

**LOCAL  
AGREEMENTS**

**BETWEEN**

**GENERAL MOTORS OF CANADA LIMITED**  
Woodstock, Ontario

**AND THE**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)**

**LOCAL 636  
WOODSTOCK, ONTARIO**

**Dated  
October 19, 1999**

**(Effective: October 25, 1999)**

04220(06)

## PREFACE

All recently revised and new language is highlighted by underlining, except in those instances where the pre-existing language has been changed for gender neutral purposes only.

This process was undertaken with agreement that any such changes in Local Agreement provisions were made solely for the purpose of achieving gender neutral language without changing the intent of any pre-existing language.

## TABLE OF CONTENTS

SECTION	PAGE NO.
1. Local Seniority Agreement.....	1
2. Schedule "A".....	9
3. Local Wage Agreement.....	10
4. Appendix "A".....	13
5. Local General Agreement.....	16
6. Company Statements and Letters.....	20
7. index - Statements of Policy Letters of Intent.....	21

MEMORANDUM OF LOCAL

SENIORITY AGREEMENT

entered into

this **Twenty-fifth day of October, 1999**

BETWEEN:

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

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL 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 **Twenty-fifth day of October, 1999**, 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, such employee's 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 the employee was transferred if such transfer does not exceed sixty (60) consecutive days and the employee shall not exercise any seniority rights in the seniority group to which the employee 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 such employee was transferred and is working and not in the seniority group from which the employee 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 such employee's seniority rights immediately established in the seniority group to which the employee 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 the employee's 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, the Company will endeavour to make displacements as soon as practical but in any event by the first Monday following the layoff so that those seniority employees with greater seniority will be retained in 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 the employee 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 such employee must return at the earliest opportunity to the employee's former Skilled Trades classification in line with the employee's seniority, as openings occur. Failing to so return the employee shall forfeit all claim to such Skilled Trades classification and the employee's full seniority shall be established in the seniority group in which the employee is working.

(14) Such Journeyman/Journeywoman's established Skilled Trades classification seniority date shall apply in reductions in force in the employee's 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 Company will endeavour to make displacements as soon as practical but in any event by the first Monday following the layoff so that those seniority employees with greater seniority will be retained in the group.



(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 (b) 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) Furthermore, the mechanics of inverse seniority, as it applies to employees with one or more years seniority who are involved in a layoff of more than the balance of shift but less than forty (40) hours will be worked out between the Superintendent 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.

(h) 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.**

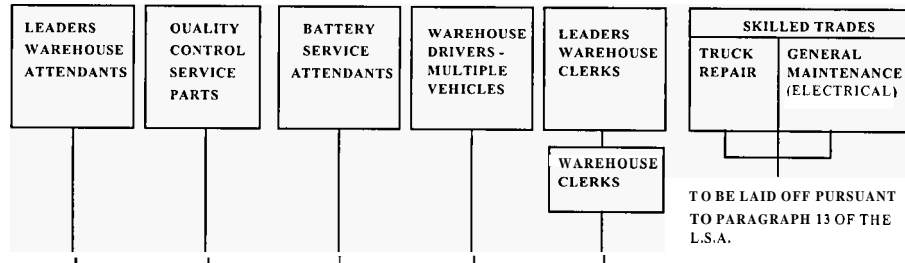
John Dobbyn  
Richard Beseau  
Wendy Fess  
Ed Haggith

J. Sledziewski  
D. Meloche  
T. Taylor

**FOR THE NATIONAL  
UNION**

C. Hutnik

**SCHEDULE "A" CHART  
NON-INTERCHANGEABLE OCCUPATIONAL SENIORITY GROUPS**



WAREHOUSE ATTENDANTS
GENERAL SENIORITY GROUP
SERVICE ATTENDANTS

9

**MEMORANDUM OF LOCAL**

**WAGE AGREEMENT**

entered into this

**Twenty-fifth day of October, 1999**

BETWEEN

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

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL 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 **Twenty-fifth day of October, 1999** hereafter 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) Re-engaged employees on and after October 28, 1996 shall receive the wage rate for the job classification in which re-engaged in accordance with Paragraph (97) of the Master Agreement.

