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AGREEMENT

Between

DETROIT AND CANADA
TUNNEL CORPORATION

Detroit, Michigan

— and —

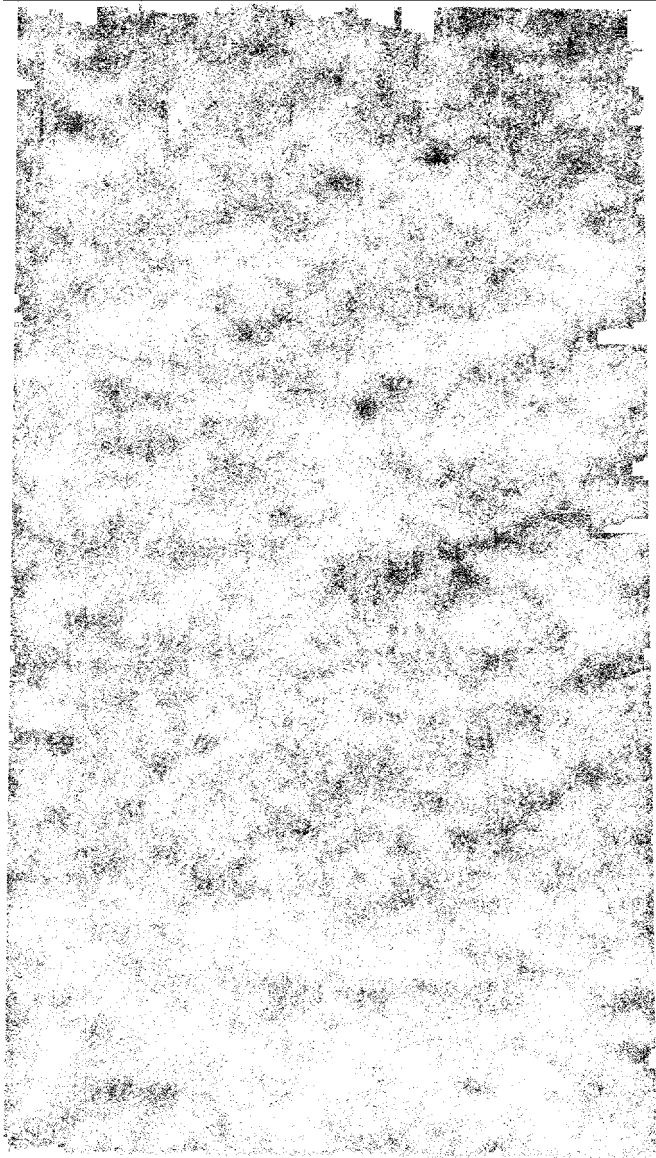
THE NATIONAL AUTOMOBILE
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS
UNION OF CANADA
(C.A.W. - CANADA)

AND ITS LOCAL 195

Windsor, Ontario

JUN 12 1992

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THE NATIONAL AUTOMOBILE
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(C.A.W. - CANADA)

AND **ITS** LOCAL 195
Windsor, Ontario

February 1, 1991
to
January 31, 1994

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A G R E E M E N T

entered into as of the 15th day of July, 1991.

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 hereinafter 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"**

W I T N E S S E T H

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, C.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 non-deduction. 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.

6.02 The Company agrees that no employee will be laid off as a result of the contracting out by the Company of work normally done by members of the bargaining unit

6.03 The Company will pay the Union Committee, no greater ~~than~~ four (4) in number, while negotiating ~~with the~~ Company for the renewal of this Agreement their regular wages for ~~time~~ spent in meetings with the Company up to a maximum of thirty-two (32) hours for each member of ~~the~~ Union Committee.

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. Notwithstanding anything in this Article 8 to the contrary, employees in the classifications of traffic captain, toll collector, traffic guard, garage mechanic's helper and janitor shall be entitled to apply on a job posting for a labourer as vacancies occur which the Company wishes to fill. If *the* successful applicant has been previously classified as a labourer the appointment shall be permanent at once, with no period of time during which the employee may decide if he wishes to stay on the job. If the successful applicant *has* not previously been classified as a labourer he shall have a period of thirty (30) calendar days to decide if he wishes to stay on the job and the Company has thirty (30) calendar days to decide whether or not they desire to make the appointment permanent.

