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AGREEMENT

Between

**DETROIT AND CANADA
TUNNEL CORPORATION**

Detroit, Michigan

— and —

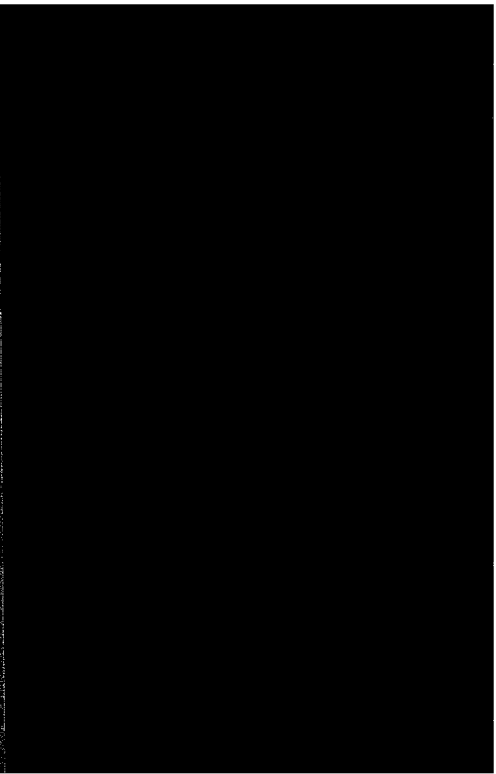
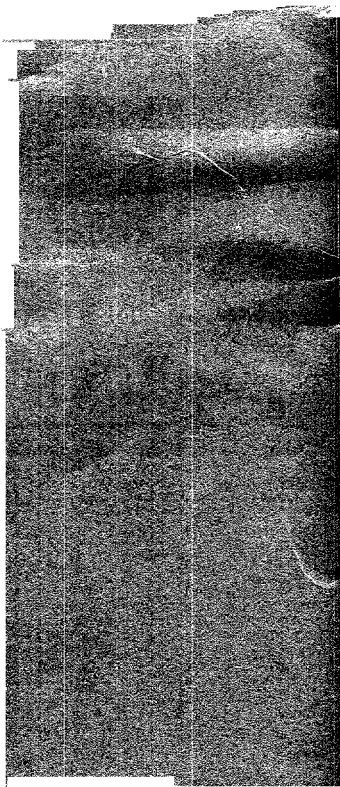
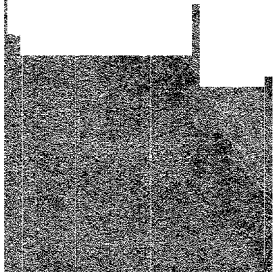
**THE NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS
UNION OF CANADA
(C.A.W. — CANADA)**

AND ITS LOCAL 195

Windsor, Ontario

OCT - 5 1987

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UNION OF CANADA
(C.A.W. — CANADA)**

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Windsor, Ontario

**February 11, 1987
to
August 1, 1989**

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AGREEMENT

entered into **as** of the 11th day of February, 1987.

BY AND BETWEEN:

DETROIT & CANADA TUNNEL CORPORATION, of Detroit, Michigan, a Michigan Corporation, on behalf of its wholly owned subsidiary The Detroit and Windsor Subway Company, of Windsor, Ontario, a Canadian corporation herein-after referred to **as** the "COMPANY"

— and —

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (C.A.W. - CANADA) AND ITS LOCAL 195, hereinafter referred to as the "UNION"

WITNESSETH:

PURPOSE

1.01 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 and maintain satisfactory working conditions.

RECOGNITION — EXCLUSIONS

2.01 The Company recognizes The National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W. -Canada) as the exclusive representative **of** all employees of the Company on the Canadian payroll who are paid in Canadian funds, excluding supervisory officials and office and

clerical employees, for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment.

2.02 The Company will (unless otherwise required by law) negotiate at all times necessary in the manner provided herein, with the chosen accredited representative of its employees for the purpose of determining any disputes which may arise as to wages, hours, working conditions, discrimination and dismissals.

LOCAL 195

3.01 The National Union agrees that Local 195, The National Automobile, Aerospace and Agricultural Implement workers of America (C.A.W. - Canada), (hereinafter called the “**Local**”) is a branch thereof, chartered by and in good standing with it and acknowledges its responsibility to the Company for the acts of the Local its officers, agents and representatives pertaining to this agreement as fully as though such acts were its own acts. (The National Union represents that the membership of said Local has duly ratified this agreement and authorized its execution by the National Union).

MANAGEMENT’S RIGHTS

4.01 The management of the Company and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency among its employees, and the right to determine the extent to which the Company’s business shall be conducted, is vested exclusively in the Company, except as otherwise expressly provided herein. The Company shall have the right to assign the work, determine the shifts, assign employees to the respective shifts and transfer

employees regularly assigned to a job classification to work in other job classifications. Such rights shall not be inconsistent with the provisions of this agreement and shall not be used to limit or restrict the rights of employees herein provided.

UNION SECURITY

5.01 As a condition of employment, all employees covered by this agreement, both present employees and new employees, shall be and remain good standing members of the Union.

5.02 Any employee not a member of the Union on the effective date of this paragraph shall become such member not later than the thirtieth day following such effective date. Any employee hired on or after such effective date shall become such a member **on** the thirtieth day following the **beginning** of his employment.

5.03 The Company will deduct from the wages of employees, initiation fees and ~~periodic~~ Union dues **as** the same become due. The Financial Secretary of **Local 195, U.A.W.** will contact the Company following execution of this agreement to work out with the Company the procedures to **be** used for deducting initiation ~~fees~~ from employees.

5.04 **ALL** such deductions shall **be** made during the first pay period of each month.

5.05 **ALL** such sums deducted, together with a record of those for whom deductions have been made, shall be forwarded to the Secretary-Treasurer of Local 195, C.A.W., not later than the 25th day of the calendar month in which such deductions are made. Where the Company has not deducted from an employee it will indicate on the record the reason for the nondeduction. The Company will add to T-4 slips the statement of Union dues.

REPRESENTATION

6.01 The employees shall be represented by a Union committee of the chairman, secretary and two stewards, who shall be elected by the employees. The Union committee will be allowed reasonable time to do Union business arising out of the administration of the collective agreement while on the property without loss of pay.

