Fees, or Dues, uniformly required of all members.
- d) All new employees will be introduced to their Shop Steward by the Foreman upon reporting to work. Employees transferred will also be introduced to the Shop Steward by the Foreman of the department to which they are transferred.
- 22.2 *A* During the life of this Agreement, the Company will deduct from the earnings of Union members, Initiation Fees and Dues laid down by the Constitution and By-Laws of the Union. The amount of such deductions shall be determined by a letter from the Financial Secretary of the Union to the Company. Regular dues to be deducted on the first pay of each month. The Company shall remit by cheque to the Financial

Secretary of the Local Union the total of the deduction made on or before ten (10) days after the end of the pay period. Employees will be required to sign the necessary deduction slips, and deductions shall be made the for the life of this Agreement. In January of each year, deductions of Skilled Trades Council dues of one-half (1/2) hour per year shall be made from Skilled Trades employees and remitted to the Financial Secretary of Local 1075.

It is hereby agreed by the Company and Union that:

- a) Commencing the year 1981 and for all years thereafter, the Company shall indicate on each employee's T-4 slip, the amount of monies collected from that employee for union dues during the year.

**ARTICLE 23**

*34  
4000*

**23.0 Regular Work Week**

- 23.1 The regular work week shall be five (5) days of eight (8) hours each, Monday to Friday inclusive.

**ARTICLE 24**

**24.0 Daily Hours of Work**

- 24.1 Daily hours of work shall be 8:00 a.m. to **4:30** p.m. less one-half hour for lunch (unpaid) for the day shift.

2/20

In the case of the afternoon shift, the hours of work shall be **4:30** p.m. to **12:30** a.m. with a twenty minute lunch period paid for at regular rates.

In the case of three **shift** operations, there shall be a twenty minute lunch period paid for at regular rates. The hours of such shifts shall be **8:00** a.m. to **4:00** p.m.; **4:00** p.m. to 12 midnight and **12:00** midnight to **8:00** a.m.

- 24.2 In a special situation of short duration, the above shifts may be changed after mutual agreement, in writing, **by the** Union and the Company, and neither party shall unreasonably withhold its agreement to such change.

## ARTICLE 25

### 25.0 Late Starting

- 25.1 Late starting up to three minutes shall not be taken into account when calculating pay. Employees more than three (3) minutes late shall lose fifteen (15) minutes; employees more than eighteen (18) minutes late shall lose one-half hour (**1/2**) and so on for each fifteen (15) minute period. No employee reporting late for work will be required to start work until the end of the penalty period.
- 25.2 Any employee neglecting to punch in or out will be penalized one-quarter hour **for the** first omission in any pay period. Any subsequent omissions in the same pay period will be penalized one-half hour for each omission. This provision shall not apply when the

employee's clock card is not in the rack, provided the employee reports the missing card immediately to his Foreman or Time Checker.

## ARTICLE 26

### 26.0 Wash Up Period

26.1 A period of five (5) minutes before the end of each full work shift will be maintained for the purpose of putting away tools, cleaning up, washing up, and otherwise preparing to leave.

*52/c*

## ARTICLE 27

### 27.0 Reporting Allowance

27.1 In the event that an employee reports for work on his regular shift, without having been previously notified not to report, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This Clause shall not apply when a Plant shutdown is caused by exceptional circumstances such as fire, flood or power failure. In such -an eventuality, the Company will take all reasonable steps to notify the employees of the Plant shutdown.

*46/04*



ARTICLE 26

48  
D

28.0 Call-In Allowance

- 28.1 a) Any employee who has completed his shift and having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at overtime rates.

An employee called in to do work which requires payment at overtime rates shall receive a minimum of four (4) hours pay at the applicable overtime rate for such work.

- b) It is understood that the employee(s) involved need only complete the assignment specified, and then be allowed to punch out. In all **cases** the employee shall receive a minimum of four (4) hours pay, at the applicable overtime rate.

ARTICLE 29

29.0 Night Shift Premium

- 29.1 In the event of more than the normal day shift being necessary, employees on the extra shift or shifts shall be paid a bonus as follows: 44/100030

- a) Afternoon shift starting at 4:00 p.m. or 4:30 p.m.  
- Effective signing date thirty (30 ) cents per hour.

- b) Midnight shift starting at 12:00 midnight  
- Effective signing date thirty-five (35 ) cents per hour.

**ARTICLE 30**

**30.0 Overtime Rates and Conditions**

- 30.1 a) All work performed by any employee in excess of his regular working hours shall be paid for at the rate of time and one-half up to three (3) hours overtime and double time thereafter. *37/13-3*
- b) Work performed on Saturday shall be paid for at the rate of time and one-half up to eight (8) hours, and any work performed on Saturday in excess of eight (8) hours shall be paid for at double time, except that the time worked to complete the regular shift starting on Friday afternoon shall not be considered as overtime. *37/10-6*
- c) All work performed on Sunday shall be paid for at the rate of double time. *37/10-0*
- d) As far as is practical, overtime in a specific classification, shall be distributed equally among employees who normally perform work in a given work station under the supervision of a foreman. It is understood that employees who refuse to work overtime or fail to report after agreeing to work overtime will not be disciplined, but the overtime refused or disregarded will be counted

as work for the purpose of calculating overtime distribution.

- e) If sufficient employees willing to work overtime cannot be found in the given work station, the foreman may request overtime among other employees under his supervision, and if a sufficient number is still not found, plant-wide.
- f) Premium rates shall be paid from 12:01 a.m. to 12:00 Midnight on the day of a holiday, except that such payment shall not be made for hours worked to complete a shift started the afternoon prior to a holiday.
- g) Later starting up to one-half hour shall not be taken into account in calculating overtime. An employee starting more than one-half hour late shall be required to work eight (8) hours before his overtime rate becomes effective.
- h) If an employee is required to work more than two (2) hours overtime, a fifteen (15) minute lunch period shall be allowed and shall be paid for by the Company.

~~39, A)  
499~~ i) If an employee is required to work more than four (4) hours overtime after his regular shift, the Company will supply that employee with a suitable hot meal.

- j) It is understood that when there are employees laid off in certain classifications, overtime in those classifications will be scheduled, with the intended overall result being the recall of all laid off

employees and eventual increase in the working force of the Bargaining Unit.

## ARTICLE 31

### 31 .O Injury and Jury Allowance

31.1 a) An employee injured on the job shall be paid for the balance of the full shift on which the injury occurred if, as a result of such injury, the employee is sent home or to an outside hospital, provided this action is ordered, or later confirmed by the attending Doctor. The Company will make suitable transportation available, at no cost to the injured employee.

63181e1  
b) An employee who is required for jury service or subpoenaed as a witness shall be paid the difference between his normal straight time pay and the payment he received for such jury service or subpoena. The employee will present proof of service or subpoena and of the amount of pay received.

Payment for the above jury service or subpoena shall cover the period of the day reporting for jury service or subpoena to the day of dismissal from jury service or subpoena inclusive, and the employee shall not be required to report to work during this period.

## ARTICLE 32


### 32.0 Payment of Wages

- 32.1 All employees shall be paid every two weeks on Thursday during working hours, with the exception of those on the afternoon shift who will be paid on Wednesday prior to the end of their shift.
- 32.2 Employees who are laid off or quit shall receive all wages and benefits due them, within five (5) working days.
- 32.3 Adjustments to paycheques necessitated because of errors or omissions will be made on the employee's next following cheque. However, if the amount is equivalent to one (1) day's pay or more, the employee will be advanced an amount within three (3) working days following notice of error or omission.

## ARTICLE 33

### 33.0 Health and Safety

- 33.1 The Company agrees to maintain adequate **sanitary, safety** and health conditions throughout the plant, and will provide protective clothing where conditions and shop supervision deem necessary.

 No employee will be disciplined for refusing to use unsafe equipment or perform work in an area which in the employee's opinion, is unsafe, as laid down in Bill

70. He shall immediately report such to his Supervisor and Union Representative.

Employees will not be permitted to use equipment, which in the mutual opinion of the Union Safety Chairman and the Company Safety Representative or their deputies on the Committee, is not in safe operating order. If a dispute occurs between the parties as to the safe operating order of any equipment or area, the appropriate Government Agency will be contacted to review the equipment or area in dispute before work continues in that area, or on that equipment.

It is mutually understood between the Company and the Union, that there will be no frivolous abuse of this provision, and that any dispute arising from such action may be referred to final and binding arbitration as per Section 24 (2) of "The Occupational Health and Safety Act, 1989".

33.2 Employees in certain mutually agreed work areas and classifications, will be required to undergo regular medical examinations. Such examinations shall be made during regular working hours, by a physician chosen by the employee, without loss of pay.

33.3 The Union undertakes to assist Management in obtaining proper observance of all necessary safety and health rules, and in order to facilitate the observance of such rules, agrees to elect three (3) persons from among the C.A.W. members of the Company to be members of a Safety Committee composed of such representatives and an equal number of persons appointed by the Company; such committee to meet at regular monthly intervals.

6/21

33.4 a) The Union Safety Chairman shall work in conjunction with the Company Safety Representative and will act immediately on any alleged safety violations, unsafe equipment, or working conditions reported to him by any Company employee.

6/5/3  
b) The representatives of the Joint Health & Safety Committee shall make monthly inspections of the Plant and equipment therein, and shall report the results of their inspection to any Shop Supervisor deemed necessary, and to Human Resources and the Union. In the event of any lost time accident or injury, a Company and a Union Safety representative will be notified immediately, and shall investigate and report as soon as possible to the Company and the Union, the nature and cause of such accident or injury.

c) It is understood that the Safety Chairman, or other members of his Committee, shall use such time as is necessary to perform their functions as Health and Safety Representatives.

33.5 The Joint Safety Committee Representatives shall have access to accident reports, and safety records in the employer's possession, including data and reports provided to, and by, the Worker's Compensation Board.

