

Wages 90.10.15

SOURCE	Co.
EFF.	90.10.15
NO.	930914
NO. OF EMPLOYEES	625
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# LOCAL AGREEMENTS

BETWEEN

GENERAL MOTORS OF CANADA LIMITED  
Woodstock, Ontario

AND THE

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS  
UNION OF CANADA (CAW - CANADA)

LOCAL 636  
Woodstock, Ontario

Dated

October 11, 1990  
(Effective: October 15, 1990)

0422003

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**MEMORANDUM OF LOCAL**

**SENIORITY AGREEMENT**

entered into

this **Fifteenth day of October, 1990**

BETWEEN:

GENERAL MOTORS OF CANADA LIMITED  
National Parts Distribution Centre  
Woodstock, Ontario  
Hereinafter referred to as the Company.

**AND**

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION OF  
CANADA (**CAW** - Canada) Local No. **636**, Woodstock,  
Ontario,  
Hereinafter referred to as the Union,

WHEREAS,

the parties, together with other parties, entered into an  
agreement dated this **Fifteenth day of October, 1990**,  
hereinafter referred to as the "Master Agreement."

WHEREAS,

the said Master Agreement contemplates that certain matters  
pertaining to Seniority may be the subject of local agreement,  
which matters are herewith made the subject of this Local  
Seniority Agreement.

**WITNESSETH:**

## GENERAL PROVISIONS

(1) In accordance with Paragraph (58) of the Master Agreement, the seniority groups are set forth in Schedule "A" attached hereto,

(2) Pursuant to Paragraph (59) of the Master Agreement, when an employee acquires seniority rights, ~~his/her~~ name and serial number shall be posted in the plant. The names and seniority dates of employees shall be listed under their respective seniority groups in order of seniority. The Union will be notified of all changes made in the seniority lists.

(3) In accordance with Paragraph (60) of the Master Agreement, a master seniority record will be kept in the office and the Chairperson of the Shop Committee may have access to this record at any reasonable time when such office is open. The Company will provide the Union quarterly, with three (3) copies of the seniority list.

## TRANSFERS

(4)(a) The seniority rights of an employee who is transferred from one seniority group to another shall be retained in the seniority group- ~~from~~ which he& was transferred if such transfer does not exceed sixty (60) consecutive days and ~~he/she~~ shall not exercise any seniority rights in the seniority group to which ~~he/she~~ is transferred. ~~In~~ case of such a transfer exceeding sixty (60) consecutive days an employee's seniority rights shall be exercisable in the seniority group to which ~~he/she~~ was transferred and ~~in~~ which ~~he/she~~ is working and not in the seniority group from which ~~he/she~~ was transferred.

(4)(b) Notwithstanding Paragraph 4(a) of this Local Seniority Agreement, an employee transferred under the provisions of Paragraph 62(a) of the Master Agreement ~~will~~ have ~~his/her~~ seniority rights immediately established in the seniority group to which ~~he/she~~ is transferred.

(4)(c) An employee who has filed a request to transfer to another classification may cancel such request by providing proper notification to the Company, prior to the conclusion of the employee's shift on or before the next regular scheduled work day from the request submission date. If the request is cancelled within this period, the employee may not reapply for

such classification for a period of three (3) months from the date of cancellation. If the request is not cancelled within this period, the employee may not cancel such request for a period of three (3) months from the request submission date.

Any special problems which may arise will be discussed by the parties.

(5) Any claim of personal prejudice or any claim of discrimination for union activity in **connection** with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted two (2) working days from the time the grievance is filed.

#### LAYOFF AND RECALL PROVISIONS

(6) The provisions of Paragraph (4)(a) above shall not apply in case of transfers which are made pursuant to the layoff and recall provisions of this Local Seniority Agreement. In case of transfers which are made pursuant to the layoff and recall provisions of this Local Seniority Agreement, the seniority rights of an employee so transferred will be immediately established in his & new seniority group.

(7) No seniority employee shall be laid off due to a reduction in force while probationary employees are retained at work; provided however, that a probationary employee may be retained in a Non-Interchangeable Occupational Seniority Group unless a seniority employee is available who is capable of doing the job held by the probationary employee.

(8) In the event of a reduction in force in a seniority group, adjustments will be effected by the sixth working day following the layoff so that those seniority employees with greater seniority will be retained in the group and those seniority employees with less seniority will be reduced from the group.

(9) Schedule "A" attached hereto sets **forth** the flow rights of seniority employees laid off from a seniority group. Displacements resulting from reductions in a higher seniority group **will** be effected in seniority order.

(10) Recalls to a seniority group will be in seniority order from among those seniority employees who have been removed from that seniority group.

However, a seniority employee who is removed from a Non-Interchangeable seniority group pursuant to these layoff and recall provisions shall be returned in seniority order provided an opening occurs within a period of nine (9) months from the date of the initial reduction in force.

A seniority employee who is transferred pursuant to the provisions of Paragraph 61 and/or 62 of the Master Agreement during this nine (9) month period shall forfeit the right to return.

### **SKILLED TRADES PROVISIONS**

**(11)** None of the above provisions of this Local Seniority Agreement shall apply to Skilled Trades employees except Paragraphs (1) & (3).

**(12)** Pursuant to Paragraph 58 of the Master Agreement;

(a) In the event of a reduction in force, the following procedure shall apply:

**(1)** Supplemental Help and Probationary Journeymen/Journeywomen will be laid off in that order from the classification affected.

**(2)** Journeymen/Journeywomen will be removed in line with their seniority from the Skilled Trades classification affected by the reduction.