GRIEVANCE PROCEDURE

7.01 *An* employee having a grievance shall present it to his steward in writing, who shall take it up with his immediate supervisor. It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated or occurred more than five (5) days, exclusive of Saturdays, Sundays and paid holidays, prior to its presentation or five (5) such days from the time the employee or the Union became aware or should have become aware of such occurrence. The immediate Supervisor shall deal with the written grievance and render his decision thereon in writing within two (2) days, exclusive of Saturdays, Sundays and paid holidays, following the day upon which he received the written grievance.

7.02 If the grievance is not adjusted satisfactorily by said supervisor and the steward, it shall be taken up by the Union committee and management at the next meeting between the management and the Union committee, provided that the Union committee shall have given the management notification in writing of the full details of said grievance at least twenty-four hours prior to said meeting. Management's decision shall be rendered in writing to the Chairman of the Union committee not later than three (3) days, exclusive of Saturdays, Sundays and paid holidays, after the holding of the meeting.

7.03 Grievances which cannot be satisfactorily settled as herein provided shall be reviewed jointly by representatives of the National Union and senior Management. Management's decision shall be rendered in writing to the Chairman of the committee not later than five (5) days, exclusive of Saturdays, Sundays and paid holidays, after the joint review by representatives of the National Union and senior Management.

7.04 If an employee's grievance is that he has been unjustly dealt with or unjustly discharged, the consideration of his grievance may include not only the merits of the case, but also what, if any, compensation shall be paid for the time lost in the event his reinstatement is agreed upon.

7.05 Grievances which are not satisfactorily settled after the grievance procedure has been exhausted may be referred to an arbitrator, whose decision shall be final and binding, providing the party desiring to proceed to arbitration gives to the other party notice of such desire ten (10) days, exclusive of Saturdays, Sundays and paid holidays, after receipt of the decision rendered at or following the joint review by senior Management and the National Union. If the parties cannot agree on an arbitrator, the appointment shall be made by the Minister of Labour for Canada.

7.06 An arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement, he shall, however, in respect of a grievance involving a penalty, be entitled to modify or set aside such penalty as in the opinion of the arbitrator is just and equitable.

7.07 The following special procedure shall be applicable to a grievance alleging improper discharge of an employee and/or suspension of an employee:

(a) A discharged or suspended employee may present the grievance in writing to the Labour Relations Representative through the Chairman of the committee within three (3) days, excluding Saturdays, Sundays and paid holidays, of the discharge or suspension and the Company will render its decision within two (2) days, excluding Saturdays, Sundays and paid holidays, after receipt of the grievance. If the decision of the management is not acceptable to the employee or employees involved such decision may thereupon be referred to an arbitrator in the manner provided in paragraph 7.05 whose jurisdiction will be restricted as provided in paragraph 7.06.

(b) The Company agrees to notify one Union steward in writing whenever an employee is discharged, which notice shall include a brief statement of the grounds for such discharge. A steward shall be present at the time of discharge if the employee is discharged on the premises.

SENIORITY

8.01 New employees shall be considered as probationary employees for the first sixty (60) calendar days.

8.02 After sixty (60) calendar days in a twelve (12) month period an employee acquires seniority and his name shall be placed on the seniority list.

8.03 Employees will acquire department seniority as of the date of entrance into the department. The departments are as follows:

Traffic
Toll
Maintenance
Garage
Janitors
Labour

8.04 In transferring employees from one department to another the employees with the greatest seniority in the department will be given the preference for such transfers, and if no employees in the department wish to exercise this preference, the employees with the least seniority in the department will be transferred, except as provided for in paragraph 8.05, and except that in temporary transfers from the traffic department to the toll department the employees with the greatest Company seniority will be given preference. Labourers with the greatest Company seniority will be given preference in filling the temporary vacancies in the traffic department.

Any employee who is transferred into a vacant job created by vacation or illness will be required to work on the same shift of the employee whose job he is assigned to.

All new employees hired in the Traffic Department must have the ability to learn the duties of a toll collector and be able and willing to accept a temporary transfer into the Toll Department in accordance with this clause.

Vacancies in the Toll Department caused by vacation or illness will be first filled by qualified personnel from the Traffic Department. If necessary the vacancies will be filled by qualified personnel in ~~the~~ Labour Department.

8.05 (a) When new jobs are created or vacancies occur for promotion to better paid jobs or to better jobs at the same rate of pay, they shall be posted by management on the bulletin boards for five (5) days. The employee with the greatest seniority who has applied in writing to his supervisor through his Union representative will be given the job provided he has the ability to perform the services required. If an employee is

on vacation when the filling of a vacancy is posted, he will be considered to have bid for the job. Nothing in this paragraph contained shall be deemed to cut off the right of any employee having greater seniority to present a grievance if he feels that he has been discriminated against as a result of any such promotion.

(b) When new jobs are created in any department or vacancies occur in any department, employees in such department should be moved up by departmental seniority and the last vacancy shall be filled in accordance with Section 8.05 (a) of this agreement, provided there are employees in the department with the ability to fill such vacancies. An employee leaving on vacation may file a notice in writing with the Company that he intends to bid for a particular job if that job is posted during his vacation period, and such notice will be recognized as his application for the job if the job is posted during his absence.

8.06 (a) Should it become necessary **to** have a reduction of employees in any department by the Company, the most junior employee or employees shall be the first to be transferred or laid off as in paragraph (b) below.

(b) The employee so affected shall exercise his company seniority and displace the employee with least company seniority in any department provided he is able to do the work of the employee displaced.

(c) Employees who have been laid off from any department or transferred from a department due to lack of work shall be entitled to recall to that department when the employer again adds to the number of employees therein providing the recall takes place within six (6) calendar months of the layoff or transfer, laid off employees so restored not to be considered as probationary. Those laid off or transferred in such case shall be

restored to the department according to their seniority therein. No employee shall be hired by the Company until each laid off employee entitled to recall in the department concerned who is able to do the work has been given an opportunity to return to work.

(d) The Company will give the bargaining committee thirty (30) days' notice of the elimination of a job, classification or department.