## TEMPORARY TRANSFERS

(2)(a) When employees are temporarily required to work in a lower rated classification other than their own when work is not available within their own classification, such employees shall receive the established rate for the classification in which they are required to work.

(b) Notwithstanding the above, when employees are temporarily transferred to a lower rated job classification but they work one (1) hour within their regular job classifications, they will be paid the established rate for their classifications for all the hours worked on that day.

(c) In the event employees are temporarily assigned to a higher rated job classification on any given day, they will be compensated at the higher rate for all hours worked on that day, providing they work on such higher rated job classification for one (1) hour or more.

(d) When employees are temporarily required to work in a lower rated classification other than their own, while work within their own classification is available, such employees shall receive the higher of the two established rates.

(e) When employees are regularly assigned to work in two (2) or more differently rated classifications, they will be paid the highest rate.

**PERMANENT TRANSFERS**

(3)(a) When probationary employees are permanently transferred to a higher rated classification they will receive their present rate or the Hiring Rate of the classification to which they are transferred, whichever is higher.

(b) When a seniority employee is permanently transferred to a higher rated classification the employee will receive the wage rate for that classification on the date of such transfer.

(c) When a seniority employee is permanently transferred to a lower rated classification the employee will receive the wage rate for that classification on the date of such transfer.

(d) When an employee is displaced from the plant and is subsequently recalled, the employee will receive the established wage rate for the job classification to which such employee 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**

**GM OF CANADA LTD.**

John Dobbyn  
Richard Beseau  
Wendy Fess  
Ed Haggith

J. Sledziewski  
D. Meloche  
T. Taylor

**FOR THE NATIONAL UNION**

C. Hutnik

**APPENDIX "A"**

Wage Rates by job classification effective October 25, 1999 and subsequent increases as provided for in the Master Agreement dated October 25, 1999.



**APPENDIX "A" OF THE LOCAL WAGE AGREEMENT**

**NON-SKILLED CLASSIFICATIONS**

**Effective Dates**

<b>Job Classification</b>	<b>10/25/99</b>	<b>09/18/00</b>	<b>09/17/01</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Battery Service Attendants	24.80	25.54	26.31
Warehouse Clerks	25.01	25.76	26.53
Leaders - Warehouse Clerks	25.30	26.06	26.84
Leader-Warehouse Attendants	24.99	25.74	26.51
Quality Control Service <b>Paris</b>	25.30	26.06	26.84
Service Attendants	24.12	24.84	25.59
Warehouse Attendants	24.57	25.31	26.07
Warehouse Drivers – Multiple Vehicles	25.01	25.76	26.53

**SKILLED TRADES CLASSIFICATIONS**

**Effective Dates**

<b>Job Classification</b>	<b>10/25/99</b>		<b>09/18/00</b>		<b>09/17/01</b>	
	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
General Maintenance (Electrical)	29.57	29.78	30.46	30.67	31.37	31.59
Truck Repair	29.20	29.41	30.08	30.29	30.98	31.20

**MEMORANDUM OF LOCAL**

**GENERAL AGREEMENT**

entered into this

Twenty-fifth day of October, 1999

**BETWEEN:**

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

**AND**

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKER 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 Twenty-fifth day of October, 1999, 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 related 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 the Chairperson's regular duties as provided in Paragraph (11) of the Master Agreement and the Chairperson 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 the Chairperson's 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 VIII of the Master Agreement it has been finally established that an employee has not received proper pay because of error in calculation or improper classification of the work done by the employee, such employee shall be paid the difference in pay between that which the employee did receive and that which the employee would have received had such m or 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, the employee's 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, the employee's Supervisor. Such leaves of absence shall not be renewed.

## MISCELLANEOUS PROVISIONS

(6) If an employee is injured on the job the employee will be paid for the balance of the shift on which the employee 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 unless otherwise agreed to by the parties.

(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.

(a) Two wash-up periods will be given, one prior to lunch and one prior to the end of the regular shift, unless otherwise agreed to by the parties.

(9) The Company is prepared to issue upon request, a special cheque subject to Comptroller's instruction, to an employee who because of Company error has suffered a

pay shortage of two (2.0) or more hours pay from the employee's current pay cheque.