33.6 a) The Company shall request from suppliers, any and all data sheets relating to chemical compounds, biological or physical agents or any combination of such that will be used or intended to be used in the plant. Upon receipt of such data, the Company shall cause a copy to be

supplied to the Union Safety and Health Committee.

- b) Should there be any such agents mentioned in Clause (a) in use at the present time, the Company shall endeavour to purchase said data sheets and cause a copy to be supplied to the Union Safety and Health Committee.

33.7 The Company agrees to continue its practice that when, due to a compensable industrial accident or illness which occurred while in the active employ of the Company, an employee is no longer able to perform his regular duties, he may, upon mutual consent between the Company and the Union, be assigned other duties in keeping with the seniority provisions of the Collective Agreement. The above shall not apply in the case of layoff if the employee is not capable of performing work in a classification related to his.



It is further agreed that the Company will give every consideration to provide employment for senior employees who are incapacitated as a result of a non-compensable injury or illness.



## ARTICLE 34

### 34.0 Wage Rates

- 34.1 All employees shall be classified and paid in accordance with the relevant columns in Appendix "A", which is attached to and forms part of this Agreement.

## ARTICLE 35

### 35.0 Cost of Living

- 35.1 One dollar and thirty-nine (\$.39) Cost of Living accrued during the life of the previous Agreement to be folded in.

- 35.2 Cost of Living Adjustments shall be **effective August** 1990, November 1990, February 1991, May 1991, August 1991, and quarterly thereafter during this Agreement and until the signing of a new contract.

- 35.3 These adjustments shall be based on a comparison between the base figure 370.47 and the equivalent index figure published in August 1990, and quarterly thereafter.

- 35.4 Adjustments shall be calculated on a formula of  $\frac{1}{33}$  per hour worked for each thirty-three ~~one-hundredths (.33)~~ of a point upwards difference between the respective Index Figure applicable and the base figure, using 1971 equals 100 C.P.I.

Adjustments shall be made upwards or downwards, except that a drop in the Index Figure below the base figure shall not result in a decrease below the level of wage rates in force on June 1, 1990.

#### ARTICLE 36

##### **36.0 Automatic Progression**

- 36.1 Progressions from the minimum to the maximum rates shown for each classification in Appendix "A" shall be automatic on the basis of twenty-five (25 ) cents per hour increase after sixty (60) working days and a further twenty cents (20 ) per hour increase after thirty (30) working days, except as otherwise indicated.



#### ARTICLE 37

##### **37.0 Bereavement Pay**

- 37.1 If an employee has a bereavement in his/her immediate family, i.e. spouse, parent, grandparent, child, brother, sister, father-in-law, mother-in-law, step-parents of the employee or his spouse, spouse's grandparents, step-child, step-brother, step-sister, brother-in-law, sister-in-law, common-law spouse, grandchildren, such employee shall be given a leave of absence to make arrangements to attend the funeral or confirmed memorial service. Such leave of absence shall not exceed three (3) consecutive working days, and in no event go beyond the day after the funeral or confirmed memorial service. Upon his/her return to work, the employee shall make application to

the Human Resources Department to obtain recompense for regular wages lost.

## ARTICLE 38

### 38.0 Classification of Employees

- 33.1 a) Each employee will be classified in the Labour Classification (or Job Title) in which he regularly performs.

An employee will not be classified in a Labour Classification by reasons of his temporarily performing isolated or singular duties set forth in a classification description.

- b) An employee may not necessarily be required to perform operations which are not described, providing they are related to his job classification. An employee will not be required to perform in another classification, except on a temporary basis, not to exceed three (3) working days.
- c) In the context of Article 38 "temporary basis" shall be deemed to include only such period of time as may be occasioned by short term sickness, absenteeism, failure to show for overtime, court appearances, bereavement, transfer or recall of employees.

In no instance shall "temporary basis" exceed three (3) working days, unless by mutual consent and be confined to the product line concerned.

In the application of Article 38, the Company agrees it will advise the Union daily of all employees working out of classification, and the above will not prevent the Union or employees from following the grievance procedure.

- 38.2 In the event of an employee transferring to a higher rated classification, he shall be paid at least the minimum rate for the highest classification. It is understood that such transfer will not result in the reduction of an employee's wage rate in the case of promotion.
- 38.3 Nothing in the application of the terms of this Agreement shall serve to reduce the wage rates of any present employees at the time of its execution.
- 38.4 The following is a list of classifications which have been combined.

### **CLASSIFICATIONS**

<b>New Classification</b>	<b>Classification Encompassed</b>
Air Condition Technician	Refrigeration Mechanic
Attendant Tool Crib	N/C
Cable Swager & Splicer	Deleted
Check & Test Air	Check & Test Hydraulic
Check & Test Electrician	N/C
Check & Test Mechanic	N/C

Check & Test Welder Repairman	Deleted
Data Base Material Expediter	N/C
Electrical Assembler I	was Electrical Assembler (Line)
Electrical Assembler II	was Electrical Assembler Dept. 14
Electrical Assembler L/O	N/C
Floor Installer	Linoleum and Tile Layer
Glass Cloth Worker I & II	1. Glass Cloth Laminater and Plaster Mixer 2. Glass Cloth Assembler
Heat Treater General	Heat Treat Single Purpose
Inspector Class I	N/C
Inspector Class II	Class III Placed in II by Progression (6) Months
Inspector Electrical	N/C
Insulation Foam Sprayer	Deleted
Insulation Trimmer	Deleted
Labourer	1. Car Cleaner 2. Cleaner 3. Material Handler
Lake Erie Hydro Press Mechanic	Drop Hammer Huffard Stretch Press Operator

Material Expediter	Stores Clerk, <b>Storeman</b>
Material Shipper Receiver	Clerk Receiving Clerk Shipping
Metal Processor	N/C
Night Cleaner	N/C
N.C. Plasma Punch	N/C Punch Press Plasma Punch
Oiler	N/C
Overhead Crane Operator	N/C
Painter General	N/C
Pantograph Operator	N/C
Plasma Arc Burner Operator	N/C
Plater General	N/C
Power Brake Operator Light	Power Brake Operator
Power Brake Operator Heavy	Power Brake Operator
Power Shear Operator	1. Light 2. Heavy
Power Tube Bender	1. Diarco Bender 2. Tube Bender Operator 3. Tube Bender L/O
Pressure Oiesetter	Press Operator

Production Assembler

Sheet Metal Mechanic

**Sheet Metal Assembler**

Door Hanger

R ivetter

Sheet Metal Worker

Glass installer

Mechanical Installer

Mechanical Adjuster

Mechanic Adjuster

Mechanic Production

Woodwork Assembler

Woodwork Production

Woodworker

Production Machine Operator

Hydraulic Press

Router

Wire Brush

Punch Press

Upright Drills

Forming Machines

Deburrer Operator

Metal Finisher

	Drill Sharpener
Radial Drill Operator	Radial Drill
	Machine Shop
Rail Car Shipper	*Woodworker
	*Woodwork Production Crater (*with previous experience in present Dept.21)
Roll Operator	Buffalo Roll Operator
	Farnham Roll Operator
Saw Filer & Setter	Tool Grinder Operator
Sewing Machine Operator	N/C
Saw Operator	Power Saw & Do All Saw Operator
Shot Blast Operator	N/C
Sign Painter	N/C
Skin Equipment Operator	Deleted
Spray Painter Final Line	Sprayman Colour
	Sprayman Detail Parts
	Sprayman Primer Surface
	Spray Painter
Steel Fitter Layout	Steel Fitter
Sweeper Maintenance	N/C



Timekeeper	N/C
Tractor Trailer Operator	Deleted
Truck Driver	N/C
Undercoater & Prime Painter	N/C
Vehicle Driver	Mobile Yard Crane Operator
Welder Aluminum	N/C
Welder Arc Structural	N/C
Welder Structural	Welder Non Structural
Welder Spot	N/C
Woods Equipment Operator	Deleted

## ARTICLE 39

### 39.0 Instruction

- 39.1 Any employee may be required to instruct lower paid employees in related work where **necessary**, but shall not be responsible for the work of such employees.

## **ARTICLE 40**

### **40.0 Leadhand And Chargehand**

- 40.1 A Leadhand, responsible for no less than three (3) employees, and no more than ten (10) employees, shall be paid a bonus of forty-five cents (45 ) per hour over his own classification rate or over the highest paid employee under his supervision, whichever is greater.
- 40.2 A Chargehand must have eleven (11) or more employees under his supervision and shall be paid a bonus of seventy-five cents (75 ) per hour over his own classification rate or over the highest paid employee under his supervision, whichever is greater.

No Leadhand shall have the same employee(s) under his supervision as another Leadhand on the same shift. No Chargehand shall have the same employee(s) under his supervision as another Chargehand on the same shift.

## **ARTICLE 41**

### **41 .O Duties of Leadhands And Chargehands**

- 41.1 Duties of Leadhands and Chargehands shall be as follows:

To Supervise and be responsible for the work of the respective number of employees in their charge. When Leadhands and Chargehands are not occupied

with supervisory duties, they will perform the duties of their own classification. "Supervise" means to oversee and direct his men. "Responsible for" means answerable to his Foreman for properly carrying out the duties of supervision.

#### **41.2 Duties of Supervision**

- a) To see that employees in his charge are steadily and continuously engaged in work duties of their respective classification.
- b) To see that the work load is fairly distributed among employees in his charge.
- c) To endeavour to maintain steady flow of work and ensure that men in his charge are continuously occupied with work for which they are hired.
- d) To ensure that the ratio of work to employees is maintained in balance, i.e. the group is increased or decreased with relation to changes in the volume of work available.
- e) To receive and instruct employees of his group.
- f) To ensure that all employees are meeting established normal levels of work produced.
- g) To ensure that his employees are working within the conditions laid down by Union Contracts.