8.07 Employees will be recalled in the inverse order in which they were laid off.

8.08 Employees laid off must maintain on record with the Company their correct mailing addresses. Employees will be called back to service in their seniority order according to the following procedure: The Company will **advise each laid off** employee to be recalled by **registered mail, return receipt requested, to the address on the Company records. A laid off employee receiving notice of recall shall within five (5) days notify the Company of his intention to return to work by registered mail, return receipt requested. A laid off employee failing to reply as aforesaid, will forfeit his seniority rights and be considered out of service unless he supplies a reason satisfactory to the Company and the Union for failure to do so.**

8.09 The Union Officers as specified in paragraph 6.01 will head the seniority list solely for the purpose of providing representation at all times.

8.10 Seniority will be forfeited if:

- (a) The employee quits;
- (b) He is discharged for cause;
- (c) He has been laid off for a period of five (5) years.

8.11 Employees may be granted a leave of absence

for good cause not to exceed ~~six~~ **(6)** months, when recommended by the Union and approved by the Company, without affecting their seniority. Extensions of such leave may be granted if agreed to between the Union and the Company.

8.12 *An* employee selected to a Union position or elected by the Union to do work which takes him from his employment with the Company, shall, upon the written request of the Union, receive a temporary leave of absence for the period of his service for the Union, and upon his return shall be re-employed at the work he left if available or on a similar job to that in which he was engaged immediately prior to his leave of absence. Application for such leave of absence shall be made and granted yearly.

8.13 Any employee selected by the Company to fill an excluded position, shall have three months in which to satisfy himself and the Company of his fitness, at the end of which time, if he does not remain in the excluded position, he shall be returned to the original position without loss of seniority. In the event, however, that he continues in the excluded position beyond the three month period, his seniority will be frozen as to the date on which he first entered upon the duties of the excluded position and he shall not accrue further seniority until he returns to a position in the bargaining unit. Any employee being transferred to an excluded position after the effective date of this agreement shall not return to a position in the bargaining unit after one year in the excluded position if as a result of his return another employee in the bargaining unit would be laid off within a period of sixty (60) working days of the return of the person from the excluded position.

8.14 The Company agrees that stability in shift schedules is a desirable objective, that changes in posted schedules should be kept to a minimum and confined to unusual circumstances. No change in a posted schedule will be made within twenty-four (24) hours of the time the change is to occur without the agreement of the Union. Emergency situations will be discussed with the Union committee, and by mutual agreement such changes may be made, and mutual agreement will not be unreasonably withheld. The Company agrees to make every effort to give employees affected the greatest possible amount of advance notice of a schedule change.

8.15 When an employee bids on a new job or to fill a vacancy or for promotion to a better paid job and is assigned to such job by reason of his bid, such employee will have a period of sixty (60) days to decide if he wishes to stay on the job and the Company has sixty (60) days to decide whether or not they desire to make the appointment permanent; provided, however, that if the employee has been previously employed in that department for a total of over thirty (30) days within the previous three (3) years, the period shall be six (6) days. If the assignment is terminated by either of the parties within the applicable period such employee will go back to his old job without loss of seniority in his department.

8.16 All work performed over eight (8) hours in any one day shall be paid for at the rate of time and one-half, provided that if any employee having commenced work after the start of his scheduled shift is requested by the Company to work past the end of his scheduled shift, such employee shall be paid at the rate of time and one-

half for all work performed after the end of his scheduled shift notwithstanding that such employee has not performed eight (8) hours' work in that day. All work performed on the employee's sixth day shall be paid for at the rate of time and one-half. All work performed on the employee's seventh day shall be paid for at the rate of double time. This provision shall not apply to part-time employees.

8.17 (a) The work week of all employees will be forty (40) hours. However, this shall not be construed as a guarantee of forty (40) hours work.

(b) All employees, except part time employees, called to work on their days off, will receive a minimum of four (4) hours' work at time and one-half or will receive a minimum of four (4) hours at double time, as provided in Clause 8.16 above. The Company agrees to make every effort to schedule shifts at least twelve (12) hours apart, and if an employee is asked to and does return to work before the expiration of twelve (12) hours after he last worked he shall receive time and one-half for work performed within such twelve (12) hour period except where the return is required because of vacations or sickness.

8.18 The Company agrees to maintain the schedule of established hourly rates as set forth in Appendix "A" attached hereto and made a part of this agreement, except that probationary employees will not receive the full established rate under any classification until they have completed one hundred and twenty (120) days of employment. Probationary employees will receive seventy-five cents (75¢) less than the established rate for their classifications, together with the cost-of-living allowance then in effect, for the first sixty (60) calendar days of employment, fifty cents (50¢) less than the established rate for their

classifications together with the cost-of-living allowance then in effect, for the next thirty (30) calendar days of employment, twenty-five (~~25¢~~) less than the established rate for their classifications, together with cost-of-living allowance then in effect, for the next thirty (30) calendar days of employment, and they will receive full rate for their classifications on the 121st calendar day of employment. The Company agrees to notify one of the Union's stewards, in writing, of the starting rates at which all new employees are hired, such notice to be given within three days of the date of hiring.

8.19 When an employee is transferred or hired as a Tunnel Maintenance Mechanics' Helper, his starting rate will be specified in the contract at the date of transfer or employment. A vacancy for the Tunnel Maintenance Mechanics' Helper will be posted and applicants will be required to give a resume of their prior work, schooling or training experience consistent with the qualifications for the job. The first six (6) months on the job will be considered a trial period and an employee must by the expiry of such six (6) month period exhibit a potential ability to become a Tunnel Maintenance Mechanic (Millwright). If the supervisor in conjunction with the Union committee, reaches the conclusion that the employee has not exhibited such potential within the said six month period, the employee shall be returned to his former job. In addition, if the employee during such six (6) month period decides he does not wish to stay on the job, he shall be returned to his former job. At the end of the first and second year on the job the employee will receive a ten cent (10¢) per hour increase in each of those two years automatically. If a vacancy occurs in the Tunnel Maintenance Tunnel Maintenance Mechanic's Helper will receive the job consistent with the provisions of paragraph 8.05.