**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.**

John Dobbyn  
Richard Beseau  
Wendy Fess  
Ed Haggith

J. Sledziewski  
D. Meloche  
T. Taylor

**FOR THE NATIONAL  
UNION**

C. Hutnik

**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.)

INDEX

STATEMENTS OF POLICY

LETTERS OF INTENT

LETTER	Page No.
1. Heating and Ventilation	23
2. <u>Return to Work Procedure</u>	24
3. Recreational Facilities - Employee Use	25
4. Service Attendants Duties	26
5. Rest Periods - Wash-up	27
6. Seniority Board Listing	28
7. Combination of Classifications Re: Layoff	29
8. Leaders - Warehouse Attendants Duties	30
9. Christmas Period Work Offers	31
10. Vacation Letter	32
10a. Vacation Replacements	34
11. Exercising of Seniority for Vacation Purposes	35
12. Procedure for Filling Temporary Openings	37
13. Temporary Reductions in Work Force	38
14. Employee Replacement - Leave of Absence	40
15. <u>Warehouse Projects - Filling Openings</u>	41
16. <u>Procedure for Filling Permanent Openings</u>	42
17. A.V.O. Transfer Requests	43
18. <u>Warehouse Clerks - Filling Permanent Openings</u>	45
19. <u>Warehouse Clerk Qualification</u>	47
20. <u>Automatic Return to Supervisor's Group</u>	48
21. <u>Supplemental Help</u>	49
22. <u>Skilled Trades - Filling Permanent Openings</u>	51
23. Compatible Shift Change	52
24. Quality Control Service Parts Applicant Procedure	56
25. Red Circle Jobs	58
26. Overtime Rules	60
27. <u>Workplace Apparel</u>	63
28. Damaged Clothing	65
29. Safety Footwear	66



30.	Company Physician	67
31.	Night School	68
32.	<u>National Parts Distribution Centre –</u>	
	Off-site Storage Facilities	70
32a.	Off-site Storage Facility	72
33.	Cancellation of PAA and/or DAA Request	73
34.	Cafeteria Services	74

LETTER NO. 1

- Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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

It was agreed the parties will meet periodically to discuss ventilation concerns pursuant to Document No. 118 of the Master Agreement.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 2

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

Employees absent from work for more than five (5) days  
must supply proof to their supervisor that they are fit to  
return to work.

Sickness and Accident forms should be submitted to the  
Hourly Employment Office.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

**LETTER NO. 3**

**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. 4

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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,

J. Sledziewski  
Personnel Director - SPO Canada

LETTER NO. 5

- Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 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 the overtime assignment.

Employees working extended shifts will be permitted to leave the Plant during the five (5) minute wash-up period granted at the end of the overtime assignment.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

**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. 7**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 or Quality Control Service Parts, such employee shall be recalled to work and will displace the most junior employee in this classification.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada



**LETTER NO. 8**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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,

J. Sledziewski,  
Personnel Director - SPO Canada

**LETTER NO. 9**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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,

J. Sledziewski,  
Personnel Director • SPO Canada

**LETTER NO. 10**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

Employees will be allowed their full vacation entitlement, which may be grouped or taken by individual weeks or half weeks as desired. Vacations will be allowed at any time throughout the year with the following restrictions:

In the event the vacation desired is to be taken as individual weeks, an employee can only exercise seniority rights in one segment of said vacation. Employees desirous of utilizing a half week of vacation may do so one time per year. It is understood that half weeks will receive last priority in the scheduling of time off within the percentages outlined below.

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 15th of each year in order to exercise seniority.

In the administration of this letter, the Company and the Union recognize the need to maintain the efficiency of operations. Should unforeseen circumstances, which negatively impact efficiency arise, the Personnel Director and the Chairperson of the Shop Committee will meet in an attempt to modify employee requests in order to accommodate the needs of the business and recognize the interests of both parties.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 10A**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 11**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During current negotiations the parties discussed the definition and application of the term "exercising of seniority" as it applies to Letter No. 10 appended to the Local Agreements. The parties agreed that the term "exercising of seniority" means when a conflict occurs regarding vacation time off, employees with the greatest seniority will be given preference. A conflict is when the Company receives more requests for vacation time off in any given segment (week) than is allowed through the provisions of Letter No. 10.