**(13)** Any employee laid off from a journeyman/journeywoman classification may elect to take a layoff subject to the provisions of Paragraph (54)(f) of the Master Agreement, or he& may file an application at the Employment Department for work in a classification other than a Skilled Trades classification. Upon receipt of such application the employee will be given preference over a new hire or failing that shall displace a probationary employee working in a non-skilled classification provided however that he/she must return at the earliest opportunity to his/her former Skilled Trades classification in line with his/her seniority, as openings occur. Failing to so return he/she shall forfeit all claim to his/her former Skilled Trades classification and his/her full seniority shall be established in the seniority group in which he/she is working.

**(14)** Such **Journeyman/Journeywomen's** established Skilled Trades classification seniority date shall apply in reductions in force in **his/her** respective Skilled Trades classification.

LAYOFF AND RECALL FOR **60** DAYS OR LESS

**(15)** Notwithstanding the provisions of Paragraphs **(6)** through **(9)** and Paragraphs **(12)(A)** and **(2)** above, in the event of a layoff which layoff **is** known at the time to be of a temporary period of sixty **(60)** days or less the following procedure **will** apply after the sixth working day or at the beginning of the next pay period, whichever is later:

(a) Employees with less than one year's seniority in each seniority group will be laid off **first**.

(b) Thereafter, if less than a full complement of employees with one year or more of seniority are required to perform the available work, employees in each seniority group who have made application to their supervisor no less than five **(5)** working days prior to the layoff to remain at work during any temporary layoff shall be retained in order of seniority provided they can do the available work.

(c) Applications for work referred to in Paragraph **(6)** above, must be made to each employee's supervisor on forms supplied by the Company not less than five **(5)** working days prior to a temporary layoff. Applications for work must **be** renewed on April **1**, of each year and **will** be valid unless cancelled by the employee not less than five **(5)** working days prior to a temporary layoff or until the **employee** is transferred to a different seniority group and **establishes** rights therein pursuant to Paragraphs **(61)** and **(62)** of the Master Agreement or Paragraph **4(a)** of the layoff and recall provisions of the Local Seniority Agreement.

(d) In the event employees are **required** during the temporary layoff in a specific seniority group, individual employees who made application but who were not selected for the available work at the time the layoff commenced, will be selected for the work in seniority order.

(e) In the event there are insufficient employees within the seniority group in (d) above, Management will recall employees in line with their inverse seniority to the affected seniority group.

(f) It is understood that the Company will not be liable for any claim for back pay resulting from the application of these inverse seniority provisions.

(g) Solutions to special problems arising under and not covered by this paragraph may be agreed upon between Labour Relations and the Shop Committee.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly **authorized** officers and representatives.

**FOR LOCAL 636**

**GM OF CANADA LTD.**

David Vyse  
Brian Ellis  
James Davidson  
Richard Beseau  
John Dobbyn

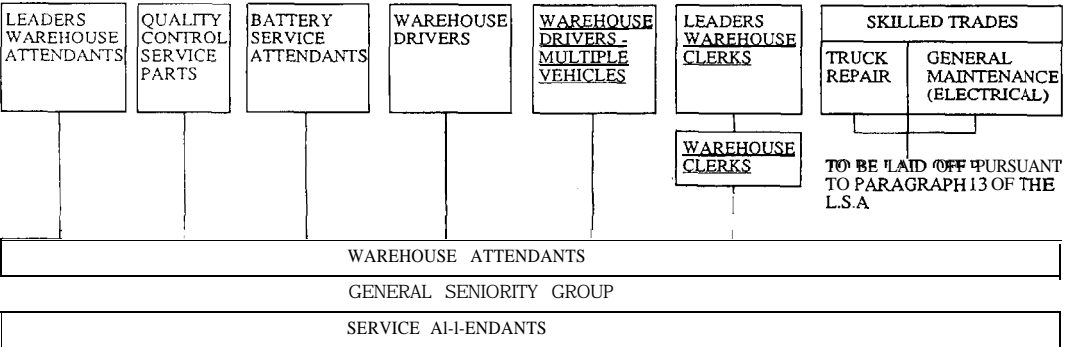
E. W. Routly  
H. R. Bernat  
E. R. Grenier

**FOR THE NATIONAL  
UNION**

R. Tindale



SCHEDULE "A"  
 NON-INTERCHANGEABLE OCCUPATIONAL SENIORITY GROUPS



MEMORANDUM OF LOCAL  
WAGE AGREEMENT

entered into this

**Fifteenth day of October, 1990.**

BETWEEN

GENERAL MOTORS OF CANADA LIMITED  
National Parts Distribution Centre  
Woodstock, Ontario  
Hereinafter referred to as the Company.

AND

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION OF  
CANADA (CAW - Canada), Local No. 636, Woodstock,  
Ontario,  
Hereinafter **referred** to as the Union,

WHEREAS,

the parties, together with other parties, entered into an  
agreement this **fifteenth day of October, 1990** hereinafter  
referred to as the "Master Agreement"; and

WHEREAS

the said Master Agreement contemplates that certain matters  
pertaining to Wages may be the subject of local agreement,  
which matters are herewith made the **subject** of this Local  
**Wage Agreement.**

**WITNESSETH:**

## NEW HIRES - AUTOMATIC WAGE INCREASES

**(1)** Reengaged employees on and after October 15, 1990 shall receive the wage rate for the job classification in which reengaged in accordance with Paragraph (97) of the Master Agreement.

## TEMPORARY TRANSFERS

**(2)(a)** When an employee is temporarily required to work in a lower rated classification other than his/her own when work is not available within his/her own classification, such employee shall **receive** the established rate for the classification in which he/she is required to work.