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 **Offices** 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. All present supervisors shall have ~~thirty~~ (30) days from the date of the execution of this Agreement to return ~~to~~ the bargaining unit under the terms of Article 8.13 of ~~the~~ collective agreement which expired on ~~the~~ 31st day of January, 1991.

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. In the Maintenance Division ~~the~~ Company will post a running schedule covering a period of at least ~~three~~ (3) weeks.

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 fifteen (15) 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 first scheduled day off ~~work~~ in a work week shall be paid for at the ~~rate~~ of time and one-half. All work performed on the employee's second scheduled day off work in a work week 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 cents (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 Mechanic (Millwright) classification, the Senior Tunnel Maintenance Mechanics' 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 (Valentine's Day)
St. Patrick's Day	Good Friday
Easter Sunday	Victoria Day
Father's Day	Canada Day
Civic Holiday	Labour day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Provided, however, that if at any time during the **term** of this Agreement, with the exception of Heritage Day, 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, with the exception of Heritage Day if **so proclaimed**.

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 (1) 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 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 1,040 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 September 1st to October 31st.

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 par-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, upgrading, 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:

\$210.00 weekly income: effective February 1st, 1992, \$230.00 weekly income; effective February 1st, 1993, \$275.00 weekly income; no waiting period for accident, ~~three~~ (3) days' waiting ~~period~~ for illness, maximum duration 26 weeks; \$700.00 a month after six months up to age 65 with no carve-out for C.P.P. benefit.

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 \$18,000.00; effective February 1st, 1992, \$19,500.00; effective February 1st, 1993, **\$21,000.00**; with double indemnity for accidental death and dismemberment.
- (b) Life insurance of \$2,000.00 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 remarriage, said Plan to provide for mandatory product selection with a CO-pay of **\$1.00 per** prescription 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 \$1,250.00 per individual. Recall examination will be once

every nine months and there will be pit and fissure sealants and athletic mouthguards;

- (f) Green Shield Vision ~~Care~~ Plan #7 (\$100.00 Plan) and Audio Plan (\$300.00 every 3 years) for the employee, his spouse and eligible dependants, and 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.
- (i) Green Shield ~~Medex~~ 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 remarriage 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), (h) or (i) 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~~ a ~~required~~ motor vehicle 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 (\$175.00) 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 (\$225.00) 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 (\$350.00) 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 (\$175.00) 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 (\$65.00 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. The wearing of ball caps during the year, and the wearing of shorts in dress mode between May 1st and September 30th, inclusive, will be allowed.

(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.

(d) Notwithstanding anything to the contrary in the foregoing subparagraphs (a) and (b), an eligible employee will be entitled for the period from August 1st, 1992, to January 31st, 1994:

- (i) if an employee included within subparagraph (a), a total allowance of Two hundred and sixty-two and 50/100 dollars (\$262.50), and
- (ii) if an employee included within subparagraph (b) a total allowance of three hundred and sixty dollars (\$360.00) to be spent for the purchase of work clothing and safety shoes in such proportion as the employee elects.

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, stepchild, 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. If the toll collector works two (2) hours overtime in the toll department he will be allowed twenty (20) minutes of check-out time instead of the fifteen (15) minute check-out time allowed 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 thirty-one cents (31¢) per hour; effective February 1st, 1992, an additional thirty-five cents (35¢) per hour; effective February 1st, 1993, an additional forty cents (40¢) 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. Paid absence days shall not be used in conjunction with holidays.

(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 canceled) on ~~or~~ before the last day of **March** at the employee's regular hourly ~~rate~~ in effect in the previous contract year, that is, for example, ~~the~~ payment made in **March, 1992**, shall be at the employee's hourly rate in effect 15th day of **January, 1992**.

(d) Notwithstanding anything to the contrary in the preceding sub-paragraphs (a), (b) and (c), an eligible employee shall be entitled to a paid absence allowance for the first contract year of this Agreement expiring ~~on January 31st, 1992~~, of ~~sixty~~ **(60)** hours, less any paid absence hours which have been used by ~~the~~ employee since August 1, 1990.