### 41.3 Responsibility for Supervision

Responsible for carrying out the above Duties of Supervision. The Leadhands or Chargehands are required to report to the Foreman any cause or reason which he cannot handle or overcome in carrying out his duties of supervision. In his authority to supervise, the Leadhand or Chargehand may check employees in his group. The Leadhand or Chargehand is not authorized to reprimand, penalize or promote employees in his group, but is authorized to report job or conduct failure to his Foreman.

## ARTICLE 42

### 42.0 New Classifications

42.1 Immediately following the introduction of a classification not shown in this Agreement, the Company shall submit to the Chairman of the Negotiating Committee an occupational summary of the job and Labour Grade to which it has been assigned. It is agreed that former classifications deleted from previous Collective Agreements and their job grades, will be given first consideration before any new classification is introduced. If within fifteen (15) days following notification, the Union has not placed an appeal in the manner described hereafter, the classification and its Labour Grade shall be deemed acceptable to the Union.

42.2 In order to provide for appeal against a new classification or its Labour Grade, the following procedure shall be used.

- a) The Union shall lodge the appeal in writing with the Director Human Resources or his designate.
- b) The appeal shall outline the reason or reasons for disputing the job description or Labour Grade and shall be the only subject of the appeal.
- c) A Committee of four (4) shall be appointed within ten (10) working days, to review and discuss the appeal. The Committee shall comprise of two (2) members of the Union and two (2) members of Management. No employee affected by the new classification, or change in classification, shall be a member of the Committee. The Committee shall submit its findings, in writing, to the Director Human Resources of the Company, or his designate, and the Chairman of the Grievance Committee of the Union, within thirty (30) working days, and if the decision of this Committee is unanimous, then the Committee's decision shall be final.
- d) If the Committee should fail to reach agreement, the matter shall be negotiated between the Company and the Union and failing satisfactory settlement, either party may refer the matter to arbitration.

## ARTICLE 43

### 43.0 Paid Plant And Statutory Holidays

37  
E+O

- 43.1 a) Time worked on the following holidays shall be paid for at the rate of double time, in addition to holiday pay, as provided in Appendix "C". These are:

New Year's Day

February 24th (or mutually agreeable date)

Good Friday                      Labour Day

Victoria Day                      Thanksgiving Day

Dominion Day                      Christmas Day

Local Civic Holiday              Boxing Day

- b) Employees will be paid for Holidays not worked in accordance with Appendix "C" attached to and forming part of this Agreement.

## ARTICLE 44

### 44.0 Vacation With Pay

- 44.1 a) All employees covered by this Agreement will receive vacation with pay in accordance with Appendix "B" attached to and forming part of this Agreement.
- b) All employees must take their vacation by May 31st of the following year, and such vacation shall

not be **accumulated** from year to year. Requests for vacations at a later date may be granted by mutual agreement by the Company and the Union in writing.

It is the employee's responsibility to make prior arrangements with the supervisor to take any holiday entitlement in excess of the plant shutdown.

- c) The Company agrees to meet with the Union by the first of February of each year to discuss vacation period plans, including the scheduling of a summer shutdown. Such arrangements will be posted by April 1 st, or sooner, if possible.
- d) All employees will take vacations in periods of not less than one (1) week.
- e) A list of employees who have not completed vacation entitlement by February 28th, of each year, shall be made available to the Union upon request.
- f) Vacations will be scheduled throughout the year as far in advance as possible, giving due regard to departmental production requirements and seniority. Where an employee has made verifiable travel or other arrangements for a vacation scheduled by the Company and the employee, such scheduling will not be changed without the consent of the employee.
- g) In the year of his/her retirement, an employee shall have the option to take regular vacation **entitle-**

X

ment, or to work straight through until date of retirement.

- h) It is understood that vacation pay cheques will be allotted in "One Week" cheques (effective May 31st of each year) and will be given out only as holidays are being taken, If holiday cheques are not made available by June 1st of each holiday year, advances will be issued to employees.
- i) Where an employee's scheduled vacation is interrupted because of serious illness or injury for which the employee qualifies for weekly indemnity, the employee's vacation shall be stopped for the period of the disability and the employee placed on weekly indemnity.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and his supervisor within the same vacation year.

## ARTICLE 45

### 45.0 Termination Clause

- 45.1 This Agreement shall remain in effect until May 31, 1993 and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one year period without change, and so on from year to year thereafter. It is understood that if notice of termination or amendment of the Agreement



has been given by either party and negotiations for a new Agreement have not been completed by the termination date, then the Labour Relations Act of Ontario, shall govern both parties to the Agreement.

- 45.2 Where any changes have been made in terms of the previous Agreement, such changes will be effective the date of ratification, with the exception of the **wages** and classification changes granted under Article 34 and Appendix "A".
- 45.3 Any grievance filed or pending prior to the date of ratification, will be settled under the terms of the previous Agreement.

## **ARTICLE 46**

### **46.0 Notice of Amendment or Termination**

- 46.1 Notice that amendments are required or that either party intends to terminate the Agreement shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date.
- 46.2 It is understood that during any negotiations following upon notice of termination or notice of amendments, either party may bring forward counter proposals arising out of, or related to the original proposals.

**ARTICLE 47**

**47.0 Social Security**

47.1 All employees covered by this Agreement shall upon completion of sixty (60) working days participate in a Welfare Plan in accordance with Appendix "D" attached to this Agreement.

REFER TO ARTICLE 15,

PARA, 1 (b) FOR REHIRES

**ARTICLE 48**

**48.0 Pension Plan**

48.1 The Non-Contributory Pension Plan instituted January 1st, 1963, and as amended at negotiations is supplemental to this Agreement.

*17/1  
18/2  
per 7/81*

**ARTICLE 49**

**49.0 Appendices**

49.1 Appendices A,B,C,D,E,F,G, and H form part of this Agreement.

ARTICLE 50

50.0 No Strike

50.1 The Union agrees that it will not authorize or counsel any strike and the Company agrees there will be no lockouts during the life of this Agreement.

ARTICLE 51



51 .O Subcontracting

51.1 Work normally performed by employees within the Bargaining Unit or similar work which it has been past practice to have performed by employees within the Bargaining Unit, shall not be performed on the Plant premises by employees outside the Bargaining Unit.

51.2 The Company may contract out work off the Plant premises not normally performed by employees within the Bargaining Unit, but shall, whenever practicable, and especially during layoffs, have such work performed by employees within the Bargaining Unit.

51.3 In the application of the above, the aim of the Company by subcontracting out work off the Plant premises, that the overall result will be to maintain or increase the working force of the Bargaining Unit.

51.4 Every effort will be made by the Company to keep the Union advised at all times when subcontracting work out and also when bringing work back into the Plant. The Company will make every **effort to** keep the Union

informed when vendors are coming into the Plant on warranty work.

In Skilled Trades, apprentice ratios will be filled to maximum in applicable trade, before skilled work is contracted out of Plant or before contracted skilled workers are brought into the Plant.

## ARTICLE 52

### 52.0 New Technology

52.1 When the Company intends a change in its product lines or the introduction of new machinery requiring a change of employee skills, the Company will advise the Union accordingly. In such circumstances the Company and the Union will meet to discuss such changes and employee skills as may be required. The intent of such discussion is to have the Company ~~retrain those~~ senior employees so affected who express a desire to learn and who have in the opinion of the Company, the basic knowledge and ability to be trained within a reasonable time frame. Before the above clause has any effect, employees must exercise their seniority rights in accordance with Article 17. Except in the case of installation of new machinery, the operator(s) ~~of the~~ machine(s) being replaced shall, pursuant to Paragraph 3, be first offered retraining on the new machine(s).

W  
/ D

This clause will apply to Production and Skilled Trades Classifications.

22/e

52.2 The Company and the Union will institute a committee to consider the impact of the implementation of any New Technology. This committee will consist of three (3) members from the Bargaining Committee and three (3) members from the Company and the Chairman shall be appointed by the Company. This committee will be notified of any changes as soon as the Company is aware and in no case less than two (2) months prior to the implementation of such changes.

22/P

**ARTICLE 53**

53.0 Severance Pay

53.1 An Employee shall receive severance pay in accordance with the provisions of the Employment Standards Act and at no time shall receive less severance pay than provided for in the Current Act.

30/1 31/11 32/99 33/99

## SIGNING DATE

THIS AGREEMENT is hereby duly executed by the said parties this 10th day of August, 1990.

FOR:

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA  
**(C.A.W.-CANADA)**  
AND LOCAL 1075

Bill Heeley, National Representative  
Tom Murphy, Chairman, Bargaining Committee  
Jim Simmons, President & Skilled Trades Representative  
Rick Besignano, Vice Chairman, Foundry - Maintenance  
Charles **Meeking**, Building 7  
Al Dingwell, Building 8  
Albert Lipka, C Bay  
Vince Bacci, B Bay

FOR:

UTDC INC.  
CAN-CAR THUNDER BAY WORKS  
THUNDER BAY, ONTARIO

Rod Halstead, Director Human Resources  
Gord Burkowski, Manager Industrial Relations  
Doug **Laidler**, Manager Personnel  
Pat Bagshaw, Secretary