**(b)** Notwithstanding the above, when an employee is temporarily transferred to a lower rated job classification but he/she works one (1) hour within his/her regular job classification, he/she will be paid the established rate for his/her classification for all the hours worked on that day.

**(c)** In the event an employee is temporarily assigned to a higher rated job classification on any given day, he/she will be compensated at the higher rate for **all hours** worked on that day, providing he& works on such higher rated job classification for one (1) hour or more.

**(d)** When an employee is temporarily required to work in a lower rated classification other than his/her own, while work within his/her own classification is available, such employee shall receive the higher of the two established rates.

**(e)** When an employee is regularly assigned to work in two (2) or more differently rated classifications, he/she will be paid the highest rate.

## PERMANENT TRANSFERS

**(3)(a)** When a probationary employee is permanently transferred to a higher rated classification he/she will receive his/her present rate or the Hiring Rate of the classification to which he/she is transferred, whichever is higher.

**(b)** When a seniority employee is permanently transferred to a higher rated classification he/she will receive the wage rate for that classification on the date of his/her transfer.

(c) When a seniority employee is permanently transferred to a lower rated classification **he/she** will receive the wage rate for that classification on the date of **his/her** transfer.

(d) When an employee is displaced from the plant and is subsequently recalled, **he/she** will receive the established wage rate for the job classification to which he& is assigned.

(4) Attached hereto as Appendix "A" are the wage rates by job classification as agreed upon by the parties.

IN **WITNESS** WHEREOF, the parties hereto have caused their names to be subscribed by their duly **authorized** officers and representatives.

**FOR LOCAL 636**

David **Vyse**  
Brian Ellis  
James Davidson  
Richard **Beseau**  
**John Dobbyn**

**GM OF CANADA LTD.**

**E. W. Routly**  
**H. R. Bernat**  
**E. R. Grenier**

**FOR THE NATIONAL  
UNION**

**R. Tindale**

**APPENDIX "A"**

Wage Rates by job classification effective October 15, 1990  
**and** subsequent increases as provided for in the Master  
Agreement dated October 11, 1990.

APPENDIX "A" OF THE LOCAL WAGE AGREEMENT  
NON-SKILLED CLASSIFICATIONS

Effective Dates

Job Classification	10/15/90	09/16/91	09/21/92
	\$	\$	\$
Battery Service Attendants	18.36	18.73	19.10
Warehouse Clerks	18.53	18.90	19.28
Leaders - Warehouse Clerks	18.76	19.14	19.52
Leader-Warehouse Attendants	18.42	18.79	19.17
Quality Control Service Parts	18.76	19.14	19.52
Service Attendants	17.77	18.13	18.49
Warehouse Attendants	18.16	18.52	18.89
Warehouse Drivers	18.25	18.62	18.99
Warehouse Drivers - Multiple Vehicles	18.36	18.83	19.27

**SKILLED TRADES CLASSIFICATIONS**

**Effective Dates**

<b>Job Classification</b>	<b>10/15/90</b>	<b>09/16/91</b>	<b>09/21/92</b>
	<b>Min M a x</b>	<b>Min M a x</b>	<b>Min M a x</b>
	<b>\$ \$</b>	<b>\$ \$</b>	<b>\$ \$</b>
General Maintenance (Electrical) Truck Repair	21.60-21.80 21.27-21.47	22.04-22.24 21.70-21.90	22.78-22.98 22.44-22.64

**MEMORANDUM OF LOCAL  
GENERAL AGREEMENT**

entered into this

**Fifteenth day of October, 1990.**

BETWEEN:

GENERAL MOTORS OF CANADA LIMITED  
National Parts Distribution Centre  
Woodstock, Ontario  
Hereinafter referred to as the Company,

AND

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION OF  
CANADA (CAW - Canada), Local No. 636, Woodstock,  
Ontario,  
Hereinafter referred to as the Union.

WHEREAS,

the parties, together with other parties, entered into an agreement dated **this Fifteenth day of October, 1990**, hereinafter referred to as the "Master Agreement";

WHEREAS

the said Master Agreement contemplates that certain matters not specifically covered by the terms of the Master Agreement nor by the terms of certain other Local Agreements between the parties hereto may be the subject of local agreement, which matters are herewith made the subject of the Local General Agreement.

**WITNESSETH:**



(1) In the event a Committeeperson is requested at a time when the Zone Committeeperson and ~~his/her~~ Alternate are absent from the plant ~~during~~ the regular working hours of their shift, the Chairperson will be called to handle the complaint.

(2) When the services of the Chairperson are required pursuant to the provisions of Paragraphs (24)(a) or (29) of the Master Agreement, the Chairperson will be notified and arrangements will be made for the Chairperson to leave ~~his/her~~ regular duties as provided in Paragraph (11) of the Master Agreement and ~~he/she~~ will be compensated as provided for in Paragraph (82) of the Master Agreement.

(3) In the event the services of the Chairperson of the Shop Committee are requested during other than working hours of ~~his/her~~ shift, the Chairperson will be permitted to enter such Committeeperson's zone when arrangements have been made with Management. The Chairperson will be permitted to use no more than a reasonable period of time in any one plant entry and the time so spent in the plant will not be paid for by the Company except in cases involving Paragraphs (29) and (30) of the Master Agreement, in which event the Chairperson will be compensated as provided for in Paragraph (82) of the Master Agreement.

#### GRIEVANCE PROCEDURE PROVISIONS

(4) Where, under the provision of Section WI of the Master Agreement it has been finally established that an employee has not received ~~his/her~~ proper pay because of error in calculation or improper classification of the work done by the employee, ~~he/she~~ shall be paid the difference in pay between that which ~~he/she~~ did receive and that which he& would have received had such error or improper classification not occurred.