When a conflict occurs supervision will canvass the group beginning with the most junior employee in order to determine if any employee would consider changing their request in order to eliminate the conflict.

Should the conflict still exist, Supervision will offer the most senior employee involved the opportunity to exercise their seniority, then the next most senior employee involved, and so on until such time that the conflict is either eliminated or those employees eligible for vacation have exercised seniority.

It is further understood that should a conflict be eliminated in line with the procedures in the paragraph above, no employee involved shall be deemed to have exercised seniority.

Employees who have not exercised seniority in the period of June through December will have vacation preference over those employees who have previously exercised during this period.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

LETTER NO. 12

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During current negotiations the parties discussed the definition of temporary openings and the methods available for filling such openings. The parties agree that a temporary opening is defined as any opening of up to sixty (60) days in duration.

Temporary openings will be filled in the following priority:

Letter 20

Letter 13 or the highest seniority applicant on that shift who has submitted a transfer request.

The junior qualified employee on the shift.

In the event the temporary opening is for a Multiple Vehicle Driver, the Company may utilize a qualified employee from within the Supervisor's group for up to one (1) hour once during the shift.

Employees assigned under this provision will be returned to their former job assignment as soon as employees with either return, transfer or temporary AVO rights or failing that, the junior qualified employee, become available.

Problems in the application of this letter shall be discussed between the Personnel Director - SPO Canada and the Plant Chairperson.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada



**LETTER NO. 13**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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. Employees may elect to move to the specific supervisor's group to which their group is being reduced, in which case the most senior employees shall be moved first provided such employees have indicated to do so by A.V.O. submitted to their 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 the employee's 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.
3. Failing 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 the employee's initial date of

hire. Employees who have previously worked for the Company are not subject to the provisions of this letter for a period of three (3) working days following the employee's rehire.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 14**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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.

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

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 15**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During negotiations the parties discussed at length the job assignments which could be termed warehouse project assignments. These discussions centered around definition, duration of time and population of these assignments.

The parties agreed that warehouse project assignments will be determined by Management and reviewed with the Union. The Union will be given an opportunity to discuss the work involved to ensure the scope of the assignment falls within a warehouse project assignment. The duration of the warehouse project will also be reviewed with the Union, and Management will advise the Union, if known at the time, the duration of the warehouse project assignment.

Employees desirous of performing these warehouse project assignments will be permitted to transfer pursuant to the terms and conditions set forth in Letter No. 17 appended to the Local Agreements. Employees who transfer to a warehouse project assignment shall retain their seniority in the group from which they transferred.

Paragraph 4 of the Local Seniority Agreement shall not be operative when the transfer is for the purpose of replacing employees assigned to a warehouse project assignment.

Problems arising from the administration of this letter will be discussed by the Manager of the N.P.D.C. and Chairperson of the Shop Committee.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

**LETTER NO. 16**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During the 1999 negotiations, agreement was reached regarding a procedure for filling permanent openings or vacancies in the plant.

Any permanent job openings resulting from shift and/or group realignment, attrition, or new jobs, will be announced for five (5) working days prior to the date of such openings being permanently filled.

This announcement process will apply to primary job openings only. It is understood that the current practices and procedures of submitting A.V.O.'s and filing requests for transfers will not be altered by this announcement process.

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

Letter 20  
Letter 17  
Paragraph 10 Local Seniority Agreement  
Paragraph 61 or 62 of the Master Agreement.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 17

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

Woodstock Management has agreed that those employees who desire to transfer to another work assignment within the employee's classification may do so by submitting such intention on an A.V.O. to the employee's Supervisor.

**An** employee who has filed a permanent A.V.O. to another work assignment within the employee's 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 A.V.O. 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.

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

In the event an employee is permanently reduced from his/her supervisor's group, all temporary and permanent A.V.O.'s currently on file for the employee will be invalid.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 18**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 such intentions to do so on a permanent A.V.O. to the employee's 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.

Multiple temporary and/or permanent A.V.O.'s filed by the same employee shall become invalid when such employee



is reassigned in accordance with any one such permanent A.V.O.

A seniority employee classified as a Warehouse Clerk who is removed from such above job assignment within a Supervisor's group due to a permanent reduction in the job assignment shall automatically return to their previous job assignment pursuant to the provisions of Letter No. 20.