10A

**APPENDIX "A"**  
**CLASSIFICATIONS - PRODUCTION**

CLS NO.	CLASSIFICATION NAME	LAB GRP	EFFECTIVE RATIFICATION DATE			EFFECTIVE JUNE 1, 1991			EFFECTIVE JUNE 1, 1992		
			HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
001	Air Conditioning Technician	6	15.85	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
005	Attendant Tool Crib	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
015	Check&Test Air Technician	6	15.35	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
020	Check&Test Electrician	6	15.55	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
025	Check & Test Mechanic	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
030	Data Base Material Expediter	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
045	Electrical Assembler I	3	15.10	15.35	15.55	5.30	15.55	5.75	15.50	15.75	15.95
050	Electrical Assembler II	2	14.95	15.20	15.40	15.15	15.40	15.60	15.35	15.60	15.80
055	Electrical Assembler L/O	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
065	Floor Installer	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
070	Glass Cloth Worker I	5	15.40	15.65	15.85	5.60	5.85	6.05	15.80	16.05	16.25
071	Glass Cloth Worker II	2	14.95	15.20	15.40	15.15	15.40	15.60	15.35	15.60	15.80
075	Heat Treater General	6	15.55	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
080	Inspector Class I	6	15.55	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
085	Inspector Class II	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
095	Inspector Electrical	6	15.55	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
100	Labourer	1	14.80	15.05	15.25	15.00	15.25	15.45	15.20	15.45	15.65
105	Lake Erie Hydro Press Mechanic	5	15.40	15.65	15.85	15.60	15.85	16.05	15.80	16.05	16.25
110	Material Expediter	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
112	Material Shipper-Receiver	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
120	Metal Processor	3	15.10	15.35	15.55	5.30	5.55	5.75	15.50	15.75	15.95
125	Office Cleaner	1	14.80	15.05	15.25	15.00	15.25	15.45	15.20	15.45	15.65

**APPENDIX "A"  
CLASSIFICATIONS - PRODUCTION.**

CLS NO.	CLASSIFICATION NAME	LAB GRP	EFFECTIVE DATE			EFFECTIVE JUNE 1, 1991			EFFECTIVE JUNE 1, 1992		
			HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
130	N.C. Plasma&Punch Operator	4	15.25	15.90	15.70	15.45	15.70	15.90	15.65	15.90	16.10
140	Oiler	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
145	Overhead Crane Operator	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
150	Painter General Maintenance	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
155	Pantograph Operator	4	15.25	15.30	15.70	15.45	15.70	15.90	15.65	15.90	16.10
160	Plasma Arc Burner Operator	5	15.40	15.65	15.85	15.60	15.85	16.05	15.80	16.05	16.25
165	Plater General	6	15.55	15.80	16.00	15.75	16.00	16.20	15.85	16.20	16.40
170	Power Brake Operator Light	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
175	Power Brake Operator Heavy	4	15.25	15.90	15.70	15.45	15.70	15.90	15.65	15.90	16.10
180	Power Shear Operator	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
185	Power Tube Bender	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
190	Pressure Diesetter	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
195	Production Assembler	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
200	Production Machine Operator	2	14.85	15.20	15.40	15.15	15.40	15.60	15.35	15.60	15.80
205	Radial Drill Operator	4	15.25	15.90	15.70	15.45	15.70	15.90	15.65	15.90	16.10
206	Rail Car Shipper	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
207	Roll Operator	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
210	Saw Filer&Setter	5	15.40	15.65	15.85	15.60	15.85	16.05	15.80	16.05	16.25
211	Sewing Machine Operator	2	14.95	15.20	15.40	15.15	15.40	15.60	15.35	15.60	15.80
212	Saw operator	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
215	Shot Blast Operator	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
220	Sign Painter	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
225	Spray Painter Final Line I	5	15.40	15.65	15.85	15.60	15.85	16.05	15.80	16.05	16.25



CLS NO.	CLASSIFICATION NAME	LAS GRP	EFFECTIVE RATIFICATION DATE			EFFECTIVE JUNE 1, 1991			EFFECTIVE JUNE 1, 1992		
			HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
226	Spray Painter II	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
230	Steel Fitter Layout	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
235	Sweeper Maintenance	2	14.95	15.20	15.40	15.15	15.40	15.60	15.25	15.60	15.90
240	Timekeeper	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
243	Tool & Die Improver	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
250	Truck Driver	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
255	Undercoater & Prime Painter	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
256	Upholsterer	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95
260	Vehicle Driver	2	14.95	15.20	15.40	15.15	15.40	15.60	15.25	15.60	15.90
285	Welder Aluminum	6	15.85	15.80	16.00	15.75	16.00	16.20	15.95	16.20	16.40
270	Welder Arc Structural	5	15.40	15.65	15.85	15.80	15.85	16.05	15.80	15.05	16.25
280	Welder Structural	4	15.25	15.50	15.70	15.45	15.70	15.90	15.65	15.90	16.10
285	Welder Spot	3	15.10	15.35	15.55	15.30	15.55	15.75	15.50	15.75	15.95

All new hires will start at twenty-five cents (25¢) below the minimum for 60 working days, at which time they will advance to the minimum and remain there for a further 30 working days, when they will advance to the maximum.

**APPENDIX "A"**  
**CLASSIFICATIONS - SKILLED TRADES**

CLS NO.	CLASSIFICATION NAME	LAB GRP	EFFECTIVE JUNE 1, 1990			EFFECTIVE JUNE 1, 1991			EFFECTIVE JUNE 1, 1992		
			HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
295	Carpenter Maintenance	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.50	17.60	17.80
305	Cement, Brick & Block Layer	1T	16.85	16.85	16.85	17.00	17.00	17.20	17.40	17.40	17.60
310	Electrician Construction Mice.	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
330	Experimental Worker	1T	16.65	16.65	16.85	17.00	17.00	17.20	17.40	17.40	17.60
340	Heat Treater Tooling	1T	16.65	16.65	16.85	17.00	17.00	17.20	17.40	17.40	17.60
350	Inspector Class I -Tooling	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
380	Letterman	1T	16.85	16.85	16.85	17.00	17.00	17.20	17.40	17.40	17.60
370	Loftsman	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.60	17.60	17.80
360	Machine Repairman	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
390	General Machinist	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.60	17.60	17.80
395	General Machinist N.C.	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
400	Mechanic - Auto, Gas, Electric	2T	16.85	16.85	17.05	17.26	17.20	17.40	17.60	17.60	17.80
410	Millwright, Maintenance	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.60	17.60	17.80
420	Pipefitter, Maintenance	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.60	17.60	17.80
430	Tool & Diemaker	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
445	Tool & Instrument Gauge Repair Precision	1T	16.85	16.65	16.65	17.00	17.00	17.20	17.40	17.40	17.60
460	Welder Combination (Cert) (Maintenance & Tool & Die)	2T	16.85	16.85	17.05	17.20	17.20	17.40	17.60	17.60	17.80
496	President, C.A.W.	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00
499	Chairman, C.A.W. Barg. Corn.	3T	17.05	17.05	17.25	17.40	17.40	17.60	17.80	17.80	18.00

**APPENDIX "B"**  
**POLICY COVERING VACATION WITH PAY**

1. ELIGIBILITY: All employees covered by this Agreement shall be entitled to Annual Vacation with pay as per the following schedule, if they have attained one year's seniority as of **May 31**, in the current year.

*54*  
*01-02*

a) One (1) year's seniority, but less than five (5) years' seniority - 2 weeks with pay

*05-03*

b) Five (5) years' seniority, but less than ten (10) years' seniority - 3 weeks with pay

*10-04*

c) Ten (10) years' seniority, but less than seventeen (17) years' seniority - 4 weeks with pay

*17-05*

d) Seventeen (17) years' seniority, but less than twenty-three (23) years' seniority - 5 weeks with pay

*23-06*

e) Twenty-three (23) years' seniority, but less than twenty-nine (29) years' seniority - 6 weeks with pay

2. In addition to the above, Employees aged 55 or more on February 12, 1985, will be entitled to the following vacation benefits.

a) Twenty-nine (29) years seniority and over - 7 weeks with pay

5/5/e

b) Employees with 30 years' seniority and who have attained age 62 will be granted one (1) extra week each year until retirement with pay

35  
05

c) In the year an employee achieves thirty-five (35) years' seniority, he will receive for that year only one (1) extra week, with pay.

5/5/e

All vacation benefits in excess of six (6) weeks may be worked by the employees. The employees will receive such excess vacation pay in addition to their regular pay.

3. Employees who are not aged 55 or more on February 12, 1985, and who have attained 29 years' seniority or more as of May 31, 1984, will also be entitled to the vacation benefits in 2 herein before set out.

All vacation benefits in excess of six (6) weeks may be worked by the employees and the employees will receive such excess vacation pay in addition to their regular pay.

4. For all employees other than those in 2 and 3 herein before set out, maximum vacation entitlement will be six (6) weeks.

Employees aged 55 or more will continue to draw vacation benefits contained in the current Collective Agreement. All vacation benefits in excess of six (6) weeks may be worked by the employees. The employees will receive such excess vacation pay in addition to regular pay.

Employees who receive, at the date of signing of this Collective Agreement in excess of six (6) weeks vacation will continue to receive such vacation benefits as contained in the current Collective Agreement. The weeks in excess of six (6) weeks may be worked by the employees and the employees will receive vacation pay for the weeks in excess of six (6) weeks as vacation pay, in addition to their regular pay.

For all employees other than those in 1 and 2 above, maximum vacation entitlements will be six (6) weeks.

All other rules relating to vacations and vacation pay are in accordance with the 1982-84 Collective Agreement.

**5. Entitlement:**

a) Vacation entitlement will be as above, but vacation pay for employees with one (1) year's seniority or more, will be calculated on weeks pay, plus the prevailing COLA bonus, as of May 31, and a week will be considered as 40 hours. With the exception, that an employee who has less than 1360 hours worked in a previous year will receive vacation pay at the rate of 2% of earnings for each week of entitlement.

b) Money received from Worker's Compensation Board, Weekly Indemnity Benefits, previous Vacation Pay, paid Plant and Statutory Holidays, will be calculated as earnings.

- c) Time off work while receiving Worker's Compensation Board payments and Weekly Indemnity payments, previous year's vacation, paid Plant and Statutory Holidays, authorized Leave of Absence will be counted as hours worked.

#### **6. Termination of Employment**

An employee terminating for any cause shall be paid accrued vacation pay based on his seniority entitlement.