PAID HOLIDAYS

9.01 All employees under this contract will receive fourteen (14) paid holidays, as follows:

New Year's Day	February 14
St. Patrick's Day	(Valentine's Day)
Easter Sunday	Good Friday
Father's Day	Victoria Day
Civic Holiday	Canada Day
Thanksgiving Day	Labour Day
Christmas Day	Remembrance Day
	Boxing Day

Provided, however, that if at any time during the term of this contract Heritage Day or any other holiday is proclaimed as a statutory holiday, the Company and the Union will agree on the deletion of one of the aforesaid paid holidays so that the Company is only obliged to pay for fourteen (14) paid holidays for each year of this agreement.

9.02 Eight hours will be considered as a full day's pay; if an employee is assigned to work on any of these holidays, he will receive one and one-half times his straight time pay for hours worked in addition to the above holiday pay. An employee, not scheduled to work on a holiday, who is nevertheless called in to and does work the holiday, will receive double his straight time pay for hours worked in addition to his holiday pay.

9.03 An employee will receive holiday pay if

- (a) he has completed thirty (30) days of employment, has been entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday, and did report for work on the holiday if scheduled or called in for work on such holiday;
- (b) if he is on vacation;
- (c) if he is off on an illness or accident of sixty

- (60) days or less encompassing the holiday and provides a physician's letter authenticating the illness or accident; or
- (d) the holiday occurs while he is absent from work for a period of six (6) months or less on a compensable (under Workers' Compensation) injury.

9.04 With respect to rate of pay for paid holidays, where **an** employee is filling in from one classification to another during vacations or for other cause for a period of at least one complete pay period, the paid holiday will be made on the basis of the higher of the rate of pay for the classification in which he is filling in or his rate of pay of the department in which he carries his seniority which constitutes his regular **job**.

VACATIONS WITH PAY

10.01 Regular employees having at least one year and less than four **(4)** years' service with the Company shall be given a fourteen **(14)** day vacation with eighty (80) hours' pay.

10.02 Regular employees having completed ~~four~~ **(4)** years but less than twelve (12) years' service with the Company as of the date their vacation is taken shall be given twenty-one **(21)** days' vacation with one hundred and twenty (120) hours' pay.

10.03 Regular employees having completed twelve (12) years but less than twenty-one (21) years' service with the Company as of the date their vacation is taken shall be given twenty-eight (28) days' vacation with one hundred and sixty (160) hours' pay.

10.04 Regular employees having completed twenty-one **(21)** years of service will be granted thirty-five (35) days' vacation with two hundred **(200)** hours' pay.

10.05 "Service" for the purpose of paragraphs 10.01, 10.02, 10.03, 10.04 and 10.09 of this Article 10 shall include service since the last date of hire.

Notwithstanding the provisions of Clauses 10.01, 10.02, 10.03 and 10.04, where an employee has, during any one of his vacation years ending on the anniversary date of his hiring, received pay from the Company for less than 1040 compensated hours, he shall receive:

- (i) in lieu of eighty (80) hours of pay where Clause 10.01 is applicable, four per cent (4%) of his gross earnings during such vacation year;
- (ii) in lieu of one hundred and twenty (120) hours of pay where Clause 10.02 is applicable, six per cent (6%) of his gross earnings during such vacation year;
- (iii) in lieu of one hundred and sixty (160) hours of pay where Clause 10.03 is applicable, eight per cent (8%) of his gross earnings during such vacation year;
- (iv) in lieu of two hundred (200) hours of pay where Clause 10.04 is applicable, ten per cent (10%) of his gross earnings during such vacation year.

Provided, however, that when an employee has worked at least one hundred and seventy-three (173) hours for the Company in the vacation qualifying year, he shall be credited with forty (40) hours compensation towards his 1,040 qualifying compensated hours for each week that such employee was during the vacation qualifying year in receipt of benefits from the sickness and accident plan provided by the Company under Article 16.01 and/or in receipt of Workers' Compensation Board temporary total disability benefits.

10.06 The Company will grant as many vacations as possible during the choice months. When requested, the Company will allow two employees from any one department to be absent on vacation at the same time except that if the Company cannot adequately staff the departments in the Maintenance Division with the two employees absent at the time requested, the junior employee will be required to change his vacation time. Employees failing to choose vacations at the time of bids shall be assigned same by the Company, according to seniority. Employees will bid for vacations within the specified time of October 1st to November 30th.

10.07 It shall be further understood that any request from an employee wishing to change the date of his vacation after the vacation list has been completed shall be jointly reviewed by the Company and the Union.

10.08 With respect to the rate of pay for vacations, the pay allowances will be made on the basis of the department of which the employee carries his seniority, unless he has been working in another classification for at least two (2) months prior to the time he goes on vacation. In such event, the rate will be determined on the basis of the work that he is doing at the time the vacation is taken.

10.09 Employees leaving the service of the Company after twelve (12) months of service and not having received their vacation allowance shall receive a vacation allowance computed on the number of months they have worked from their last anniversary date to the time of leaving the service. Employees leaving the service of the Company after receiving vacation prior to the anniversary date will be charged for the number of days vacation not earned.

10.10 If an employee has at the time of his retirement accrued at least six (6) months vacation entitlement, he shall receive his full vacation entitlement for the year, otherwise his vacation entitlement shall be his accrued entitlement at the time of his retirement.

BULLETIN BOARDS

11.01 The Company shall provide five (5) bulletin boards for the exclusive use of the employees, where duly authorized representatives of the Union may post notices of union affairs.

RATES OF PAY

12.01 An employee may be assigned to regular hours of work in more than one department having different rates of pay, in which event his rate of pay will be on the basis of hours worked in each of the respective departments.

PART-TIME EMPLOYEES

13.01 The use of so-called part-time employees by the Company will be permitted in the traffic departments on weekends (Friday, Saturday and Sunday) throughout the year. The use of a part-time employee to fill an absence caused by the vacation, sickness or accident of a regular employee or the absence of a regular employee on jury duty or bereavement leave on days other than Friday, Saturday and Sunday will be permitted. Part-time employees will be allowed to work in the maintenance division up to forty (40) hours per week during the months of May, June, July, August and September. Regular employees shall have preference over part-time employees with respect to jobs and classifications. There will be no hiring of part-time employees if regular employees are laid off, assuming the regular

employees are willing to work. A part-time employee will receive not less than \$4.75 per hour nor more than thirty (30) cents less per hour than the base rate for the classification in which he is performing work. Hourly rates for part-time employees will be entirely within the discretion and control of the Company subject only to the aforesaid limits. Part-time employees will not work more than eight (8) hours a day. If a part-time employee is later hired as a regular employee, his seniority will begin with his hiring date as a regular employee and will not include any of his service as a part-time employee. The number of part-time employees available for work in the Traffic Division shall not exceed in number thirty per cent (30%) of the number of full-time employees in the bargaining unit. The Company will provide an accurate list of all part-time employees available for work at any one time.