In the event an employee is permanently reduced from his/her supervisor's group, all temporary and permanent A.V.O.'s currently on file for the employee will be invalid.

A temporary opening or a training assignment shall be filled in accordance with Letter No. 12, recognizing that the term "job assignment" reflects the same definition as a Supervisor's group.

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

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 19**

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

An employee who applies for transfer to the classification Warehouse Clerks must pass the qualifying typist test by achieving a score of at least 25 words per minute.

Employee applicants who have met this requirement will not be required to submit to and pass any similar test unless a period of 36 months has elapsed since the employee concerned was last tested or last worked in the classification.

A record of such assignments will be maintained and accessible to the Shop Committee.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 20**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 an opening occurs in the seniority classification affected within a period of nine (9) months from the date of the initial reduction in force.

In the event the employee involved is transferred pursuant to the provisions of Letter No. 17 appended to the Local Agreements and/or Paragraphs 61 and/or 62 of the Master Agreement during the aforementioned nine (9) month period the employee shall forfeit any right to return.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

**LETTER NO. 21**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

This will confirm the following understanding reached by the parties during current negotiations with respect to the application of Paragraph 155 of the Master Agreement at the Woodstock National Parts Distribution Centre.

- (1) Management is prepared to select employees from the existing workforce who possess acceptable journeyman/ journeywoman qualifications and is prepared to assign such employees to supplement the Skilled Trades classification Truck Repair as the need arises. The initial selection of employees to supplement this classification shall be vested with Management.
- (2) Employees selected will be considered to have established seniority rights in the Supplemental Help Seniority Group Truck Repair when an employee has worked therein for a period of thirty (30) consecutive days.
- (3) Such seniority rights shall govern the order of layoff from the Supplemental Help Seniority Group Truck Repairs in the event of reductions in force and shall govern the order of selection for reassignment to this Supplemental Help Seniority Group in the event of future requirements.

- (4) An employee laid off from the Supplemental Help Seniority Group Truck Repair shall, seniority permitting, return to the employee's former seniority classification. An employee who does not have sufficient seniority will be laid off and recalled in accordance with the Local Seniority Agreement.
- (5) An employee who has established seniority rights in the Supplemental Help Seniority Group Truck Repair has subsequently been laid off from and fails to return to this group in line with the employee's seniority as openings occur, shall forfeit all claims to this classification and future selection shall be solely at the discretion of the Company.
- (6) In the event of a future conflict involving Paragraph (155) of the Master Agreement and/or Document 53 appended to the Master Agreement this understanding shall become void and the provisions of the Master Agreement shall prevail.

Yours truly,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 22**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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,

J. Sledziewski,  
Personnel Director - SPO Canada

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During negotiations the parties agreed to the following compatible shift change provisions.

**Temporary Compatible Shift Changes**

1(a) Temporary compatible shift changes shall be defined as no longer than five (5) working days of forty (40.0) or more hours in duration. This exchange will be permitted Monday through Friday only. Advance arrangements for temporary compatible shift changes will not be authorized by Supervision more than thirty (30) days prior to the initial date of the requested change.

(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 except, in the event where the temporary compatible switch is for five (5) consecutive days, the Company will adjust shift premiums accordingly.

**LETTER NO. 23 (cont'd)**

**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. A shift exchange will be permitted Monday through Friday including holidays.

**(b)** *An* employee requesting a permanent compatible shift change must inform the employee's 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. 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 (5th) 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.



**LETTER NO. 23 (cont'd)**

- (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.

**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. 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) Overtime will be administered in accordance with the provisions of Paragraph 159 of the Master Agreement and the Local Letter regarding the **Rules** of Administration of Paragraph 159 of the Master Agreement concerning Equalization of Overtime Work.
- (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.

**LETTER NO. 23 (cont'd)**

(e) When the compatible shift change occurs, the provisions of Paragraph (82) of the Master Agreement shall not apply.

(f) No compatible shift changes will be permitted during the Christmas Holiday period when the work offered is subject to the provisions contained in Letter No. 9.

(g) Employees shall not be eligible for a combination of temporary and permanent compatible shift changes in any defined segment.

(h) No multiple compatible shift changes, temporary or permanent, are to be permitted.

(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.