#### **7. Layoff**

An employee who is laid off shall receive vacation pay up to the time of his layoff, and such pay shall be in accordance with his service entitlement, as detailed in Sections 1 and 2. If such layoff is of short duration, payment for such vacation can be deferred until the end of the Vacation Year.

#### **8. Deceased Employees**

If an employee should die while on Company payroll, vacation pay which stands to his credit will accrue to his estate. Such pay shall be calculated in accordance with the preceding sections of this Appendix.

52  
120

**APPENDIX "C"**  
**PAID PLANT AND STATUTORY HOLIDAYS**

The following ten (10) Holidays shall be paid for at straight time if not worked, at the employee's regular hourly rate, in accordance with the conditions hereinafter set forth.

	1990	1991	1992	1993
New Year's Day		Jan. 1	Jan. 1	Jan. 1
February 24th		Feb.25	Feb.24	Feb.22
Good Friday		Mar.29	Apr.1 7	Apr. 9
Victoria Day	May 21	May 20	May 18	May24
Dominion Day	July 2	July 1	July 6	4
Civic Holiday	Aug. 6	Aug. 5	Aug. 3	
Labour Day	Sept.3	Sept.2	Sept.7	
Thanksgiving Day	Oct. 8	Oct.14	Oct.12	
Floating Day		Dec.23		
Floating Day	Dec.24	Dec.24	Dec.24	
Christmas Day	Dec.25	Dec.25	Dec.25	
Boxing Day	Dec.26	Dec.26	Dec.28	
Floating Day	Dec.27	Dec.27	Dec.29	
FloatingDay	Dec.28	Dec.30	Dec.30	
Floating Day	Dec.31	Dec.31	Dec.31	
Christmas Shutdown Floating Holidays:	\\	15		14

For the duration of the Collective Agreement, the following Letter of Understanding shall have effect:

In 1990 four (4) floating days will be regarded as paid holidays:

December 24, December 27, December 28, December 31. In 1991 five (5) floating days will be regarded as paid holidays. They shall be: December 23, December 24, December 27, December 30, December 31. In 1992 four (4) floating days will be regarded as paid holidays. They shall be: December 24, December 29, December 30, December 31.

All conditions concerned with **Statutory Holidays** will apply to these holidays, with the exception that any employees called in to handle maintenance emergencies only will be given one day in lieu of each day worked and paid at his/her regular straight time rate for that day worked.

1. To become eligible, an employee must have at least sixty (60) working days seniority with the Company. (Refer to Article 15, paragraph 1 (b) for rehires).
2. Employee must have worked his last scheduled shift before and his first scheduled shift after the Holiday. (If, due to curtailment of operations by the Company, the Plant or Department should close for a period not exceeding five (5) days before and five (5) days after a Holiday, (except in the instance of the Christmas shutdown period when fifteen (15) days shall apply), this shall not invalidate an employee's right to payment for the Holiday.)
3. Absence except for just cause will not be taken into consideration by the Company. Employees must apply for consideration within one week after the Holiday. Allowance for late starting on these days must not exceed one hour each day.



4. Should a holiday listed in this Appendix fall on a Sunday, it shall be observed on the following Monday.
5. Should a holiday listed in this Appendix fall on a Saturday, it shall be observed on the preceding Friday. Exception to this will be if Boxing Day falls on a Saturday, then it will be observed on the following Monday.
6. A paid holiday shall not be counted as part of an employee's paid vacation period.
7. Should an employee be called upon to work on any of the above mentioned holidays, he will be paid premium time, as indicated in the Collective Agreement, for each hour worked.
8. Should an employee be laid off five (5) days prior to a paid holiday, or fifteen (15) days in the instance of Christmas Plant Shutdown he shall be paid for the Holiday.
9. In the event an employee is absent from work by reason of sickness or accident and fulfills the conditions of the Weekly Indemnity program, he/she shall be paid for all statutory and plant holidays during such absence.

**APPENDIX "D"**  
**SOCIAL SECURITY**

1. All employees covered by this Agreement shall upon completion of sixty (60) working days of employment (except those employees rehired as stated in Article 15, paragraph 1 b) participate in an Employee Benefit Plan consisting of the following:

70, A)  
100

a) Medical coverage and Standard Ward hospital coverage as required by Ontario Law and as provided by the Ontario Health Insurance Commission.

70, i)  
100

b) Great West Supplementary Plan semi-private ward coverage, effective January 1, 1981.

70, E)  
100

c) Preventive Care Dental Plan (Great West Life or equivalent), current rates.

70, H)  
100  
2/6

d) Extended Health Care Plan (Great West Life Assurance Company or equivalent.)

The Company shall continue to assume one-hundred (100%) percent payment of the Plans.

Effective October 27, 1982 employees who are charged a fee for letters or reports required by the Company or by its insurance carrier will be paid for by the Company upon proof of payment by the employee. The above pertains to doctors only.

Effective October 27, 1982 all employees with five (5) years of seniority or more, who are laid off, will be allowed to purchase Life Insurance, Dental, Drugs and Semi-Private Coverage at Company cost. Employee must choose to purchase all as a package. Premiums must be paid in advance before layoff. Duration of coverage period is three (3) months, O.H.I.P. may be added to the above.

70.51  
103

- e) Effective the date of ratification, an employee who is off work on approved Maternity Leave shall be allowed to purchase Life Insurance, Dental, ~~Drugs~~ and Semi-Private Coverage at company cost for the duration of the leave provided the employee prepays the cost of the benefits before the commencement of the leave. Upon return to work after the approved leave, the company will reimburse to an employee an amount equivalent to the cost of O.H.I.P. premiums actually incurred by the employee.

2.02  
70.01  
999

The Company shall provide an insurance plan to contain the following benefits:

72  
023

a) Effective Ratification Date,  
Life Insurance of \$25,000.00

74  
7c

b) Effective Ratification Date,  
Accidental Death and  
Dismemberment \$20,000.00  
Effective June 1, 1989 \$25,000.00

c) Life Insurance for Retirees  
who retire after June 1/81 \$1,500.00

- 70(B)  
100  
74/99999
3. a) The Company shall pay the full cost of the premiums for employees on sickness and accident who satisfy the conditions of the weekly indemnity program for a maximum period of 52 weeks.
- b) Effective June 1, 1990, weekly benefits for non-industrial accidents or sickness will be to U.I.C. Level of Benefits, minimum \$400.00 per week. Maximum of 52 weeks.
- c) During each year of the Agreement (January 1 st to December 31 st) the Company will pay from the first day of sickness, three (3) days pay (prorated from the basis of Weekly Indemnity payments when the employee is off for a minimum of two (2) weeks or more on weekly indemnity, once only during any year of the agreement as specified above.

12/1  
12/2

APPENDIX "E"  
RETIREMENT

PL 5K

The following benefit is paid into the fund by the Company and does not require contributions by the Employees.

PPF	3	(c) D)	99999	81	
1/1	Effective June 1/90	9536-1400		\$14.00	7-2
1/5	Effective June 1/91	9106-1525		\$15.25	
	Effective June 1/92	9206-1650		\$16.50	

It is mutually agreed that the automatic retirement of employees shall be 65 years of age and he or she shall retire in the month of the 65th birthdate.

Effective January 1, 1976, the employee may elect a survivor option, payable to the employee's spouse as follows. The spouse of the retiree would be covered as of the date of one year of marriage if married at the time of retirement.

861E) SR 87190

The basic pension benefit would be reduced by 5%. In the event of a spouse being more than 5 years younger (older) than the employee, the 5% reduction will be increased (decreased by 1/2% for each additional year's difference in age).

14/c) 055 861B

The Benefit payable to the surviving spouse would be 55% of the reduced benefit payable to the pensioner.

In the event of death of the spouse before the retiree; or divorce of retired spouse, the cost of the survivor option will be restored to the pension of the retiree, upon application.

Effective January 1, 1979, employees wishing to apply for survivorship option may do so 2 months prior to retirement.

*12/8/81* Vesting to be allowed after two (2) years of plan participation based on benefits accrued after December 31, 1986. *8/1/81*

Change to refund of accrued pension value on death before retirement [current/past service].

Life insurance can be used to offset the commuted pension value in the event of death of an employee before retirement unless legislation prohibits.

**Retirement at 61 Without Actuarial Reduction (Less than 35 years' service or 96 points):**

*40/61* *11/2/81*

Effective January 1, 1979, an employee may retire at any time after he attains the age of 61, and he will receive the unreduced basic benefit, plus a supplement of \$3.00 per month per year of service until age 65.

**Retirement at 61 after 35 Years' Service with Double Basic Benefit:**

Effective June 1, 1987, an employee who has attained the age of 61 and has 35 years of service or 96 points may retire and will receive the unreduced basic benefit, plus a supplement at the basic rate until age 65.

Effective January 1, 1981, an employee with forty (40) years of credited service may retire regardless of age, and will receive the unreduced basic benefit, plus a supplement at the basic rate until age 65.

**170 Hour Rule:**

If an employee receives 170 or more hours of compensation in a year (including vacation time) he shall receive a credit for a year of pension service, if he is on sick leave or layoff, by drawing on a bank of 1510 credited service hours in any 2 year period.

**Broken Service:**

In the future, pension service will not be lost if a worker is rehired within 36 months of termination, or in the case of layoffs, is rehired within 36 months or half of accumulated seniority, whichever is the greater.

$\frac{1}{2}$   $\frac{1}{2}$

**Disability Retirees:**

Effective June 1, 1987, in addition to normal benefit a supplement at the basic rate will be paid to age 65.

This supplement is to be offset by any Government Disability payment.

Supplements received will not (upon reaching age 65) be reduced by any amount greater than the combined total to be received by C.P.P. and O.A.S.