13.02 Sons and daughters of employees will be given first preference in the hiring of part-time help.

The Company agrees that sons and daughters of members of the bargaining unit will be offered equal hours of work to those offered to any other part-time workers.

13.03 Part-time employees shall not be entitled to the benefits provided under this agreement except such as are specifically herein provided for part-time employees and except as required by law.

RULES AND REGULATIONS

14.01 The Union recognizes the right of the Company to make and alter from time to time reasonable rules and regulations to be observed by employees, which reasonable rules and regulations shall not be inconsistent with the provisions of this agreement.

NO DISCRIMINATION

15.01 The Company agrees that it will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, creed, colour, national origin, political affiliation, sex, marital status or union membership.

SICKNESS AND ACCIDENT PLAN

16.01 The Company will pay the total cost of the Sickness and Accident Plan to be provided by London Life Insurance Company with the following general provisions: \$170. weekly income; effective August 1, 1987, \$190. weekly income; and effective August 1, 1988, \$200. weekly income; no waiting period for accident, 3 days waiting period for illness, maximum duration 26 weeks; \$500. a month after six months and \$600. a month effective August 1, 1987 up to age 65.

DISCIPLINED EMPLOYEES

17.01 Any employee who is called into the office for the purpose of disciplinary action shall be accompanied by the chairman together with either a secretary or steward, who will have received in writing previous notification of the specific charges against said employee. The chairman, together with either the secretary or the steward will attend such meeting and if kept beyond their normal shift will be paid their regular straight time hourly rate for the time spent in the meeting beyond the end of their normal shift. If called in specifically for the purposes of such meeting, the chairman, the secretary, or the steward will be paid his regular straight time hourly rate for time spent in the meeting.

17.02 All derogatory or disciplinary notations will be removed from an employee's record after one (1) year.

OVERTIME

18.01 Overtime and extra time will be evenly distributed among those normally performing the classification of work insofar as it is possible to do so. Provided, however, that any employee scheduled to work in a classification other than his own for a period of at least one week shall be entitled to share in the overtime in the classification in which he is working, provided that such employee will be charged with the highest number of overtime hours in such classification when he commences work in that classification. It will be further understood that all overtime shall be on a voluntary basis.

18.02 The Company agrees that in calling men in for extra work, it will go first to the man in the department having the least amount of overtime in the calendar year, regardless of whether the employee is on his first or second day off. Then to the next man having the least amount of overtime, and so forth down the list. Overtime offered but not worked shall be taken into account in determining which employee has had the least amount of overtime, and priority among employees having the same amount of overtime shall be given to the employee having the greater seniority.

18.03 The Company agrees that no employee shall be required to change his hours of work, classification or day off to avoid payment of overtime to the employee who is required to change. The Company further agrees that no employee shall be required or permitted to work more than twelve (12) hours in succession. No employee shall be required to move from one eight (8) hour shift to another without having at least twelve (12) hours off before being called to another shift.

18.04 All overtime hours worked or refused will be charged at the overtime rate. All overtime will be posted on a monthly basis of which a copy will be given to the Union Secretary.

MAJOR DISABILITY

19.01 In the event of an employee suffering a major disability or becoming incapacitated, exception may be made to the seniority provisions of this agreement in favour of such employee by the agreement between the Company and the Union.

GENERAL

20.01 At the termination of the service of an employee with the Company, he will be given a certificate showing his term of service and capacity in which employed if so requested.

20.02 Disabled employees who are applicants for employment in other departments will be given preference in assigning them to other duties such as they may be able to perform and for which they are qualified.

20.03 Due to the International operations of the Company, the Immigration authorities of the United States and Canada require that employees of the Company who work on both sides of the Detroit River be kept in balance as to numbers so far as may be practicable without regard to employment classification. The Union agrees that it will not object to or interfere with such practice.

20.04 (1) The Company agrees to pay the cost of the following items for regular employees:

(a) Life Insurance of \$15,000. and effective August 1, 1987, of \$16,000. and effective August 1, 1988, of \$17,000. with double indemnity for accidental death and dismemberment;

(b) Life insurance of \$2,000. to retired employees;

(c) Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage with coverage where necessary for retired employees and their spouses and eligible dependants and for widows and eligible dependants of deceased retired employees for life or until remarriage;

(d) Green Shield Apoth-A-Care Plan No. 3 with coverage for retired employees and their spouses and eligible dependants and for widows and eligible dependants of deceased retired employees for life or until re-marriage, said Plan to provide for mandatory product selection in accordance with Green Shield procedures;

(e) Green Shield Dent-A-Care Plus 4 Plan, at the sole cost of the Company based on the current O.D.A. Schedule for the employee, his spouse and eligible dependants. The orthodontic maximum will be raised to \$1,000. per individual. Recall examination will be changed from twice in twelve consecutive months to once every nine months and there will be added pit and fissure sealants and athletic mouthguards;

(f) Green Shield Vision Care Plan #7 (\$80. Plan) and Audio Plan (\$300. every 3 years) for the employee, his spouse and eligible dependants; and effective August 1, 1988 for retired employees and their spouses and eligible dependants;

(g) Green Shield Extended Health Service Plan **E4** for the employee, his spouse and eligible dependants;

(h) Green Shield Out-of-Province Plan for the employee, his spouse and eligible dependants.

(2) The Company agrees to pay for the widow and eligible dependants of a deceased employee who dies prior to retirement with at least ten (10)

years' seniority the necessary premiums to provide Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage, and the Green Shield Apoth-A-Care Plan No. 3 until the expiry of ten (10) years from the death of the employee or until re-marriage of the widow whichever occurs first. If allowed by the carrier the widow will be allowed to maintain coverage in the Green Shield Dent-A-Care Plan so long as she provides the Company with the cost of such coverage.