**Scheduled (Mandatory) Overtime**

(4) If more than one (1) shift is scheduled to work on Saturday, a compatible shift change will be allowed. Paragraphs 3(a), (b), and (d) as contained above are applicable for such changes.

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

Yours truly,

J. Sledziewski,  
Personnel Director • SPO Canada

**LETTER NO. 24**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 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,

J. Sledziewski  
Personnel Director - SPO Canada

LETTER NO. 25

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 No. 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,

J. Sledziewski  
Personnel Director - SPO Canada

**LETTER NO. 26**

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

**1.** 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.

**2.** 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 a sequence commencing with the lowest recorded overtime hours, and where such hours are equal, in seniority order.

**3.** 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 1.

**B.** Employees refusing overtime work will be credited as though they had worked, except as provided in Paragraphs 5C and 6.

**4. As of the second Monday of January** of each year, the overtime equalization records will be changed and the employee in a group with the lowest hours credited will start off at zero. The employee with the highest number of hours credited will start with the number of hours such employee has over the lowest member of the group.

**Absent Employees**

**5.** Absent employees will be credited for overtime hours as follows:

**A.** An employee on any approved Leave of Absence 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, the employee will re-enter the equalization group with the same charged hours as the employee had credited prior to the start of the leave of absence.

**B. An** employee on any approved Leave of Absence for a period of less than thirty (30) calendar days shall not be credited for any overtime during this period.

**C. An** employee transferred to work outside the bargaining unit shall, upon their return, be credited with the highest hours of the distribution group they re-enter.

**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 5, and its sub-paragraphs.



### **Chairpersons and Committeepersons**

7. 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, the employee will be credited on the equalization records with the average hours of such employee's 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 such employee would have worked based on the average hours worked by the employee's equalization group had the employee not been a Committeeperson; however, if the period is for thirty (30) days or more, the employee will be credited with the average hours of such employee's equalization group when the employee ceases to function as a Committeeperson as provided in "A" above.

### **Transfers/New Hires**

8. 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. New or temporary employees will be credited with the highest number of hours of any equalization group which they enter.

B. in the event that employees are transferred to another equalization group and subsequently are returned to the group from which they were transferred within a period of fourteen (14) calendar days, they shall return to their former group and will be credited with the same hours which they had when they left the group and those overtime hours with which they were credited while out of the group.

LETTER NO. 27

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

Work Clothing  
Seniority employees may purchase for their own use the  
following items on a one for one basis. The employee  
purchases an item and the Company will provide the same  
item at no cost. Employees will be eligible for one such  
purchase each year.

- SMOCK, APRON, COVERALL, SHIRT WITH  
PANTS, SHIRT WITH SHORTS

It is understood that employees will be responsible for  
cleaning of the items.

Coveralls and Footwear Protection  
The Company agreed to continue its practice of providing  
acid-resistant type coveralls to those employees  
permanently assigned to work in these classifications  
Battery Service Attendants, Service Attendants, and Truck  
Repairs..

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 the above  
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.

#### Leather Gloves

The Company will continue to supply leather gloves (gauntlet type) to employees performing work where injury to hands and wrists could occur i.e. sheet metal picking in Quad. 4.

#### Driving Gloves

The Company agrees to make available to employees permanently classified as Multiple Vehicle Drivers two (2) pairs of driving gloves, on a yearly basis. These gloves can be obtained through the employee's Supervisor.

#### Sorbothane Inserts

Sorbothane inserts will be made available to Woodstock Warehouse seniority employees at no cost to the employees. Employees, upon request, will be entitled to one (1) pair of inserts every four (4) months.

Any problems arising out of the above program will be the subject of discussion between the Plant Manager of the Woodstock Warehouse and the Chairuerson of the Shop Committee.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

**LETTER NO. 28**

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

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 the employee's 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,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 29

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

Effective upon ratification of the 1999 Collective Agreements and not more often than once during each twelve (12) month period thereafter, the Company will pay up to one hundred (\$100.00) 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 program shall not apply to the following employees:

(a) those employees assigned on a permanent basis to those operations defined in Letter No. 27 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,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 30

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

In the event an employee is required to attend an appointment with the Company's Physician during normal straight time hours of the employee's shift the employee involved will be compensated for time off the job.