#### LEAVES OF ABSENCE PROVISION

(5) Pursuant to the provisions of Paragraph (68) of the Master Agreement, ~~informal leaves~~ of absence may be granted, for personal reasons, for a period not to exceed three (3) days, upon request by the employee to, and approval by, ~~his/her~~ Supervisor. Formal leaves of absence of less than thirty (30) days may be granted upon application in writing by

the employee to, and approval by, **his/her** Supervisor. Such leaves of absence shall not be renewed.

#### MISCELLANEOUS PROVISIONS

**(6)** If an employee is injured on the job **he/she** will be paid for the balance of the shift on which **he/she** has been sent home or has been sent to an outside hospital or to an outside doctor by the Company, because of such injury, irrespective of when the injury occurred.

**(7)** Where lunch periods are established, such periods shall not be considered as time worked.

**(8)** A ten minute rest period for all employees will be given after the first two hours of work after the regular starting period and after the first two hours after the regular lunch period. This rest period is given conditional upon the rest period limits being strictly adhered to and production being maintained without loss.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly **authorized** officers and representatives.

**FOR LOCAL 636**

David **Vyse**  
Brian Ellis  
James Davidson  
Richard **Beseau**  
**John Dobbyn**

**GM OF CANADA LTD.**

**E. W. Routly**  
**H. R. Bernat**  
**E. R. Grenier**

**FOR THE NATIONAL  
UNION**

**R. Tindale**

**COMPANY  
STATEMENTS  
AND  
LETTERS**

(The following statements and letters which were furnished to the **CAW** are not a part of the Local Agreements but have been included in this booklet for information purposes.)

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**LETTER NO. 1**

**LETTER OF INTENT**

**Heating and Ventilation**

During negotiations, problems associated with heating and ventilating the Warehouse were thoroughly discussed by the parties.

It was agreed the parties will meet periodically to discuss ventilation concerns pursuant to Document 109 of the Master Agreement.

LETTER NO. 2

LETTER OF INTENT

During negotiations, Woodstock Management stated it would permit **utilization** by employees of the plant's recreational facilities during their off shift hours for special **events**.

Interested employees should make application to their supervisors at least three (3) days before the event is to be held so arrangements may be made.

**LETTER NO. 3**

**LETTER OF INTENT**

Woodstock employees will be listed on the Seniority Board by seniority group by seniority date in alphabetical order.

In the event that an employee's name is legally changed, it will not change the seniority standing. The employee's present and former surnames will be recorded.



## **LETTER NO. 4**

### **LETTER OF INTENT**

#### **Coveralls and Footwear Protection**

##### **Battery Service Attendants - Service Attendants and Truck Repairs**

The Company agreed to continue its practice of providing acid-resistant type coveralls to those employees permanently assigned to work in these classifications.

Coveralls will be laundered by the Company. Replacement garments will be issued as required.

Similarly, protective footwear commonly referred to as metatarsal boots or shoes will continue to be provided to each employee permanently assigned to work in these classifications.

However, it has been agreed that employees classified as Service Attendants may select another type of Company approved safety footwear instead.

Replacement footwear will be provided as required having regard to normal wear and tear.

It is understood, however, that employees temporarily assigned to work in these classifications are not covered by this understanding and will **utilize** those protective devices which are made available by the Company.

LETTER NO. 5

**Rules for Administration of Paragraph (159) of Master Agreement Concerning Equalization of Overtime Work.**

**1.** During the period of **time** an employee is serving as Chairperson, or Zone Committeeperson, overtime hours worked or offered will not be credited, nor shown on the **equalization** of hours records.

**A.** When a Committeeperson ceases to function as such, **he/she** will be credited on the **equalization** records with the average hours of **his/her equalization** group.

**B.** An employee temporarily acting as a Committeeperson for a period of less than thirty (30) days, **will** be credited with the hours **he/she** would have worked based on the average hours worked by **his/her equalization** group had he& not been a Committeeperson; however, if the period is for **thirty (30)** days or more, he& will be credited with the average hours of **his/her equalization** group when **he/she** ceases to function as a Committeeperson as provided in "A" above.

**2.** Hours shown on **equalization** records shall be credited as follows:

**A.** One hour at time and one half (1-1/2) = 1.0 hour credited.

**B.** One hour at double time (2) = 1.5 hours credited.

**3. Equalization** records will be maintained on an up-to-date basis. (It is desirable to **post** the record of overtime worked or declined and the accumulative total no less frequently than **weekly**). The **equalization** of overtime record forms will be openly displayed:

**A.** Casual overtime hours only shall be recorded on the overtime forms. Casual overtime hours are defined as hours of overtime offered to employees within an **equalization** group on an infrequent basis.

Scheduled overtime hours (i.e. those hours which the entire shift or entire classification are offered) shall not be entered on overtime **equalization** records.

**B.** The **equalization** of overtime records shall show the classification or classifications that constitute a group for **equalization** of overtime purposes. Employees in each group shall be listed **in** serial number order.

**4. Employees** will be credited for overtime hours worked and hours of work refused as follows:

**A.** Employees who perform overtime work in their **equalization** groups will be credited for such hours in accordance with Paragraph **2**.

**B.** Absent employees who would have had the opportunity to work by reason of their entire group working shall be credited with the amount of hours involved and in accordance with Paragraph **2**.

**C.** An employee on sick leave of absence, or other approved leave of absence, or absent for any other excused reason or transferred to work out of the bargaining unit for a period of thirty **(30)** calendar days or more, shall not be credited for any overtime during this period, but will **re-enter** the group with the average number of hours of such group. **If no casual overtime is worked during the employee's absence, he/she will re-enter the equalization group with the same charged hours as he/she had credited prior to the start of the leave**

**D.** An employee on sick leave of absence, or other approved leave of absence, or absent for any other excused reason for a period of less **than** thirty **(30)** calendar days shall have **his/her** hours credited in accordance with Paragraphs **2** and **4B**.