(3) The Company shall have the right to change the carrier from Green Shield for the benefits provided in Clauses ~~20.04~~ (1) (c), (d), (e), (f), (g) or (h) provided the coverage is equivalent or better.

20.05 (a) Upon request the Company will furnish each retired employee with a permanent pass and identification card which can be presented to a toll collector for free transportation through the tunnel for automobile travel. It is understood that these passes are restricted by the Board of Transport Commissioners and the I.C.C. for use of the employee only and when passes are issued such restrictions are printed on the passes. These employees may not pass through the tunnel on trip passes issued by the toll collectors.

(b) The Company will pay the renewal fee to any present employees whose jobs require the holding of Ontario Chauffeur Licence. The Company will pay for such employee the cost of the mandatory medical examinations, to be arranged by the Company.

(c) For jobs for which the Company requires trade licences, namely electricians and **garage** mechanics, persons being hired for or employees transferring to such jobs must possess the trade

licences necessary to qualify for such **jobs**, such licences to be then valid and current.

(d) Thereafter the Company will pay the renewal fees for such trade licences.

20.06 (a) The Company will allow one hundred and seventy-five Dollars (**\$175**) per contract year for the purchase of uniforms (including black shoes and fur hats) for the following classifications:

Traffic Captains
Traffic Directors (Guards)
Toll Collectors

Part-time employees or regular employees temporarily assigned to the above classifications are not to **be** included under this clause and the Company will furnish uniforms **as** required for such part-time and temporarily assigned employees. It is understood that payments will be made by the Company to the firm from which such uniforms are purchased and each employee shall consult **his** Supervisor with respect to procedure to be followed in the securing of uniforms. The period will be based upon the time the uniforms are purchased, not upon delivery. In determining the contract year in which the purchase is made, no balance of allowance will be carried forward from one contract year to another contract year except that employees entering any of the above classifications for the first time by promotion or hiring may combine the first and second years' allowance and spend up to Two hundred and twenty-five Dollars (**\$225**) in the first year of their employment in such classification, and leave for spending in the second year of their employment in such classification only the unspent balance of the said Three hundred and fifty ~~Dollar~~ (**\$350**) allowance. The wearing of an

employee's own fur hat must be approved by the Company.

(b) The Company will allow One hundred and seventy-five Dollars **(\$175)** per contract year for the following employees:

Maintenance Division Employees

for the purchase of work clothing. The Company will also supply work gloves and safety shoes. One (1) pair of safety shoes (\$65. annually) to be supplied for each employee per contract year unless the same are damaged on the Company premises. The Company will purchase said work clothes each contract year. The place of purchase and quality of the uniforms will be mutually agreed upon by both the Company and the Union.

(c) Clothing and uniforms for garage employees, maintenance employees and janitors will be purchased each contract year by the Company, and shall be of such quantity and quality as shall be mutually agreed upon by the Company and the Union.

20.07 The Union will be notified of all hires, quits, permanent transfers, demotions and promotions, such notification to be made at the time such change takes place or within three (3) days thereafter excluding Saturdays, Sundays and paid holidays.

20.08 The Company agrees that all employees covered by this agreement shall be granted thirty (30) minutes for lunch and shall have their lunch period paid for by the Company.

20.09 Any job which has to be filled in Canada and which became vacant as a result of the retirement or termination of an employee, or because of the discharge of an employee where the discharge is not nullified through the grievance

machinery, or in the case of the death of an employee, shall be filled by hiring a Canadian.

20.10 (a) When death occurs in an employee's immediate family, he shall on notification to the Company be excused for any three regularly scheduled working days, or less, immediately following the death, provided he attends the funeral. The recognized three days shall fall within the two (2) working days immediately before the day of the funeral, the day of the funeral, and the day immediately following the funeral. Upon written application the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused (excluding regular days off) provided he attends the funeral. Payment shall be made at the employee's regular straight time hourly rate, exclusive of overtime or any other premiums. Time thus paid will not be counted as hours worked for the purpose of overtime. In the event that an employee is unable to attend the funeral of a member of his immediate family he will be granted one (1) day's compassionate leave of absence with pay. ("Immediate family" shall be defined as spouse, parent, step-parent, child, step-child, brother, sister, common law spouse, or parent of spouse.)

(b) An employee shall be granted a one (1) day leave of absence with pay at his regular straight time hourly rate to attend the funeral of the employee's grandparent, provided he attends the funeral and was otherwise scheduled to work on the day of the funeral.

20.11 When an employee is called for jury duty, or witness duty involving Company business or as a witness subpoenaed by the Crown, the Company will pay the difference between the money received

for such jury duty or witness duty and his eight (8) hours straight time rate, excluding overtime and any other premiums.

20.12 Written communications between the Company and the Union will be answered promptly within a three day period excluding Saturdays and Sundays, and in writing, by the party addressed.

20.13 Salaried personnel will not do work performed by members of the bargaining unit; however, this will not prevent a short relief of an employee in the bargaining unit by a supervisor when, due to a sudden illness or other unusual circumstances, such relief is in the best interest of the employee concerned or of the public.

20.14 Employees on the day and midnight shifts will be paid weekly every Friday during his shift for work performed through midnight of Saturday of the prior week. Employees on the afternoon shift shall be paid weekly during his shift on Thursday for work performed through midnight of Saturday of the prior week.

20.15 Fifteen (15) minutes of check-out time will be allowed each toll collector so long as it is necessary for him to check out at the end of a shift.

20.16 All current retired employees as of August 21st, 1971, shall be paid an allowance of Twenty Dollars (\$20) per month until death of such current retired employee in addition to the pension benefit received by such current retired employee under the pension plan.

20.17 The Company will pay an employee an additional twenty-eight cents (.28) per hour for performance of work on any shift commencing on or after twelve o'clock noon on any day and before 2:00 a.m. on the following day provided

that no overtime or extra time premium applies to such additional payment. Shift premium will be paid for all applicable overtime and premium hours but shall not be pyramided.

20.18 Employees with one or more years' seniority who have performed work for the Company at any time during a contract year shall be entitled to a paid absence allowance as follows:

(a) Employees with one or more years' seniority who have performed work for the Company at any time during a contract year shall be entitled to a paid absence allowance of forty (40) hours for each contract year. Employees intending to be absent from work on a paid absence must give the Company at least seventy-two (72) hours' notice of their intention to be absent unless the Company waives the necessity of such notice.