**Early Retirement:**

Effective January 1, 1979, pension will be reduced by  $\frac{1}{4}$  of 1% for each month between early retirement and normal retirement date (age 65)

]

JUNE 10, 1990

**LETTER OF UNDERSTANDING**

It is agreed that all employees who retire during the term of this agreement, shall receive the pension increases of June 1, 1990, June 1, 1991 and June 1, 1992. Pensions to members who retired between January 3, 1984 and May 31, 1990 will be increased by 1/4% per month since retirement, effective June 1, 1990.



**APPENDIX "F"**  
**LABOUR CLASSIFICATIONS**

**1990 - 1993**  
**PRODUCTION**

**001 Air Conditioning Technician (Labour Group 6)**

Must be qualified to install and test function complete air conditioning system; be able to diagnose, repair, overhaul and maintain air conditioning system; including charging of system.

**005 Attendant Tool Crib (Labour Group 3)**

Store and issue precision cutting tools and shop equipment of all kinds to shop employees, keep records, maintain and make minor repairs to tools and equipment; write orders for tools to maintain minimum stock requirements.

When attendant is not gainfully employed in his classification, such employee may perform Storeman assignment, except in the instance of Crib No. 1. In such instances the employee will be paid the applicable Storeman's rate.

**015 Check & Test Air Technician (Labour Group 6)**

Must be qualified to install and check and test complete air systems on commercial products. Make functional tests, trouble shoot and correct snags as required. Must have complete knowledge of functions of systems and must be able to read blueprints. The test procedure will

be signed-off as acceptance of responsibility that the tasks have been carried out satisfactorily.

020 Check & Test Electrician (Labour Group 6)

Required to install, check out and test for function of electrical equipment on commercial products. Qualified to trouble shoot, correct errors, and have full knowledge of wiring diagrams and installation drawings, and analog and logic circuits.

025 Check & Test Mechanic (Labour Group 4)

Capable of performing all operations on commercial products. Qualified to check out installations, correct snags and functionally check out mechanical equipment and adjust doors and mechanical brakes. Must understand assembly and installation drawings.

030 Data Base Material Expediter (Labour Group 4)

Handle materials, raw and finished, issue materials and parts on requisitions. Maintain shortage records and stores records through terminal entry into data base system. Capable of understanding computer reports and related information sources. Maintain stock control, receive and ship materials. Liaise with Planning and Material Control regarding substitutions, inventory and related work. Must undergo and successfully complete a company training program; and pass a test on data retrieval and terminal entries into systems.

045 Electrical Assembler 1 (Labour Group 3)

Make or assemble and/or install electrical equipment in commercial products.

050 Electrical Assembler 11 (Electrical Sub-Assembly Dept. Only) (Labour Group 2)

Make or assemble electrical equipment for commercial products.

055 Electrical Assembler, L/O (Labour Group 4)

Layout, make and install hook-up of all electrical equipment in commercial products. Must have full knowledge of wiring diagrams and installation drawings.

065 Floor Installer (Labour Group 3)

Prepare and install floor. Make acceptable for covering, apply linoleum, tile or carpeting as required, by specifications for commercial products.

070 Glass Cloth Worker 1 (Labour Group 5)

Must be able to work from Operation Sheets and drawings. Have necessary knowledge of mixing plastics accurately to specifications. Prepare tools to accept glass cloth and plastics, and applies cloth and plastics to the tools, producing acceptable parts. Must have knowledge of and be able to use equipment provided.

071 Glass Cloth Worker 11 (Labour Group 2)

Prepares tools to accept glass cloth and plastics and applies cloth and plastics to the tools, producing acceptable parts.

075 Heat Treater General (Labour Group 6)

Must have complete knowledge of all heat treat ovens and processes for annealing, hardening and normalizing materials. Test for hardness by standard methods. Must know material characteristics.

080 Inspector Class 1 (Labour Group 6)

Required to carry out any inspection operation or tests on all products and processes from drawings, manuals, specifications and standards, with the use of necessary tools, jigs, fixtures, gauges and inspection test equipment, without instruction or supervision. Will be required to make out quality reports and keep inspection records, check, test and sign out completed vehicles.

085 Inspector, Class 11 (Labour Group 4)

Required to carry out inspection operations and tests on production assemblies, including "first off" production or purchase parts. Will be required to make out quality reports and keep inspection records. Works under minimum supervision. May be required to instruct or assist other inspectors.

095 Inspector, Electrical (Labour Group 6)

Must be capable of inspecting, using all necessary test equipment, all types of low and high voltage A.C. and D.C. electrical circuits, equipment and motors on all commercial products. Must have knowledge of all commercial products. Must have knowledge of 550 volt lines and test procedures.

100 Labourer(LabourGroup1)

Perform all work as directed by Supervisor, such as cleaning floor around machines, cleaning yard, and generally move scrap and maintenance materials. Cleaning of commercial products such as, washing and applying cleaning compounds as required.

105 Lake Erie Hydro Press & Huffard Stretch Press Mechanic  
(Labour Group 5)

Set up variety of press dies "when adapted" for forming, blanking, hot or cold sheet metal or extrusion.

Run initial parts to prove set up and run production parts. Drive, forklift truck for the changing of dies; the Company will train mechanics in the operation of forklift trucks as required.

110 Material Expediter (labour Group 3)

Handles materials, raw and finished, issues materials and pans on requisition. Maintain shortage records and stores records. Maintain stock control, receive and ship materials. Does all liaison with Planning and Material Control such as, substitutions, inventory and related work.

112 Material Shipper - Receiver (Labour Group 3)

Required to receive and check all incoming materials and stock to purchase orders or packing sheets. Pack, label, and prepare for shipment all goods and materials leaving the premises. Required to transport or arrange

for transportation of all material received to the proper location.

120 Metal Processor (Labour Group 3)

Operate tank equipment used to clean and process metals for anodizing, spot welding chromodizing, dichromating, etc. Must have knowledge of requirements of tanks, control of dial settings for proper amperage to meet required specification.

125 Office Cleaner (Labour Group 1)

Clean offices and factory rest rooms, washrooms, floors, etc.

130 N. C. Plasma & Punch Operator (Labour Group 4)

Punch and burn sheet and plate to different patterns and configurations, utilizing necessary controls, numerical control tapes, templates, N.C. Punch Press Machine and Jigs.

Works with drawings, operation sheets and any other forms deemed necessary.

140 Oiler (Labour Group 4)

Oil and/or grease any type of machinery or equipment, using the correct lubricant as recommended by the manufacturer or lubricating specialists. Maintain an accurate daily record of lubrication checked or accomplished on a form specified by the Company. Carry out daily preventive maintenance inspection and record

on a form specified by the Company, reporting any necessary repairs found to be required.

**145 Overhead Crane Operator (Labour Group 3)**

Operates all overhead cranes, follow hand signals or instructions of slingman; required to grease and clean equipment (exclusive of electrical). Must have previous experience on line cranes prior to transfer to Shipping and Receiving.

**150 Painter General (Labour Group 3)**

Apply paint, using either brush or spray, to interior and exterior offices, factory, furniture and other similar surfaces.

**155 Pantograph Operator (Labour Group 4)**

Cutting steel plates, bars and shapes of all descriptions, using pantograph with jigs, templates, stops, layouts or free hand burning. Stack burning and burning with multiple cutting heads.

**160 Plasma Arc Burner Operator (Labour Group 5)**

Cutting sheet and plate to different patterns and configurations, utilizing necessary controls, numerical control tapes, templates, plasma arc burning machine and jigs.

Working with drawings, operation sheets and any other forms as deemed necessary. Must have some High School mathematics, and previous automatic burning

will be considered. Operator will be assisted by a Production Machine Operator.

165 Plater General (Labour Group 6)

Operate all plating equipment to do plating of any type to specifications. Must be able to mix and test all solutions required. Maintain own solutions and equipment.

170 Power Brake Operator (Light) (Labour Group 3)

Set up to template and/or drawings for brakes under 50 tons. Perform various forming operations, perforate; may be required to assist Power Brake Operator (Heavy) where necessary.

175 Power Brake Operator (Heavy) (Labour Group 4)

Set up and operate all power brakes 50 tons and over, to include a wide variety of bends and forms, both simple and complex, and in sheet and extrusion, blanking and piercing holes required. Must be able to set sample runs to blueprints or instructions.

180 Power Shear Operator (Labour Group 3)

Must have full knowledge of various types of materials and gauges. Set up and operate shears to produce maximum number of acceptable parts, using templates, tools or measurements. Must be able to use a Micrometer.

185 Power Tube Bender (Labour Group 3)



Required to perform a wide variety of bending operations on all types of tubing, extrusions and bar and steel stock.

190 Pressure Die Setter (Labour Group 3)

Set up a variety of punch press dies for piercing, blanking or forming any hot or cold sheet metal or extrusions.

195 Production Assembler (Labour Group 3)

Must be able to rivet and assemble sheet metal, tubing, bars and extrusions. Install windows and interior signs. Fabricate and layout parts or assemblies to blueprints or customer specifications on all commercial products. May be required to operate portable spot welder.

200 Production Machine Operator (Labour Group 2)

Perform repetitive operations on the following: upright drills, sanders, grinder, deburring machines, drill sharpener and routers. May be required to assist other operators.

205 Radial Drill Operator (Labour Group 4)

Performing operations on drilling equipment such as, reaming, tapping, countersinking, boring, counterboring, chamfering and spot facing on sheet metal, forgings, castings to blueprint specifications. Set up supplied fixtures and select correct feeds and speed to suit metals. Close tolerances may be required.

206 Rail Car Shipper (Labour Group 3)

Required to move cars on Company tracks, using track-mobile and rail switches where necessary. Load, prepare cars for final shipping and may be required to fabricate some packing components such as boxes, pallets, or crates. May operate forklift in the normal performance of his duties.

207 Roll Operator (Labour Group 3)

Select and set rolls and guide blocks to the proper alignment; feed materials through rolls to obtain required contour. Work off drawings and apply templates. Rolls any complex curvatures,

210 Saw Filer & Setter (Labour Group 5)

Sharpen, set and straighten when necessary, band saws, circular saws, dado blades and metal cutting saws. May be required to silver solder blades or braze carboloy types of tools.