An employee transferred to work out of the bargaining unit for a **period** of less than **thirty (30)** calendar **days** shall have his& hours credited **equal** to 'hours which- **he/she** worked in the plant while transferred out of the bargaining unit.

**E.** Employees refusing overtime work will be credited as though they had worked, except as provided in Paragraphs **4F** and **6**.

**F.** An employee absent from work by reason of absence due to compensable occupational injury or disease for a period of less **than** thirty **(30)** calendar days shall not be

credited for any overtime during this period. In the event such an employee is absent for a period of thirty (30) calendar days or more, **he/she** shall be credited with the average number of hours charged to the group during **his/her** absence.

**5.** Employees with seniority transferred into another **equalization** group shall immediately be credited with the average hours of the **equalization** group to which they are transferred.

A. A new or temporary employee will be credited with the highest number of hours of any **equalization** group which **he/she** enters.

B. In the event that an employee is transferred to another **equalization** group and subsequently is returned to the **group** from which **he/she** was transferred within a **period** of **fourteen (14)** calendar days, **he/she** shall return to **his/her former** group and will be credited with the same hours which he& had when **he/she** left the group; however, **he/she** shall also be credited with those overtime hours which the entire group worked while **he/she** was transferred from the group or those overtime hours with which **he/she** was credited while out of the group, whichever are higher.

**6.** Employees called at home for notification to come to work that same day but who cannot report for work, shall not be credited for such hours. Employees called at home for notification of work on the following day or days will be credited for such hours in accordance with Paragraph **4**, and its sub-paragraphs.

**7.** As of January **1st**, of each year, the overtime **equalization** records will be changed and the employee in a group with the lowest hours credited to **him/her** will start off at zero. The employee with the highest number of hours credited to **him/her** will start with the number of hours **he/she** has over the lowest member of **his/her** group.

**LETTERNO.**

Mr. David Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

During negotiations, it was agreed that in applying Paragraph 4 of the Local Seniority Agreement such Paragraph shall not be operative when the transfer is for the purpose of replacing an employee on an approved leave of absence or a leave of absence for vacation purposes or when assigned to a warehouse project.

It is agreed that in the event a leave of absence or a warehouse project assignment is for a protracted period of time, the matter shall be discussed by the parties.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTER NO. 7**

Mr. David Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

During negotiations, it was agreed that in the event of a permanent type layoff at the National Parts Distribution Centre, Department 10051, all classifications with the exception of Warehouse Clerks and Quality Control Service Parts shall be combined and the junior seniority employees shall be laid off in seniority order.

In the event a longer seniority employee has been laid off who possesses the prerequisite skills required to perform the duties of "Warehouse Clerks", such employee shall be recalled to work and will displace the most junior employee in this classification.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock. **N.P.D.C.**

**LETTER NO. 8**

Mr. David Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

During current contract negotiations, it was agreed that the present practice concerning the use of the cafeteria will not be changed except by agreement between the parties. That is, the cafeteria will remain open for reasonable periods during the principal shifts and the current in-plant practices established by Supervision will be maintained.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTERNO.**

Mr. David Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

Woodstock Management will continue to offer work during the Christmas Holiday period in accordance with past practice.

That is, **all** shifts will be combined and work during the Christmas period will be offered by seniority, by classification. Those employees selected to work in one (1) year **will** be by-passed in the selection process the following **years until** all employees have been offered work.

New hires will be considered to have entered their respective seniority classifications with the maximum number of Christmas periods worked.

Work offers accepted or declined will be recorded. A permanent record of these hours will be recorded on a separate form which will be openly displayed in the plant.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.



**LETTERNO.**

Mr. David **Vyse**  
Chairperson, Shop Committee  
Local **636, CAW,**  
Woodstock, Ontario

Dear Mr. **Vyse:**

Employees will be allowed **2, 3, 4** or 5 weeks vacations, **whichever** they are eligible **for, which** may be grouped **or** taken **by** individual weeks as desired. Vacations will be allowed-at any time throughout the year with the following restrictions:

Vacations must **be** taken as whole weeks only (no half or split weeks), except in the case of employees with **140** hours vacation entitlement, who will be entitled to schedule one **(1)** half-week. It is understood that such half-weeks **will** receive last priority in the scheduling of time off within the percentages outlined below. **In** the event the vacation desired is to be taken as individual weeks, an employee can only exercise his/her seniority rights in one segment of said vacation.

Vacations will not be permitted during the Annual Inventory **period** except under extenuating circumstances.

Vacation scheduling during June, July and August will be by Supervisor's group by classification and limited to a maximum of **40%** of any Supervisor's group on vacation at one time. Special problems will be discussed by the parties. The employees in each Supervisor's group will be **given** vacation preferences in line with seniority.

Vacations taken during **September through December will** be subject to reasonable group percentages **and to the exercise of seniority provision.**

It is **required** that all vacation forms **be** completed by April **30th** of each year **in order to exercise seniority.**

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, **N.P.D.C.**

**LETTER NO. 10A**

Mr. D. Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

The Company will continue its practice of assigning qualified employee applicants to higher rated jobs before it assigns vacation replacements.

It is understood, however, that vacation replacements who have previously worked for the Company may be assigned to a higher rated job for a period of three (3) days without **violation** of this accord to ensure that the replacement employee is able to **perform** the job adequately and safely.

Similarly, vacation replacements who have not worked for the Company may be assigned to a higher rated job for a period of ten (10) days without violation of the **understanding**.