(b) In addition to the use of part-time employees provided under Clause 13.01, the Company may use part-time employees to replace employees while on their paid absence.

(c) Any hours not used by employees for paid absence at the end of each contract year, commencing with the end of the first contract year of this Agreement, shall be paid off (and thereby cancelled) on the second pay day in the immediately following December at the employee's regular hourly rate in effect in the previous contract year, that is, for example, the payment made in December, 1987, shall be at the employee's hourly rate in effect in the first contract year.

PAID EDUCATION LEAVE

21.01 The Company agrees to pay quarterly an amount equal to one cent (1¢) per hour per employee for all compensated hours to the Canadian Paid Education Leave Training

Program, P.O. Box 897, Port Elgin, Ontario, NOH 2C0, for the purpose of providing a trust fund for paid education leave.

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 education leave of absence will continue to accrue seniority and benefits during such leave. The Company shall not be obligated to grant such leave of absence to more than one employee in each year of the collective agreement.

HEALTH AND SAFETY

22.01 The Union may elect or appoint two (2) safety representatives who shall meet with two (2) representatives of the Company designated as its safety representatives once each month to review all safety problems provided a Union representative or a Company representative has delivered to the other representatives an agenda for such meeting at least forty-eight (48) hours prior to the meeting. Recommendations made jointly by both the Union representatives and the Company representatives will be given careful considerations by the Company.

Where the matter has been considered by the Union representatives and the Company representatives and no settlement has been reached with respect to a safety problem, the Union may proceed through the grievance procedure as per Article 7.

The Company shall issue safety equipment to all regular employees in the Maintenance Department who are required by the Company to wear



such equipment. The employee shall be responsible to replace any equipment previously issued to him which is lost through the employee's carelessness.

PREGNANCY AND ADOPTION LEAVE

23.01 The Company agrees to comply with the provisions of the Canada Labour Code with respect to the pregnancy leave of seventeen (17) weeks without pay and the child care leave and adoption leave of twenty-four (24) weeks without pay.

PENSION PLAN

24.01 The Company will institute the amendments to the non-contributory pension plan in accordance with the provisions set out in the Memorandum of Settlement between the Company and the Union dated February 11, 1987.

DURATION OF AGREEMENT

25.01 This agreement shall continue in effect until the 1st day of August, 1989, and thereafter until terminated, modified or amended as herein provided, and shall be binding on the successors and assigns of the parties hereto. Should either party hereto desire on or after June 1st, 1989, to terminate, modify or amend this agreement such party shall give sixty (60) days' notice in writing to the other party of such desire.

25.02 A wage increase of twenty cents (20¢) per hour shall become effective for all employees in the bargaining unit retroactive to August 1st, 1986, and a wage increase of twenty cents (20¢) per hour shall become effective for all employees in the bargaining unit on August 1st, 1987, and a wage increase of twenty cents (20¢) per hour shall become effective for all employees in the

bargaining unit on August 1st, 1988. Unless otherwise specifically provided all other increases and changes are effective as of the said date of this agreement, and for the increases covered by insurance as soon thereafter as the changes in the insurance coverages can be arranged. Any increase in benefits apply to employees on lay-off, leave of absence or on sickness or accident only on their return to work.

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

DETROIT & CANADA
TUNNEL CORPORATION
per **James N. Bartlet**
Russell G. Bouchard
Robert DeCew

THE NATIONAL AUTOMOBILE
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS UNION OF
CANADA (C.A.W.-CANADA)
Rick Lebert
Mark Mallen
Robert Damphouse
Ron Dickson
Arthur Gendreau

APPENDIX "A"

COST-OF-LIVING ALLOWANCE

In addition to the rates set out in this Appendix "A" and subject to the conditions and provisions set forth herein, a Cost-of-Living Allowance shall be paid to each employee based on the following:

(a) Effective on the 11th day of February, 1987, the sum of Eighty-six cents (86¢) will be folded into the hourly wage rates as more particularly shown on the schedule set out in this Appendix "A".

(b) Effective on the 11th day of February, 1987, and continuing to the next quarterly adjustment, the Cost-of-Living Allowance will be sixteen cents (16¢) per hour.

(c) The Cost-of-Living Allowance will be adjusted in February, 1987, on the basis of sixteen cents (16¢) per hour plus or minus one cent (1¢) for each .42 point increase or decrease in the Statistics Canada Consumer Price Index (1971 = 100), hereinafter referred to as "the Index" for the month of January, 1987, over the base figure of 317.4 being the Index for October, 1986, published in November, 1986.

(d) Thereafter during the term of the agreement, adjustments to the Cost-of-Living Allowance will be made quarterly in the months of May, August, November and February based on the Indices published in those months for the immediately preceding months, on the basis of sixteen cents (16¢) per hour plus or minus one (1¢) for each .42 point increase or decrease in the Index over the base figure of 317.4, commencing in the month of May, 1987, based on the Index for April, 1987, published in May, 1987, and continuing quarterly thereafter during the term of the agreement.

(e) Any changes in the Consumer Price Index ~~will~~ not affect either up or down the regular rates as shown on the schedule set out in this Appendix "A", nor such automatic increases to the regular rates as provided therein.

(f) In the event Statistics Canada do not issue the Consumer Price Index on or before the beginning of the first pay period in the quarterly period subject to adjustment, any adjustment required shall be made at the beginning of the first pay period following receipt of the Index.

(g) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Statistics Canada Consumer Price Index.

(h) Continuance of the Cost-of-Living Allowance shall be dependent upon the availability of the official monthly Statistics Canada Consumer Price Index calculated on the same basis and in the same form as the Index for October, 1986, published in November, 1986, unless otherwise agreed by the parties.

(i) Cost-of-Living Allowance in effect at the time shall be paid for all hours worked, and for all hours of pay which an employee receives for holiday pay, paid absence days, vacation pay, bereavement pay, call-in pay and jury duty pay.