211 Sewing Machine Operator (Labour Group 2)

Sew together with various types of stitching, hand or machine materials normally handled in this manner for manufactured products.

212 Saw Operator (Labour Group 3)

Must be able to select blades and to set up and run all saws. Working on various materials will be required to work to close tolerances.

215 Shot Blast Operator (Labour Group 3)

Operate sand or shot blast equipment, handling all types of work to be cleaned to required specifications. Required to operate tumbler for deburring small metal parts.

220 Sign Painter (Labour Group 3)

Apply stencils, transfer or decals, working from paint drawings. Assist Letterman to silk screen destination signs, shop signs and related work.

225 Spray Painter Final Line 1 (Labour Group 5)

Spray paint exterior car body in spray booth. Must be capable of preparing car surface with primers and top-coats, plus touchup on final line and interior painting.

226 Spray Painter 11 (Labour Group 4)

Prepare exterior car body. Must be capable of cleaning, masking, applying fillers and sanding.

230 Steel Fitter, Layout(Labour Group 3)

Layout work to blueprints, sketches or customer specifications, using all types of sheet metal, tubing, **barstock** or extrusions. May be required to improvise for special orders on hand burning, and heating, where permanent tooling is not available.

235 Sweeper Maintenance (Labour Group 2)

Required to operate Sweeper Machine and perform labourers work as instructed.

240 Timekeeper (Labour Group 3)

Perform the timekeeping and labour distribution for all employees in their respective departments, along with all other duties connected with same, including occasional Time Office work, as requested by Chief Timekeeper. All necessary routine with regards to transfers, absentees, overtime, resignations and discharges, along with distributions of any necessary printed or written matter to employees.

250 Truck Driver (Labour Group 3)

Responsible for pick-up and delivery of all Company materials to and from the plant premises, using a truck or station wagon. Must possess a current, valid and appropriate driver's license to operate a commercial vehicle.

255 Undercoater & Primer painter (Labour Group 3)

Prepare, primer and paint all parts in black and white assemblies. Must be capable of cleaning, masking, sanding and applying spray preservatives. Undercoat, sound deadening, primer and finish coats to all parts and assemblies.

256 Upholsterer (Labour Group 3)

Cut upholstery and fabric to predetermined size (from template or measurements) as required. Place padding (foam rubber, etc.) in completed seat pockets and attach same to frames. May be required to cut fabric (carpet, rubber, etc.) to rough size.

260 Vehicle Driver (Labour Group 2)

Responsible for carrying out instructions as directed by Supervisor or Leadhands on tractors, jeeps, forklifts and mobile crane vehicles.

265 Welder Aluminum (Labour Group 6)

Perform MIG and TIG welding operations on all aluminum. Required to pass Company and Government Standards Approval Tests. Must have knowledge of all welding equipment and procedures.

270 Welder, Arc Structural (Labour Group 5)

Required to pass Company and Government Standards Approval Tests. Perform Arc welding operations on all ferrous metals of various thicknesses. Weld structural assemblies or tanks subject to pressure test.

280 Welder, Structural (Labour Group 4)

Required to pass Company and Government Standards Approval Tests, where applicable, weld, braze or solder all types of metals, using oxyacetylene torches and other welding equipment, including parts which must stand pressure and be fuel and water tight.

285 Welder, Spot (Labour Group 3)

Required to spot weld on a variety of parts and assemblies on materials of various types and gauges and degree of hardness, using all spot welding machines. Set up machines and condition electrodes to obtain clean and secure welds.

#### Data Base Computer Terminal

When the job assignments of hourly employees requires the use of computer terminals in order to carry out their normal work assignments, the employees affected will be trained in terminal operation on Company time.

**APPENDIX "G"**  
**LABOUR GROUPS AND CORRESPONDING**  
**CLASSIFICATIONS**

Group #1	Labourer Office Cleaner
Group #2	Electrical Assembler 11 Glass Cloth Worker 11 Production Machine Operator Sewing Machine Operator Sweeper Maintenance Vehicle Driver
Group #3	Attendant Tool Crib Electrical Assembler 1 Floor Installer Material Expediter Material Shipper-Receiver Metal Processor Overhead Crane Operator Painter General Maintenance Power Brake Operator (Light) Power Shear Operator Power Tube Bender Pressure Diesetter Production Assembler Rail Car Shipper Roll Operator Saw Operator Shot Blast Operator

Sign Painter  
Steel Fitter Layout  
Timekeeper  
Truck Driver  
Undercoater & Prime Painter  
Upholsterer  
Welder Spot

Group #4 Check &Test Mechanic  
Data Base Material Expediter  
Electrical Assembler L/O  
Inspector Class 11 (Progression from Group #3)  
N.C. Plasma & Punch Operator  
Oiler  
Pantograph Operator  
Power Brake Operator (Heavy)  
Radial Drill Operator  
Spray Painter 11  
Welder Structural

Group #5 Glass Cloth Worker 1  
Lake Erie Hydro Press Mechanic  
Plasma Arc Burner Operator  
Saw Filer & Setter  
Spray Painter Final Line 1  
Welder Arc Structural

Group #6 Air Conditioning Technician  
Check &Test Air Technician  
Check &Test Electrician  
Heat Treater General



Inspector Class 1  
Inspector Electrical  
Plater General  
Welder Aluminum

**RELATED CLASSIFICATION:  
RE: ARTICLE 17 - LAYOFF & REHIRE**

**Labour Group #6**

- Air Conditioning Technician 1) Production Assembler  
2) Production Machine Operator  
3) Office Cleaner  
4) Labourer
- Check & Test Air Technician 1) Check & Test Mechanic  
2) Production Assembler  
3) Production Machine Operator  
4) Office Cleaner  
5) Labourer
- Check & Test Electrician 1) Electrical Assembler 1  
2) Electrical Assembler 11  
3) Production Machine Operator  
4) Office Cleaner  
5) Labourer
- Heat Treater General 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer
- Inspector Class 1) Inspector Class 11  
2) Production Assembler  
3) Electrical Assembler 11  
4) Production Machine Operator  
5) Office Cleaner  
6) Labourer

Inspector Electrical

- 1) Inspector Class 1
- 2) Inspector Class 11
- 3) Check & Test Electrician
- 4) Electrical Assembler 1
- 5) Electrical Assembler 11
- 6) Production Machine Operator
- 7) Office Cleaner
- 8) Labourer

Plater General

- 1) Metal Processor
- 2) Production Machine Operator
- 3) Office Cleaner
- 4) Labourer

Welder Aluminum

- 1) Welder Arc Structural
- 2) Welder Structural
- 3) Steel Fitter Layout
- 4) Production Assembler
- 5) Production Machine Operator
- 6) Office Cleaner
- 7) Labourer

**Labour Group #5**

Glass Cloth Worker I

- 1) Glass Cloth Worker II
- 2) Production Machine Operator
- 3) Office Cleaner
- 4) Labourer

Lake Erie  
Hydro Press Mechanic

- 1) Production Machine Operator

- 2) Office Cleaner
- 3) Labourer

Plasma Arc Burner Operator 1) N.C. Plasma & Punch  
Operator 2) Production Machine Operator  
3) Office Cleaner  
4) Labourer

Saw Filer & Setter 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Spray Painter Final Line I 1) Spray Painter II  
2) Undercoater & Prime Painter  
3) Production Machine Operator  
4) Office Cleaner  
5) Labourer

Welder Arc Structural 1) Welder Structural  
2) Steel Fitter Layout  
3) Production Assembler  
4) Production Machine Operator  
5) Office Cleaner  
6) Labourer

Labour Group **#4**

Check & Test Mechanic 1) Production Assembler  
2) Production Machine Operator  
3) Office Cleaner

4) Labourer  
Data Base Material Expediter 1) Material Expediter  
2) Attendant Tool Crib  
3) Material Shipper-Receiver  
4) Production Machine Operator  
5) Office Cleaner  
6) Labourer

Electrical Assembler Layout 1) Electrical Assembler 1  
2) Electrical Assembler 11  
3) Production Machine Operator  
4) Office Cleaner  
5) Labourer

Inspector Class 11 1) Production Assembler  
2) Electrical Assembler 1 1  
3) Production Machine Operator  
4) Office Cleaner  
5) Labourer

N.C. Plasma & Punch Operator 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Oiler 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Pantograph Operator 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Power Brake Operator  
(Heavy)

- 1) Power Brake Operator Light
- 2) Power Shear Operator
- 3) Production Machine Operator
- 4) Office Cleaner
- 5) Labourer

Radial Drill Operator

- 1) Production Machine Operator
- 2) Office Cleaner
- 3) Labourer

Spray Painter II

- 1) Undercoater & Prime Painter
- 2) Production Machine Operator
- 3) Office Cleaner
- 4) Labourer

Welder Structural

- 1) Steel Fitter Layout
- 2) Production Assembler
- 3) Production Machine Operator
- 4) Office Cleaner
- 5) Labourer

**Labour Group #3**

Attendant Tool Crib

- 1) Material Shipper-Receiver
- 2) Material Expediter
- 3) Production Machine Operator
- 4) Office Cleaner
- 5) Labourer

Electrical Assembler I

- 1) Electrical Assembler II
- 2) Production Machine Operator

	3) Office Cleaner 4) Labourer
Floor Installer	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Material Expediter	1) Attendant Tool Crib 2) Material Shipper-Receiver 3) Production Machine Operator 4) Office Cleaner 5) Labourer
Material Shipper-Receiver	1) Material Expediter 2) Rail Car Shipper 3) Attendant Tool Crib 4) Production Machine Operator 5) Office Cleaner 6) Labourer
Metal Processor	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Overhead Crane Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Painter General Maintenance	1) Undercoater and Prime Painter 2) Production Machine Operator 3) Office Cleaner 4) Labourer