Yours truly,

H. R. Bernat  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 11

Mr. D. Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

Leaders - Warehouse Attendants and Leaders - **Warehouse Clerks** at the National Parts Distribution Centre lead and direct the activities of fellow employees.

Their duties do not include the responsibility of disciplining employees. This function is properly reserved to Management.

In the event that disciplinary action is to be assessed, Supervision will initiate it.

It is expected that employees will heed the direction given by a Leaders-Warehouse Attendants and/or a **Leaders-Warehouse Clerks**. However, in the case of failure or refusal to follow such direction, it **will** be repeated by a member of Management.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTER NO. 12**

**Mr. D. Vyse**  
Chairperson, Shop Committee  
Local **636, CAW**,  
Woodstock, Ontario

Dear Mr. **Vyse**:

During **negotiations**, it was agreed that **Hyster** type hand trucks will be **utilized** by employees classified as Warehouse Attendants to facilitate their job assignments.

However, it was further agreed Warehouse Attendants who **utilize** a "**Hyster**" to load or unload freight cars and motor transports will receive the Warehouse-Drivers rate.

In addition, Warehouse Attendants who are assigned the use of a "**Hyster**" to stack two (**2**) or more tiers high shall also receive the Warehouse-Drivers rate.

Yours truly,

L. R. Bernat  
Warehouse Administrator  
Woodstock, **N.P.D.C.**

**LETTERNO.**

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

A temporary reduction in the work force within a Supervisor's group has been defined by the parties as follows:

1. Any portion of the balance of a shift or;
2. Any full shift.

In the event of a temporary reduction the following procedure will apply as the case may be:

1. An employee may elect to move to the specific supervisor's group to which his/her group is being reduced, in which case the most senior employee shall be moved **first** provided he/she has indicated to do so by **A.V.O.** submitted to **his/her** supervisor. (Such **A.V.O.'s** shall be prominently displayed in a Supervisor's area),

2. An employee who has filed a temporary A.V.O. to another work assignment within his/her classification may cancel such A.V.O. at any time but may not reapply for such work assignment for a period of three (3) months from the date of cancellation.

Following 1. above, the junior employee shall be moved. All displacements shall be by seniority by classification and in a Supervisor's group.

This letter does not apply to an employee for a period of ten (10) working days following his/her date of hire.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTERNO.**

**Mr. D. Vyse**  
Chairperson, Shop Committee  
Local **636, CAW**,  
Woodstock, Ontario

Dear Mr. **Vyse**:

**Re:** National Parts Distribution Centre - Rented Facilities

The Company stated to the Union that on those occasions in which it determines it is necessary for the efficiency of its operations to use rented facilities in the same community, the Local Union will be advised of the Company's plans and be given the opportunity to discuss the effect of such plans on job opportunities for bargaining unit employees.

Yours truly,

**H. R. Bemat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 15

Mr. D. Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

A seniority employee who is removed from a seniority classification in a Supervisor's group due to a permanent reduction in force therein, shall automatically return to the Supervisor's group provided a permanent opening occurs in the seniority classification affected within a period of ninety (90) days from the date of the initial reduction in force.

In the event the employee involved is transferred pursuant to the **provisions** of Letter No. 15A **appended** to the Local Agreements and/or Paragraphs 61 and/or 62 of the Master Agreement during the aforementioned ninety (90) day period the employee shall forfeit any right to return.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 15A

Mr. D. Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

Woodstock Management has agreed that those employees who desire to transfer to another work assignment within his/her classification may do so by submitting his/her intention on an A.V.O. to his/her Supervisor.

An employee who has filed a permanent A.V.O. to another work assignment within his/her classification may cancel such A.V.O. by providing proper notification to the Company, prior to the conclusion of the employee's shift on or before the next regular scheduled work day from the A.V.O. submission date. If the A.V.O. is cancelled within this period, the employee may not reapply for such work assignment for a period of three (3) months from the date of cancellation. If the A.V.O. is not cancelled within this period, the employee may not cancel such A.V.O. for a period of three (3) months from the . . . . submission date.

Such request to transfer will be effectuated to a specific Supervisor's group when a permanent opening occurs.

In the event multiple A.V.O.'s are filed, the senior applicant will be transferred.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.



**LETTER NO. 16**

Mr. D. Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

During contract negotiations, the parties discussed the work duties to be assigned to the classification Service Attendants at Woodstock.

These duties **will** include general cleaning, sweeping, vacuuming, washing, dusting of warehouse offices, warehouse lavatories, cafeteria, locker room, lobby, medical centre and the cleaning of windows in these areas.

The administration offices are excluded and the parties are in complete agreement that the general housekeeping duties currently performed by Warehouse employees including sweeping the warehouse shall not be assigned to the Service Attendant classification.

Such work will continue to be performed by **all** employees regardless of classification.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTER NO. 17**

**Mr. D. Vyse**  
Chairperson, Shop Committee  
Local **636, CAW**,  
Woodstock, Ontario

Dear Mr. **Vyse**:

Subject: Rest Periods-Wash-up-Extended Shifts

Employees whose shifts are scheduled to work two **(2)** or more hours of overtime will receive a ten-minute Rest Period (including the **5-minute** wash-up period at the end of their regular shift) prior to starting to work overtime. A five-minute wash-up period will be granted at the conclusion of the overtime assignment.

Employees whose shifts are scheduled to work less than two **(2.0)** hours but more than thirty **(30)** minutes of overtime will be granted a five-minute wash-up period at the end of their regular shift and a five-minute wash-up period at the end of the overtime assignment.