CLASSIFICATIONS AND HOURLY RATES

	Aug. 1 1986	Feb. 11 1987	Aug. 1 1987	Aug. 1 1988
A. Maintenance Division				
Electricians	\$14.01	\$14.87	\$15.07	\$15.27
Electrician Helper	12.73	13.59	13.79	13.99
Ventilation Operator	12.92	13.78	13.98	14.18
Tunnel Maintenance Mechanics (Millwrights).....	12.73	13.59	13.79	13.99
Maintenance Mechanic Helper	12.39	13.25	13.45	13.65
Mason	12.73	13.59	13.79	13.99
Mason Helper	12.37	13.23	13.43	13.63
Garage Mechanic (a)	12.73	13.59	13.79	13.99
Garage Mechanics Helper Div. I ..	12.39	13.25	13.45	13.65
Garage Mechanics Helper Div. II ..	12.29	13.15	13.35	13.55
Janitors	12.29	13.15	13.35	13.55
Labourers	12.15	13.01	13.21	13.41
B. Traffic Division				
Traffic Captains	12.39	13.25	13.45	13.65
Toll Collectors	12.39	13.25	13.45	13.65
Traffic Guards	12.29	13.15	13.35	13.55

LETTERS OF UNDERSTANDING

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Re: Drug and Alcohol Abuse

The Company and the Union recognize that alcoholism and drug abuse are illnesses that can be treated.

The Company recognizes the importance of a continuous co-operative effort between the Company representatives and the officials of the Union to deal with substance abuse. It would be appropriate for the Union and the Company to periodically monitor these problems and the structure and effectiveness of the programs available, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems.

It is understood that the programs such as "BRENTWOOD" exist for the purpose of assisting employees who are in need of assistance and continue on a course of treatment consistent with the stipulation of the program.

Nothing in this statement is to be interpreted or construed as a waiver of management's rights to maintain discipline in any case of misconduct which may result from or be associated with the use of alcohol and drugs.

The Company will submit Sickness and Accident claims for employees who are undergoing a prescribed rehabilitation program for drug and alcohol abuse, in accordance with the Sickness and Accident Plan.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Re: Understanding on Paid Absence Days

This will confirm the understandings which have been agreed to during our current negotiations with respect to the scheduling of "paid absence" days. "Paid absence" days may not be used to cover absences due to illness or accident. "Paid absence" days may be "tacked on" to vacations provided the Company can adequately staff the shifts involved, but may not be "tacked on" to days off. Subject to the foregoing, where the employee wishes to use a "paid absence" day for a casual absence he shall give notice to the Company, and where seventy-two (72) hours' notice has been given to the Company the employee's request for a "paid absence" day will be honoured. All requests for "paid absence" days will be disposed of by me.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Ties must be worn with long ~~or~~ short sleeve uniform shirts which require a tie. Uniform sport shirts may be worn without ties between May 1st and September 30th inclusive.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

You have requested that I outline the duties of a part-time supervisor.

Primarily, he must be able to relate to the other employees. He must sell change to the toll collectors when needed. He must watch traffic, and when the need arises open lanes to accommodate the travelling public. If we have someone missing on the shift he must be **familiar** with the schedules of **all** departments in order to replace them properly. He does not reprimand nor does he discipline any employee.

Over the **years** this has **been** a satisfactory arrangement between management **and** the bargaining unit, **and** we hope the practice of promoting from the ranks **will** continue.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Re: Pay Cheques

This letter will confirm the undertaking given to the Union Negotiating Committee during our recent negotiations that the Company will have available by the end of the shift on Thursday mornings the pay cheques for the employees who are not scheduled to work on the weekend. However, the Company will not be in breach of this undertaking if it fails to have such cheques available if it made every possible effort to do so.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Re: Understanding re Detroit and Windsor
Ventilation Buildings

In case of a breakdown of control or equipment in the Ventilation Buildings on days or shifts when a Tunnel Electrician is not on duty the following procedure will be in effect.

- (1) The Maintenance Mechanic (Millwright) on duty will determine if possible the extent of the trouble. If it is of a minor nature, and is in his capacity to correct the situation he will do so, if he cannot, he will immediately call in a Tunnel Electrician.
- (2) It will then be the responsibility of the Tunnel Electrician staff to stay on duty to repair or restore the equipment to its normal operating condition, if possible.
- (3) If assistance is still needed, he will then call in any available qualified person from the maintenance staff and notify his Supervisor or the Supervisor in charge.
- (4) In the circumstances covered by the terms of this letter it is understood that if the breakdown is of an electrical nature an Electrician

will be called in and if the breakdown is of a mechanical nature a Maintenance Mechanic (Millwright) will be called in.

Yours truly,
Russell Bouchard
Labour Relations Representative

APPROVED ON BEHALF OF
THE UNION
Ron Dickson

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Re: Bereavement Leave

The Company agrees that in the administration of the provisions of Paragraph-20.10 dealing with bereavement pay for an employee to attend the funeral of a deceased member or his immediate family, where such deceased member dies outside the Windsor area and the body is to be brought back to Windsor area for the funeral, at the request of the employee, the days for which the employee is to be excused under Paragraph 20.10 shall not commence until the body is returned to the Windsor area.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

Re: Coffee Breaks

In the traffic division the Company will continue the present practice of allowing employees to consume coffee during the performance of their duties.

In all other departments, the Company will allow employees an opportunity to consume coffee at their work stations to the extent of 15 minutes during each half shift, although such 15 minutes may not be consecutive.

The practice of allowing employees to leave the property to obtain coffee will be continued.

Yours truly,
Russell Bouchard
Labour Relations Representative

11th February, 1987

Mr. Ron Dickson
National Representative, C.A.W.
1568 Ouellette Avenue
WINDSOR, Ontario

Dear Sir:

This letter will confirm the undertaking given to the Union Negotiating Committee during our recent negotiations that in the event that the

Company elects to change the carrier for the benefits provided in Clause 20.04 (1) (c), (d), (e), (f), (g) and (h) which change is provided for in Clause 20.04 (3), the Company ~~will meet~~ with the Union to verify that all the coverages to be provided by the new carrier will be the equivalent or better than the coverages provided under the Green Shield Plans. In addition the Company agrees that it will not provide any of the benefits presently provided by this agreement through Blue Cross of Ontario.

Yours truly,
Russell Bouchard
Labour Relations Representative

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