Power Brake Operator (Light)	<ol style="list-style-type: none"> <li>1) Power Shear Operator</li> <li>2) Production Machine Operator</li> <li>3) Office Cleaner</li> <li>4) Labourer</li> </ol>
Power Shear Operator	<ol style="list-style-type: none"> <li>1) Production Machine Operator</li> <li>2) Office Cleaner</li> <li>3) Labourer</li> </ol>
Power Tube Bender	<ol style="list-style-type: none"> <li>1) Production Assembler</li> <li>2) Production Machine Operator</li> <li>3) Office Cleaner</li> <li>4) Labourer</li> </ol>
Pressure Dieseter	<ol style="list-style-type: none"> <li>1) Power Shear Operator</li> <li>2) Production Machine Operator</li> <li>3) Office Cleaner</li> <li>4) Labourer</li> </ol>
Production Assembler	<ol style="list-style-type: none"> <li>1) Steel Fitter Layout</li> <li>2) Rail Car Shipper</li> <li>3) Electrical Assembler II</li> <li>4) Production Machine Operator</li> <li>5) Office Cleaner</li> <li>6) Labourer</li> </ol>
Rail Car Shipper	<ol style="list-style-type: none"> <li>1) Production Machine Operator</li> <li>2) Office Cleaner</li> <li>3) Labourer</li> </ol>
Roll Operator	<ol style="list-style-type: none"> <li>1) Production Machine Operator</li> </ol>



	2) Office Cleaner 3) Labourer
Saw Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Shot Blast Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Sign Painter	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Steel Fitter Layout	1) Production Assembler 2) Electrical Assembler II 3) Production Machine Operator 4) Office Cleaner 5) Labourer
Timekeeper	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Truck Driver	1) Material Shipper-Receiver 2) Vehicle Driver 3) Sweeper Maintenance 4) Production Machine Operator 5) Office Cleaner 6) Labourer

Undercoater & Prime Painter 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Upholster 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Welder Spot 1) Production Assembler  
2) Production Machine Operator  
3) Office Cleaner  
4) Labourer

**Labour Group #2**

Electrical Assembler II 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Glass Cloth Worker II 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Production Machine Operator 1) Office Cleaner  
2) Labourer

Sewing Machine Operator 1) Production Machine Operator  
2) Office Cleaner  
3) Labourer

Sweeper Maintenance      1) Production Machine Operator  
   2) Office Cleaner  
   3) Labourer

Vehicle Driver                1) Sweeper Maintenance  
   2) Production Machine Operator  
   3) Office Cleaner  
   4) Labourer

**Labour Group # 1**

Labourer                        1) Office Cleaner  
Office Cleaner                1) Labourer

It is understood that all members covered by this agreement hold the classifications of 1) Labourer 2) Production Machine Operator 3) Office Cleaner.

**APPENDIX "H"**  
**LETTERS OF INTENT**

1. Employment of Students  
(Letter dated April 25, 1966)

Students employed with the Company from about May to September each year, and who indicate they will return to school in September, will be considered as temporary employees and as such will not be eligible during layoffs to displace other employees who have less seniority. These temporary employees will, however, be members of the Bargaining Unit and they will pay Union dues and receive benefits as required by the Collective Agreement. Should a temporary employee decide not to return to school, this letter shall not apply.

It is further agreed that the student employee affected will be advised upon hiring of this Agreement.

2. Vacations (Letter dated October 12, 1961)

It is mutually agreed that employees who have been laid off for any portion of the previous vacation year will only be required to take the number of days their holiday pay works out to, provided the Company has work available for them during the plant vacation shutdown period. This does not cancel their rights to take their full vacation entitlement if they so desire.

3. Where a bargaining unit employee is requested to perform voluntary assignment away from the

Thunder Bay operations, the Company will notify the Union of such assignment.

4. Safety Eye Program (Refer to Personnel Bulletin No. 21, Feb. 10, 1958)

1. Company Policy - to supply every employee whose work requires it, with eye protection suitable to that work. In addition, the wearing of eye protection may be made compulsory in certain operations and/or areas as may be determined by Plant Management on advice from the Plant Safety Committee.

2. Types of Eye Protection & Regulations

Non-Prescription - Standard types of safety glasses, monogoggles, colored goggles, face-shields, etc. will be stocked in the main Tool Crib and issued to any employee on request. Employees will sign for these at time of issue and be responsible for their return at time of employee's separation.

Prescription - Employees requiring prescription glasses will be provided with prescription ground hardened safety lenses in approved frames at Company expense on the following basis.

a) The employee must require visual correction at his normal working distance.

b) The employee must supply his own prescription or have a suitable eye ex-

amination by a qualified person at his own expense.

- c) The employee must have acquired seniority, and be a permanent employee.
  - d) Badly pitted or damaged lenses will be replaced but not more than one pair per year will be issued to an employee for all purposes.
  - e) The Company will provide bi-focal and tri-focal lenses.
  - f) Prescription lenses and frames provided by the Company become the employee's property and will not be returnable.
  - g) Application for prescription lenses and frames will be made to the Plant Nurse.
3. General - Eye Protection will be worn at all times. All forms of eye protection equipment will be cleaned, sterilized and put in good repair before issue or reissue to employees.
5. Skilled Trades Work (Letter dated June 30, 1968)
- The Company agrees that it will not direct its production employees to build jigs or fixtures of a permanent nature.
6. Machine Tool Operator, All Around - Machine Shop (March 29, 1973)

|

Those present employees in the Machine Shop recently accepted on Job Posting of February 21, 1973, into the Machine Tool Operator, All Around classification, who are not capable of operating at least three machines, will be given the necessary instruction and training to operate such other machines as may be necessary.

Future employees entering this classification shall be as per Article 3 Skilled Trades or through the negotiated Apprenticeship Training Program.

7. Upgrading (May 3, 1973)

It is mutually agreed that the Company and the Union Committee may meet and discuss the upgrading of a classification put forward by either party during the life of this Agreement.

8. Plant Pollution (May 3, 1973)

It is the intention of the Company to comply with the Letters dated May 2, 1973, signed by Messrs. Morsley, Millar and Lyon, and the Company will further work toward continued improvement in the working conditions,

9. Policy Re-Statement(February 1985)

It is the policy of this company to increase our contribution within each product line (e.g. we intend to make more of the parts to go into our various product lines). We can only do this, however, if our manufacturing objective is to be competitive within

the industry and if we have the employees and equipment to do the work.

Employment will be stable or increased during the life of this agreement, except in circumstances which are beyond our control or which prevent the achievement of these overall Company goals.

The Union and the Company agree that it is necessary to establish an understanding to deal with the various issues of stable employment, training, sub-contracting, employee communication and competitiveness in our industry. It is, therefore, understood that where specific actions are necessary, to deal with such issues, the Company will take the necessary steps and will inform a joint Company - Union Committee, to be established. In particular, in the interpretation and administration of Article 51, the parties intend the provisions of this policy statement and related Joint Letter to apply. For the purposes of recommending to the Company solutions to the impact of the above mentioned issues, the Union and the Company agree to establish a joint committee to be known as the "Works Council". The purpose, scope and composition of the Works Council shall be subject to but not limited to the provisions of the Joint Letter of today's date. It is understood that any disputes arising from the mutually agreed upon recommendations of the Works Council shall be settled through the provisions of the grievance procedure of the Collective Agreement.

- IO. Welder-Combination (Certified) - Maintenance & Tool & Die (Labour Group 2T)



It is agreed between the parties that when a combination welder is not gainfully occupied at work in his own classification, on a plant-wide basis within the Skilled Trades, he will be permitted to assist the Millwrights in the Millwright classification.

When more than one (1) welder is employed in this classification, it is understood that the above is only applicable to one (1) welder. When there is not at least four (4) hours or more of welding to be done by this welder, he will be laid off or transferred.

11. Structural Welder - Tube Bending Department

A Structural Welder in the Tube Bending Department when not gainfully employed in classification, may assist the Power Tube Bender.

12. Combining Classifications - Company Obligations

The Company accepts that in combining some production classifications for the purpose of achieving greater operating flexibility, it assumes a responsibility to train employees, where necessary, on those parts of the new classification with which the employee is unfamiliar.

The Company further states that where an employee is unable to learn the full classification, and there is a work force reduction, this will not be used to justify laying that employee off, out of seniority order. In such a situation, the Company reserves the right to use the senior employee who is unable to perform all the required tasks in some other areas, without prejudice to his classification.

13. Red Circle (Aug. 12, 1977)

Red Circle - means employees combined in classifications that have a lower labour group than the new labour group will be raised to the new labour group but employees with a higher labour group will be reduced.

RED CIRCLE RATE will be lost by

1. Successful Job Bid
2. Assignment to a higher group than Red Circle Rate
3. Quit

14. New Welders

Subject to satisfactory performances, employees hired at the Welder Arc Structural or Welder Aluminum start rate may have their rates increased in their respective classifications at the discretion of the Foreman.

If any new Letters of Intent are required, **they will** also constitute part of this Agreement effective from the signing date of the Letter of Intent.

15. Special Rates

Management agrees not to introduce any **new "Special Rates"**. There are presently twenty-four (24)

special rates in existence. A list of these employees and the difference between **their present rate and** the standard rates has been provided to the Union.

The above Letter of Intent shall be in effect until May 31, 1984.

16. Tool & Instrument Gauge Repairman Precision  
(Labour Group **1T**)

Due to the combining of classifications

440 Tool & Instrument Gauge Repair

and

450 Tool Repairman, Precision

**into**

445 Tool & Instrument Gauge Repairman Precision

The Company **recognizes** its obligation as stated in the Letter of Intent **#12**. Persons holding either of the above noted singular classifications will be trained in the duties of the other classifications.

Due to the above, combining these classifications shall be indicated in the listing dated October 14, 1982.