Yours truly,

**H. R. Bemat**  
Warehouse Administrator  
Woodstock, **N.P.D.C.**

**LETTER NO. 18**

Mr. **D. Vyse**,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

During 1984 negotiations, agreement was reached regarding a procedure of **filling** openings or vacancies in the plant.

Such openings or vacancies shall be filled by employees having rights under the Letters or Paragraphs listed below.

Letter 15  
Letter 15A  
Paragraph 10 Local Seniority Agreement  
Paragraph 61 or 62 of the Master Agreement.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 19

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

During negotiations it was agreed that a seniority employee classified as Warehouse Clerks may request transfer to other job assignments performed within this classification by submitting his/her intentions to do so on a permanent A.V.O. to his/her Supervisor.

An employee who has filed a permanent A.V.O. to another job assignment within this classification may cancel such A.V.O. by providing proper notification to the Company prior to the conclusion of the employee's shift on or before the next regular scheduled work day from the A.V.O. submission date. If the A.V.O. is cancelled within this period, the employee may not reapply for such job assignment for a period of three (3) months from the date of cancellation. If the A.V.O. is not cancelled within this period, the employee may not cancel such A.V.O. for a period of three (3) months from the A.V.O. submission date.

These job assignments consist of the following: Receiving - Shipping - Stop 20 - Scheduling - Stop 15 and Courtesy desk.

Permanent openings will be filled in seniority order from amongst those A.V.O.'s on file at the time an opening occurs in one of the aforementioned job assignments.

A temporary opening or a training assignment shall be filled in the usual manner.

Multiple A.V.O.'s filed by the same employee shall become invalid when such employee is reassigned in accordance with any one such A.V.O.

Any special problem which may arise will be discussed by the parties.

Yours truly,

**H.R. Bernat.**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTERNO.**

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

During discussion of the inverse seniority provisions of the Local Seniority Agreement the parties agreed during negotiations to implement the principle of inverse seniority, as it applies to employees with one (1) or more years of seniority, in situations that involve a layoff of a period of more than a balance of a shift but less than 40 hours duration. The mechanics of this principle of inverse seniority will be worked out between the Warehouse Administrator and the Chairperson of the Shop Committee and will be implemented.

Each layoff which falls into the above mentioned category will be discussed prior to the layoff, **recognizing** the interests of both parties.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTERNO.**

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

When filling an opening **in** a Skilled Trades classification and there is an employee working **in** the plant in a Non-Skilled classification but who is a qualified **journeyman/journeywoman** in the classification in which the opening occurs, such employee shall be given preference over a new hire provided that the employee's qualifications have been made known to **Management**, has filed an application to be **employed** in the Skilled Trades classification in which the opening **occurs**, and provided **further**, that the employee's qualifications are equal to the new hire.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 22

Mr. D. Vyse,  
Chairperson, Shop Committee.  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

Effective Monday, October 15, 1990 and not more often than once each year thereafter, the Company will pay upon proof of purchase, the amount of ~~sixty-five (\$65.00) dollars towards~~ the purchase price of one pair of approved safety footwear purchased by a seniority employee actively at work at time of purchase.

A seniority employee who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

This programme shall not apply to the following employees:

(a) those employees assigned on a permanent basis to those operations defined in Letter #4 appended to the Local Agreements and,

(b) employees hired by the Company to function as vacation replacements. Such employees shall purchase their own safety footwear.

Yours truly,

**H. R. Bernat.**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 23

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

Considerable discussion took place between the parties during negotiations to revise the existing compatible shift change understanding which would permit two (2) employees to exchange shifts.

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It has been agreed the exchange will be defined in accordance with the following:

**Temporary Compatible Shift Changes**

**1(a) Temporary compatible shift changes shall be defined as no longer than five (5) consecutive working days of forty (40.0) or more hours in duration. This exchange should be permitted Monday through Friday only and is limited to once in any defined segment.**

**(b) Employees who wish to undertake a temporary compatible shift change bear full responsibility to make all necessary arrangements in connection with such change.**

**(c) The employees involved must inform their respective Supervisors at least three (3) days in advance of the effective date of such change, except in the case of a bona fide emergency when no less than one (1) day's notice must be given to the Supervisors concerned.**

**(d) Any temporary compatible shift change shall be for no less than one (1) working day of eight (8.0) or more hours in duration on any given shift.**

**(e) There shall be no additional shift premiums added to the employee's rate.**

**Permanent Compatible Shift Changes**

**2(a) Permanent compatible shift changes shall be defined as the first ten (10) or the last ten (10) consecutive working days within any defined segment. In the event of a holiday(s) falling within the ten (10) day period, the duration of the shift**



LETTER NO. 23 (cont'd)

change will be reduced accordingly. This requirement applies to all shifts.

(b) An employee requesting a permanent compatible shift change must inform his/her Supervisor in writing no more or no less than ten (10) working days in advance of the initial day in any defined segment or the employee's last regularly scheduled work day immediately prior to the tenth (10th) day. A copy of such request will be prominently displayed on the permanent compatible shift change board located outside the Hourly Payroll Office. All requests will be posted at the same time and for no less than five (5) consecutive working days.

(c) All responses to requests for a permanent compatible shift change must be submitted by the end of the employee's shift on the fifth (5) day of display of the request.

(d) The Company shall provide appropriate forms entitled "Request for Permanent Compatible Shift Change" and "Response to Request for Permanent Compatible Shift Change." Only "Request for Permanent Compatible Shift Change" shall be displayed on the permanent compatible shift change board.

(e) The two (2) most senior qualified employees be they either a requester or respondent will be allowed a permanent compatible shift change subject to the additional provisions in this letter.

(f) Employees will be advised at least two (2) working days prior to the initial day in any defined segment as to the status of their request or response.

(g) Cancellations of responses or requests will not be entertained after receipt of such form by the Hourly Payroll Office.

(h) Employees may only have one (1) pending request for a permanent compatible shift change on file at any given time.

(i) Any permanent compatible shift change shall be for no less than eight (8.0) hours on any given day of the defined segment.

LETTER NO. 23 (cont'd)

**Additional Provisions**

It has been agreed that the following provisions apply to both temporary and permanent compatible shift changes:

3(a) The change of shift move is restricted to the seniority classification in one Supervisor's group on one (1) shift to the same seniority classification in an identical Supervisor's group on another shift. i.e.: Warehouse Attendant Stop 15, Shift 1 to Warehouse Attendant Stop 15, Shift 2. The employees must be capable of performing the other's job.

(b) For all intents and purposes employee "A" changing shifts with employee "B" is subject to reductions in force in "B"'s Supervisor's group, which may occur during the tenure of the change in shift election and vice-versa.

(c) No employee involved in a compatible shift change shall possess any inherent right to overtime work hours, but may accept or decline supplemental overtime work offers.

(d) Any A.V.O. or transfer requests on file shall not be honoured for either of the two (2) employees involved during the tenure of the change in shifts. If however, there are no A.V.O.'s or transfer requests on file by the regular shift employees any A.V.O. or transfer requests on file may be honoured.

(e) There shall be no additional shift premiums added to the employee's rate under the twenty-four (24.0) hour rule resulting from the compatible shift change.

(f) No compatible shift changes will be permitted during the Christmas Holiday period.

(g) Employees shall not be eligible for a combination of temporary and permanent compatible shift changes in any defined segment. (i.e.: Temporary Compatible Shift Change = 5 days or less; Permanent Compatible Shift Change = 10 days or less only in the event of . . . . .)

(h) No multiple compatible shift changes, temporary or permanent, are to be permitted. (i.e.: if "A" switches with "B", "A" cannot then switch with "C")

LETTER NO. 23 (cont'd)

(i) Employees involved in a compatible shift change shall only be eligible for PAA/DAA and vacation on their regular shift.

(j) A segment is defined as a four (4) week period as agreed to by the parties.

It is understood by the parties that the provisions of this letter will be effective in the first segment of 1991. In the interim, the previous Letter No. 23 applies.

Any special problems which may arise will be discussed by the parties.

Yours truly,

**H. R. Bernat.**  
Warehouse Administrator  
Woodstock, N.P.D.C.

**LETTER NO. 24**

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

During current negotiations the parties discussed what skills and abilities applicants to the Quality Control Service Parts classification must **possess**. These skills and abilities must be demonstrated through practical example in the following:

- a) blueprint reading
- b) demonstrated knowledge of and ability to **utilize** measuring devices such as micrometers, verniers, screw gauges, etc.
- c) demonstrated knowledge of automotive parts and terminology.
- d) ability to communicate with sources and customers in a professional manner.

Applicants will be interviewed in line of seniority. Following interviews, all applicants will be **informed** of the results.

Those applicants rejected, will be told of the need for additional training and where such training is available.

Those applicants accepted will be transferred to **fill** permanent openings in this classification in line with their seniority.

A file of accepted applicants **will** be maintained and used to fill temporary openings on the basis of seniority standing.

Any special problems which may arise will be discussed by the parties.

Yours truly,

**H. R. Bernat**  
Warehouse Administrator  
Woodstock, N.P.D.C.

LETTER NO. 25

Mr. D. Vyse,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Vyse:

During the current negotiations the parties discussed the practice by which an employee can transfer to the following "red circle" jobs:

- a) Store Keeper
- b) Inventory Control
- c) Quality Audit
- d) Forward Planning
- e) Storage Records Control

It was agreed that an employee transferring to these jobs must complete a permanent A.V.O. Form. An employee who has filed a permanent A.V.O. to a "red circle" job may cancel such A.V.O. by providing proper notification to the Company prior to the conclusion of the employee's shift on or before the next regular scheduled work day from the A.V.O. submission date. If the A.V.O. is cancelled within this period, the employee may not reapply for such "red circle" job for a period of three (3) months from the date of cancellation. If the A.V.O. is not cancelled within this period, the employee may not cancel such A.V.O. for a period of three (3) months from the A.V.O. submission date.

Additionally, the parties agreed to the following:

- a) For purpose of administering Letter #13, these "red circle" jobs will be **recognized** as a separate Supervisor's group as stated below:
  - a) Store Keeper-Maintenance Supervisor
  - b) Inventory Control - Stop "15" Supervisor
  - c) Quality Audit - Shipping Supervisor
  - d) Forward Planning - Stop "15" Supervisor
  - e) Storage Records Control - Stop "20" Supervisor

- b) For vacation purposes and housekeeping, these jobs will be combined with the respective Supervisor's group.
- c) Any temporary openings will be filled by the high seniority applicant capable of **doing** the job.

Any special problems which may arise will be discussed by the parties.

Yours truly,

**H. R. Bernat.**  
Warehouse Administrator  
Woodstock, N.P.D.C.

Mr. David Vyse  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Vyse:

During contract negotiations, discussions took place with regard to employee's damaged clothing. It is recognized that personal property is subject to normal wear and damage, and Management assumes no responsibility for such damage. However, when Management has determined an employee's clothing has been damaged in the normal performance of his/her duties at work, due to conditions beyond the control of the employee and the damage has occurred in spite of the exercise of normal care and caution on the part of the employee, Management will consider such cases on an individual basis, and where appropriate, the employee will be reimbursed a fair value with respect to appropriate work wear.

Yours truly,

H. R. Bernat  
House Administrator  
Woodstock, N.P.D.C.