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 consideration 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~~ noncontributory pension plan in accordance with ~~the~~ provisions set out in the Memorandum of Settlement between ~~the~~ Company and the Union ~~dated~~ July 10th, 1991. In particular ~~the~~ following amendments shall be made:

(a) For those employees retiring on and after February 1st, 1991, the basic benefit ~~shall~~ be increased to \$20.00 per month ~~times~~ years of ~~service~~.

(b) For ~~those~~ employees retiring on and after ~~February~~ 1st, 1992, the basic benefit shall be increased to \$21.00 per month ~~times~~ years of service.



(c) For those employees retiring on and after February 1st, 1993, the basic benefit shall be increased to \$22.00 per month times years of service.

(d) For those employees retiring on and after February 1st, 1991, the supplementary benefit shall be increased to \$12.00 per month times years of service up to a maximum of twenty-five (25) years.

(e) For those employees retiring on and after February 1st, 1992, the supplementary benefit shall be increased to \$13.00 per month times years of service up to a maximum of twenty-five (25) years.

(f) For those employees retiring on and after February 1st, 1993, the supplementary benefit shall be increased to \$14.00 per month times years of service up to a maximum of twenty-five (25) years.

(g) All past retirees as of January 31st, 1991, shall receive a lump sum benefit of \$200.00 on December 15th, 1991, and a further lump sum benefit of \$200.00 on December 15th, 1993.

DURATION OF AGREEMENT

25.01 ~~This agreement shall continue in effect until the 31st day of January, 1994, 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 December 1st, 1993, to terminate, modify or amend this agreement such party shall give sixty (60) days' notice in writing to the other party of such desire.~~

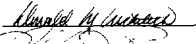
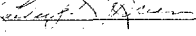
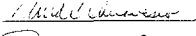
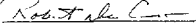
25.02 A wage increase of thirty cents (30¢) per hour shall become effective for all employees in the bargaining unit retroactive to February 1st, 1991, and a wage increase of five cents (5¢) per hour shall become effective for all employees in the bargaining unit on

July 15th, 1991. A wage increase of thirty-five cents (35¢) per hour shall become effective for all employees in the bargaining unit on February 1st, 1992, and a further wage increase of thirty-five cents (35¢) per hour shall become effective for all employees in the bargaining unit on February 1st, 1993. 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 layoff, leave of absence or on sickness or accident only on their return to work.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 7th day of April, 1992.

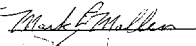
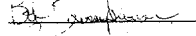
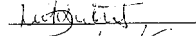
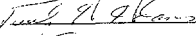
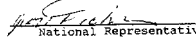
**DETROIT & CANADA
TUNNEL CORPORATION**

per

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

per






National Representative

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 15th day of July, 1991, the sum of eighty cents (80¢) 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 15th day of July, 1991, and continuing to the next quarterly adjustment, the Cost-of-living Allowance will be thirty-two cents (32¢) per hour.

(c) The Cost-of-Living Allowance will be adjusted in August, 1991, on the basis of 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 July, 1991, over the base figure of 379.9 being the Index for October, 1990, published in November, 1990.

(d) Thereafter during the term of the agreement, adjustments to the Cost-of-Living Allowance will be made quarterly in the months of February, May, August and November based on the Indices published in those months for the immediately preceding months, on the basis of plus or minus one cent (1¢) for each .42 point increase or decrease in the Index over the base figure of 379.9, commencing in the

month of November, 1991, based on the Index for October, 1991, published in November, 1991, 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, 1990, published in November, 1990, 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

	<u>Feb. 1</u>	<u>July 15</u>	<u>Feb. 1</u>	<u>Feb. 1</u>
	<u>1991</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
A. Maintenance Division				
Electricians.....	\$16.86	\$17.71	\$18.06	\$18.41
Electrician Helper	15.58	16.43	16.78	17.13
Ventilation Operator	15.77	16.62	16.97	17.32
Tunnel MaintenanceMechanics (Millwrights).....	15.58	16.43	16.78	17.13
Maintenance Mechanic Helper	15.24	16.09	16.44	16.79
Mason	15.58	16.43	16.78	17.13
Mason Helper	15.22	16.07	16.42	16.77
Garage Mechanic (a)	15.58	16.43	16.78	17.13
Garage Mechanics Helper Div.I	15.24	16.09	16.44	16.79
Garage Mechanics Helper Div.II	15.14	15.99	16.34	16.69
Janitors	15.14	15.99	16.34	16.69
Labourers	15.00	15.85	16.20	16.55
B. Traffic Division				
Traffic Captains	15.24	16.09	16.44	16.79
Toll Collectors	15.24	16.09	16.44	16.79
Traffic Guards	15.14	15.99	16.34	16.69