If circumstances arise where the employee attends an appointment with the Company's physician outside of the employee's shift, the employee will be compensated at the applicable rate.

Any problems arising out of this practice will be the subject of discussions between the Personnel Director and Chairperson of the Shop Committee.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 31

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

The subject of granting time off to employees who desire to further their education through night school courses was fully discussed. The Company is prepared to grant time off to three (3) employees per shift. Application for such time off must be submitted to Hourly Personnel by September 1st of each year. It is understood that these numbers will not be subject to the Paid Absence Allowance Board (PAAB).

Employees may be granted time off during the afternoon shift to attend such courses. The granting of such leaves are subject to the following priority status established by the parties.

1. Courses of study leading to the completion of a University degree, courses of study leading to a Community College diploma, and courses of study leading to a High School graduation diploma.
2. Courses of study qualifying for tuition refund Document 103 of the Master Agreement.
3. All other courses of study.

Should an employee not apply prior to September 1<sup>st</sup> for a semester course beginning in January, the employee may still qualify under this letter if one of the three vacancies exists.

Problems arising out of the administration of this letter will be the subject of discussions between the Plant Manager and the Shop Committee.

**Yours truly,**

J. Sledziewski,  
Personnel Director - SPO Canada



LETTER NO. 32

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

Re: National Paris Distribution Centre - Off-site Storage 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 off-site storage facilities, the Local Union will be advised of the Company's requirements.

The Company will have advance discussion with the Union prior to a location decision. It is understood that the primary focus will be to locate the off-site storage facility within the community and to provide job opportunities for local bargaining unit employees. The Company will, following a decision of location of the off-site storage facility, advise the Union of the business reasons used to determine the choice of such a facility.

In the event that the off-site storage facilities are to be staffed by bargaining unit employees, the parties agreed that the required number will be obtained through the provisions of Letter No. 17 appended to the Local Agreements.

However, in the event that such an off-site storage facility is not located in the community, the Company has assured the Union that employment levels of the bargaining unit in the Woodstock National Parts Distribution Centre will remain constant as long as the off-site storage facility is in

operation. The Company will replace bargaining unit employees who leave as a result of attrition.

The Company will provide the Shop Committee Chairperson, upon request, a summary of attrition events which impact the employment level.

If any problems should arise as a result of these arrangements, a meeting will take place between the Plant Chairperson and the Personnel Director.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 32(a)

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

Re: Off-site Storage Facility

During 1999 Negotiations, the parties discussed at length the current utilization of an off-site storage facility outside the community. The Company has developed a number of initiatives with the purpose of terminating the use of this off-site storage facility as soon as possible.

The Company will provide the Union with regular updates of the situation.

Though no immediate employee attrition is anticipated, the Company assured the Union that as of the effective date of the agreement, a minimum employment level of four hundred and thirty (430) bargaining unit employees would be maintained while such off-site storage facility is being utilized.

The Company will provide the Shop Committee Chairperson, upon request, a summary of attrition events which impact the employment level.

It is understood that the Company retains the ability to alter employment levels as necessary upon terminating the off-site storage facility arrangement.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 33

Mr. J. Dobbyn  
Chairperson, Shop Committee  
Local 636, CAW,  
Woodstock, Ontario

Dear Mr. Dobbyn:

During current negotiations the parties reached agreement that cancellation of previously granted P.A.A. and/or D.A.A. time requests will require no less than forty-eight (48) hours clear notice to the Company by the employee seeking such cancellation.

Failure to rigidly adhere to the forty-eight (48) hour requirement will obligate the employee concerned to take time off as originally authorized by the Company.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada

LETTER NO. 34

Mr. J. Dobbyn,  
Chairperson, Shop Committee,  
Local 636, CAW,  
Woodstock, Ontario.

Dear Mr. Dobbyn:

During current negotiations, the Company committed to continue the cafeteria practices as agreed upon in the 1996 Memorandum of Understanding - Alternate Work Schedule.

Further, the Company informed the Union that it would investigate alternatives to enhance the food services for employees.

Subsequently, the Company may make proposals to the Union to reach mutual agreement to alter these cafeteria practices.

Yours truly,

J. Sledziewski,  
Personnel Director - SPO Canada