LETTER OF UNDERSTANDING#1

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. • Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: DRUG AND ALCOHOL ABUSE

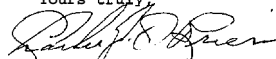
The Company and the Union recognize that alcoholism and drug abuse **are** illnesses that can be **treated**.

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,

Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING#2

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: TRAFFIC DIVISION UNIFORMS

Ties must be worn with long or short sleeve uniform **shirts** which require a **tie**. **Uniform sport shirts** without ties, and **baseball caps** and shorts in dress mode, may be **worn** between May 1st and September 30th inclusive.

Charles J. O'Brien
Vice-President, Administration

LETTER OF UNDERSTANDING #3

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. -Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

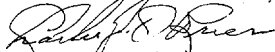
RE: DUTIES OF PART-TIME SUPERVISOR

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 traveling 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,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING#4

July 15th, 1991

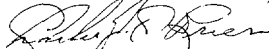
Mr. Ron Dickson
National Representative
C.A.W. -Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

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,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #5

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

**Re: UNDERTAKING 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:

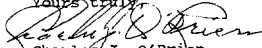
(1) The Maintenance Mechanic (Millwright) **on** duty will determine if possible the extent **of** the trouble. If it is of a **minor nature, and is in his** capacity **to** correct the situation he will do **so**, if he cannot, he will immediately call in a Tunnel Electrician.

(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,

Charles J. O'Brien
Vice-president, Administration

APPROVED ON BEHALF OF THE UNION


Ron Dickson

July 15th. 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

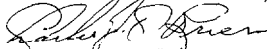
Dear Si:

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~~ of 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,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #7

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: COFFEEBREAKS

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

Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #8

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

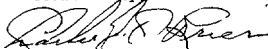
Dear Sir:

RE: BENEFIT PLANS

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), (h) and (i) 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,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #9

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. -Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: PART-TIME EMPLOYEES

This will confirm the undertaking given during the recent negotiations that all part-time employees will be given first consideration in hiring for full-time positions.

Yours truly,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #10

July 15th, 1991

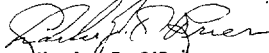
Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: PARKING

This letter will confirm the undertaking given by the Company during the recent negotiations that the Company **will use its best** efforts to retain on **the** plaza, a parking area for bargaining unit employees.

Yours truly,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #11

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. -Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

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 without the payment of overtime, 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

Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #12

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. • Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir:

RE: I.D. CARDS

This will confirm the understanding given during the recent negotiations that the Company will provide all employees and all retirees with I.D. cards bearing their photograph.

Yours truly,



Charles J. O'Brien
Vice-president, Administration

LETTER OF UNDERSTANDING #13

July 15th, 1991

Mr. Ron Dickson
National Representative
C.A.W. - Canada
1568 Ouellette Avenue
Windsor, Ontario N6X 1K7

Dear Sir.

RE: TRAINING OF PART-TIME GUARDS

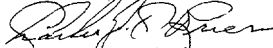
In addition to the uses provided for part-time traffic guards under the terms of the Collective Agreement, the Union proposed that all new part-time traffic guards when hired will work one (1) full week, forty (40) hours, Monday through Friday, solely for the purpose of proper instruction on the job and duties of a traffic guard.

The part-time guard must work with, and be instructed by, a full-time guard or traffic captain. The new part-time guard will not be used for extra work or

to cover any vacancy which may arise on any shift during such forty (40) hour training period.

The actions of the part-time guards after such training or break-in period will not reflect, in any way, on the full-time employees responsible for the training of a new part-time guard.

Yours truly,



Charles J. O'Brien
Vice-president, Administration

Notes:

Notes: